

Form J(2)
Sl.No. 3
Moumita

In the High Court at Calcutta
Constitutional Writ Jurisdiction
Appellate Side

Present:

The Hon'ble Justice Aniruddha Roy

WPA 16960 of 2026

Arvind Pandey

Vs.

**The Divisional Railway Manager,
South Eastern Railway and Ors.**

For the Petitioner

:Mr. Manish Ojha, Adv.
Mr. Zohaib Rauf, Adv.
Mr. Ajitesh Pandey, Adv.
Mr. Barnamay Basak, Adv.
Mr. Saunak Sarbajana, Adv.

For the S.E.Railway/Union of India

:Mr. Sukumar Bhattacharyaa, Adv.
Mr. Manabendranath Bandyopadhyay, Adv.

Heard on

: August 5, 2026

Judgment on

: August 5, 2026

[In Court]

Aniruddha Roy, J. :

1. Upon urgency being pleaded by the petitioner and since the determination of the Regular Bench has been assigned before this Court, the matter has been taken up for consideration.
2. Affidavit-of-service, filed in Court today, is taken on record.

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3. Mr. Zohaib Rauf, learned Advocate appears for the petitioner.
4. Mr. Sukumar Bhattacharyaa, learned Advocate with Mr. Manabendranath Bandyopadhyay, learned Advocate appears for the Union of India/Railways.
5. The petitioner has described himself as the General Secretary of a Majdur Union and a representative of about 172 workers/independent vendors operating at Kharagpur Railway platform with their respective shops and counters. The petitioner in *prayer 'b'* of the writ petition has prayed for leave of this Court so that, this writ petition will acquire a representative capacity under Rule 12 of the writ rules.
6. The averments made in the writ petition would show that, according to the petitioner, above 172 contract labourers and helpers have been operating at Kharagpur Railway platform for about two decades. These persons were initially engaged and their services were continuously utilized under a formal commercial profit sharing agreement entered into by and between the railways and one M/s. Dynamic, a private contractor and the arrangement had commenced on **April 1, 2001** on profit sharing basis as mentioned in the agreement, the agreement had expired by efflux of time on **January 3, 2023**. Consequently, the license of the private contractor M/s. Dynamic International had also expired and resultantly was cancelled. After the license was cancelled by virtue of expiry of the agreement the persons started vending from the railway

platform. There is no semblance of document/evidence declared in the writ petition showing that, the alleged existence of the said alleged vendors have been acknowledged or accepted or recognized by the railways. Showing **Annexure P-2 at page 38** to the writ petition these persons intend to show that still they are in existence at the railway platform and vending.

7. The money receipt **at page 38** to the writ petition shows that, a fine was imposed upon the person concerned who found to be at the railway platform occupying unauthorizedly. The imposition of fine on unauthorized occupant would not create any right or equity in favour of such unauthorized occupant in support of his unauthorized occupancy. The railways have already initiated proceeding for eviction.
8. The fact and situation in this writ petition is totally different and distinguishable from facts and situation of the cluster of writ petitions pending before the regular Bench filed by the hawkers.
9. The petitioner has relied upon a judgment of a co-ordinate bench dated **January 20, 2026 Annexure P-1 at page 20** to the writ petition. The judgment shows that, in that case the writ petitioner claimed unpaid wages which was not paid by their immediate employer/contractor. The same has got nothing to do with the facts of the instant case and is clearly distinguishable in the facts of this case. The ratio will not apply in facts of this case.

10. Mr. Sukumar Bhattacharyaa, learned Advocate has further informed that, the operation of the said judgment has been stayed by the Hon'ble Division Bench by an order dated **July 22, 2026** passed in **MAT 656 of 2026**. In the instant case, relationship of the principle employer Dynamic had already been terminated due to expiry of the agreement with the railway.
11. In view of the forgoing reasons and discussions, this Court is of the considered and firm view that, the first principle of law to invoke the writ jurisdiction of this Court is to establish that, a valid legal or constitutional right of a citizen has been infringed or sought to be infringed. In the facts of this case, this Court is of the considered view that, those persons, whose cause has been espoused in this writ petition have no right either legal or constitutional, which can be said to be infringed or sought to be infringed in the facts of this case.
12. In view of the above, this writ petition is devoid of any merit.
13. This writ petition **WPA 16960 of 2026** stands **dismissed**, without any order as to costs.
14. Parties shall be at liberty to take steps on the basis of the server copy of this order after the same being obtained from the Official Website.

(Aniruddha Roy, J.)