

**IN THE HIGH COURT AT CALCUTTA
CONSTITUTIONAL WRIT JURISDICTION
APPELLATE SIDE**

05 16.7.2025
Sc Ct. no.2

WPA 833 OF 2025

Tapas Kumar Sardar & Ors.

Vs.

National Institute of Technical
Teachers Training & Research, Kolkata & Ors.

Mr. Raghunath Chakraborty
Mr. Supratik Shyamal.

....For the Petitioners

Ms. Soumi Guha Thakurta

....For the Respondent
Nos. 1 to 3

Affidavit-of-service, filed in Court today, is taken on
record.

Mr. Raghunath Chakraborty, learned Advocate
appears for the petitioners.

Ms. Soumi Guha Thakurta, learned Advocate
appears for the respondent nos. 1 to 3.

Rest of the respondents are not represented.

On the prayer of Mr. Raghunath Chakraborty,
learned Advocate appearing for the petitioners leave is
granted to the petitioners to file a supplementary affidavit
disclosing certain documents, which according to him,
are material for adjudication. Supplementary affidavit
filed in Court today, is taken on record.

Copy of the supplementary affidavit is served upon
Ms. Soumi Guha Thakurta, learned Advocate appearing
for the respondent nos. 1 to 3.

The petitioners have been working at the respondent no.1. The private respondent no.5 is an outsourced agency who was appointed by the respondent no.1 for providing man-power and accordingly the petitioners were engaged by the private respondent though the petitioners were hired for the respondent no.1. Some years before attaining the age of 60 years, the employment of the petitioners have been terminated and the petitioners have filed the instant writ petition.

Ms. Soumi Guha Thakurta, learned Advocate appearing for the respondent nos. 1 to 3, at the outset, has taken the point of maintainability of this writ petition, on the plea that, the petitioners were engaged by the private respondent no.5 and there has been no privity between the petitioners and the respondent no.1. she submits that, the petitioners are working since **2002** as pleaded in **paragraph 3** of the writ petition. She further submits that, the petitioners cannot enforce a contract through writ petition neither can maintain this writ petition alleging breach of contract.

Per contra, referring to **page 46** learned Advocate for the petitioners submits that, the petitioners have joined in the year **1994** with the respondent no.1.

After considering the rival contentions of the parties, this Court keeps the point of maintainability open.

The respondents are directed to file report in the form of affidavit on or before **August 14, 2025**.

The petitioners shall be at liberty to file its exception thereto in the form of affidavit by ***August 21, 2025.***

The parties shall disclose the ***Appointment Letters*** of the petitioners through their respective affidavits.

The writ petition shall appear under the heading “***Motion (Service)***” on ***September 3, 2025.***

The ***point of maintainability*** shall be decided first.

(Aniruddha Roy, J.)