

Item No.- 9
10.07.2025
Court No. 4
Rohan

**In the High Court at Calcutta
Constitutional Writ Jurisdiction
Appellate Side**

W.P.S.T. 487 of 2013

With

CAN 2 of 2018 (Old No.: CAN 5143 of 2018)

CAN 4 of 2019 (Old No.: CAN 2876 of 2019)

CAN 5 of 2019 (Old No.: CAN 9078 of 2019)

Madan Mohan Nath

Versus

The State of West Bengal & Ors.

Mr. Tanmoy Mukherjee,
Mr. Kaushik Roy,
Mr. Souvik Das.

... for the petitioner

Mr. Tapan Kumar Mukherjee, Sr. Adv.,
Mr. Pinaki Dhole,
Mr. Somnath Naskar.

... for the State

1. CAN 5 of 2019 (Old No.: CAN 9078 of 2019) has been filed for restoration.
2. It is submitted that on account of illness of the counsel, the matter stood dismissed for default.
3. We find reasons to constitute sufficient cause for restoration of the writ petition.
4. The parties have made submission on the merits of the matter, so we proceed to consider with the main application.
5. Heard learned counsel for the petitioner as well as the learned counsel for the State.
6. The petitioner was engaged as a contractual employee for six months on certain terms and conditions. The

agreement being relied upon by the petitioner contains a clause 9 which reads as follows:

“9. Not with standing anything contained, this AGREEMENT may be terminated by the District Magistrate & Collector giving to Shri/~~Smt.~~ **Madan Mohan Nath** either one calendar month’s notice in writing or one month’s remuneration in lieu of notice. He/She may also resign from the engagement on giving one calendar month’s notice in writing or on payment of one month’s remuneration in lieu of notice.”

7. In this background, we are required to consider the impugned order dated 27.04.2012 issued by the Additional District Magistrate (Land Acquisition), North 24-Parganas, Barasat which is prompted by an earlier communication from the department issued by the Joint Secretary to the Government of West Bengal on 21.12.2012. the department has requested the District Magistrate to discontinue the contractual persons engaged for the works since there is no approval for the projects as on date. Pursuant thereto, the petitioner’s contractual engagement has been brought to an end along with 23 other persons by the impugned order.
8. It is submitted by the learned counsel for the petitioner that there is no compliance with the principle of natural justice. It is further submitted that the work in question is still subsisting and, therefore, there was no basis to terminate the petitioner and such action is contrary to the contract entered into between the petitioner and the State.
9. We find no force in such submission. The assertion that the work is in existence appears to be misplaced in view of the communication of the department dated 21.12.2012. At best, the petitioner is making submission which gives rise to a disputed question of

fact. The other aspect of the matter is clause 9 of the agreement as quoted above.

10. In view of clause 9, the only thing that was required to be done by the authorities while disengaging the petitioner was to give him a one month's notice or one month's remuneration in lieu thereof. Since this clause has not been complied with, the Tribunal has directed the authorities to pay one month's salary as per clause 9.
11. We, therefore, find no reason to interfere with the impugned order of the Tribunal dated 02.08.2013 passed in O.A. No. 560 of 2013
12. The writ petition being **W.P.S.T. 487 of 2013** is **dismissed** and the connected applications, if any, also stands disposed of.

(Madhuresh Prasad, J.)

(Ajay Kumar Gupta, J.)