

Ct.No.1 D/L 11.06.2026
5-7

Saikat
Mukherjee

WP.CT/157/2025
UNION OF INDIA AND ORS.
VS.
BISWAJIT DAS
with
WP.CT/158/2025
UNION OF INDIA AND ORS.
VS.
SITANGSHU BISWAS
with
WP.CT/159/2025
UNION OF INDIA AND ORS.
VS.
SUBRATA DAS

Mr. Pulakesh Bajpayee, Adv.
Mr. Debapriya Samanta, Adv.

....For the Petitioners/
Union of India

Mr. Timir Kanti Biswas, Adv.
Ms. Nargish Parveen, Adv.
Ms. Pallavi Paul, Adv.

...For the Respondents

Dictated by **Sujoy Paul, CJ.**

1. Parties are represented through their respective learned counsel.
2. At the outset, learned counsel for the parties jointly submitted that all the three matters are exactly similar in nature and, therefore, matters were analogously heard and decided by this common order.
3. Facts are taken from WP.CT 157 of 2025. The subject-matter of challenge in this petition filed under Article 226/227 of the

Constitution is an order dated 13th June, 2024, passed in O.A. No.350/921/2023 and M.A. 350/453/2024.

4. The admitted facts as canvassed before us and as noticed from the impugned order of the Tribunal shows that the respondent-employee was allotted a railway quarter by order dated 23rd May, 2014. There were certain conditions mentioned in the said allotment order and admittedly the respondent-employee had not violated any such condition of the allotment. The allotment order was issued for an unlimited period. Pursuant to an Audit objection, the department decided to cancel the allotment and direct the respondent to vacate the government quarter on 10th April, 2019. The employee during the COVID period could not vacate the government accommodation and could vacate it only on 2nd February, 2021.
5. The department decided to impose damage rent for the period between 23rd May, 2014, to 30th June, 2020, (for 73 months and 8 days). The Tribunal opined that since allotment order was duly issued in favour of the

respondent which came to be cancelled and direction for vacation was issued only on 10th April, 2019, the question of imposing any damage rent between the period 23rd May, 2014 to 10th April, 2019, does not arise.

6. The Tribunal further opined that a tripartite agreement was entered into and pursuant to this, it was decided not to impose any damage rent. In addition, the Tribunal came to hold that pursuant to the order of Supreme Court the question of imposing damage rent during the COVID period does not arise. The department was given liberty to recalculate and impose damage rent only for a period which is not covered by the COVID period mentioned by Supreme Court, that is between 19th March, 2020, and 31st December, 2020. With this liberty, the Original Application was decided.

7. Learned counsel for the department submits that as per the Audit objection, the initial allotment order issued in favour of the respondent-employee on 23rd May, 2014, itself was bad in law. Apart from this, after the direction to vacate the quarter was issued on

10th April, 2019, the accommodation was actually vacated by the employee only on 2nd February, 2021. Thus, department has not committed any error of fact or law in issuing the direction to impose damage rent.

8. Learned counsel for the respondent supported the order of the Tribunal and placed reliance on the order of North-East Frontier Railway, Tindharia, West Bengal, No.E/41/OA/350/921/2023 dated 7th October, 2024, to submit that in compliance of impugned order of Tribunal dated 13th June, 2024, the amount of damage rent minus COVID period has already been calculated and order of Tribunal has been complied with. Thus, nothing remains to be challenged and these petitions are not maintainable.

9. No other point is pressed by learned counsel for the parties.

10. We have heard the parties at length.

11. The Registry of this Court shall keep the aforesaid order dated 7th October, 2024, on record carefully.

12. The retention period of quarter by the respondent-employee can be divided in two

spells. The first spell is from the date of issuance of allotment order dated 23rd May, 2014, to 10th April, 2019, when pursuant to objection of Audit, the quarter was directed to be vacated. Suffice it to say that since there existed a valid allotment order with effect from 23rd May, 2014, to 10th April, 2019, and respondent did not breach any of the conditions of the allotment order, the question of imposing damage rent does not arise. Merely because Audit raised an objection subsequently, said objection cannot have a damaging effect in the shape of damage rent on the respondent. The Tribunal was completely justified in not giving its stamp of approval to this portion of the action of employer whereby damage rent was sought to be imposed between 23rd May, 2014, and 10th April, 2019. We approve the decision of the Tribunal for the aforesaid reason.

13. So far second spell is concerned, some period of this spell till vacation of government accommodation with effect from 2nd February, 2021, was covered by COVID restriction whereby Supreme Court directed not to count

this period. It is not the case of Railway Administration projected before us that employer is empowered to impose damage rent during COVID as well. Thus, only period remains for damage rent and the period not covered by COVID period. For this remaining period, liberty is given to the Railway Administration to recalculate the damage rent and take action. In obedience thereof, the order aforesaid dated 7th October, 2024, has already been passed by the Railway Administration.

14. In our considered opinion, the Tribunal has taken a plausible view which is legally correct view. We find no reason to interfere in this petition.

15. We wonder why Railway Administration has filed these avoidable piece of litigation and troubled the employees to unnecessarily contest the matters before us. It is clear that Railway Administration had no justification in imposing the damage rent from the date of allotment of quarter on 23rd May, 2014, till its vacation dated 10th April, 2019. Thereafter, as noticed above, a large number of period was covered by COVID restriction, which does not

permit any imposition of damage rent. During lockdown and COVID period, the employee was not expected to take his bags and baggages and shift from the quarter. Thus, we find no reason to interfere in this matter. In such a clear case, there was no occasion for the 'model employer' to file this avoidable piece of litigation. The employees were unnecessarily compelled to defend them before this Court.

16. Accordingly, admission is declined.

17. The petitions are **dismissed** with cost of Rs.5000 in each matter which shall be paid to the respondent-employee within 60 days from the date of communication of this order.

(SUJOY PAUL, CJ.)

(PARTHA SARATHI SEN, J.)