

IN THE HIGH COURT AT CALCUTTA
[CIRCUIT BENCH AT PORT BLAIR]

WPA/280/2026

Shri Gautam Banerjee

Vs

The Hon'ble Lt. Governor and Others

Mr. Gopala Binnu Kumar ... for the petitioner

Ms. Babita Das ... for the respondents

June 15, 2026
[AKB]
Item No.3

This application has been filed by the petitioner challenging an order of termination dated 29th May, 2026. The petitioner was a contractual employee (contract for 11 months) at the respondent no. 3 which espoused a scheme called the Andaman and Nicobar Islands Rural Livelihood Mission Scheme (hereinafter ANIRLM).

The petitioner had been inducted as a contractual employee and such contract had been renewed from time to time. This contractual employment was guided by the terms and conditions for the Appointment of State Programme Executive of ANIRLM.

The tenure of the subsisting contract was to come to an end on May 31, 2026, prior where to, a show cause notice was served on the petitioner on April 4, 2026, which was replied in great details by the petitioner on April 7, 2026.

The authorities by its order No. 703 dated May 29, 2026 terminated the contract of the petitioner on the following grounds:

- i. Breach of obligation under confidentiality clause;
- ii. Failure to observe the terms of agreement or lawful directions/order of the Director (RD).
- iii. Obstructing the performance of the functions of ANIRLM
- iv. Causing damage to prestige or reputation of the functions under ANIRLM.
- v. Unsatisfactory performance.

On these aforesaid grounds, the service of the petitioner was terminated and consequently the contract was not renewed.

Being aggrieved with such termination, the petitioner has preferred the writ petition.

Mr. Kumar appearing for the petitioner has raised two primary issues:

First, that the petitioner's reply to the show cause notice has not been considered at all by the authorities and they have proceeded to pass a termination order in an arbitrary and whimsical manner.

Second, no opportunity of hearing and placing the requisite documents to deal with the allegations leveled against him were given to the petitioner. He was foisted with a major punishment such as termination without affording a reasonable opportunity to deal with the allegations made against him.

Mr. Kumar has also placed reliance on a decision of the Hon'ble Supreme Court of India in *Civil Appeal No. 9758 of 2024 (Swati Priyadarshini-versus-State of Madhya Pradesh and Others)*.

Ms. Das appearing for the respondents submits that the petitioner had been a regular and continuous offender on account whereof several requests, reminders and warnings were given to him, inspite whereof, he had failed to perform his duties and the grounds taken in the show cause were nothing but an afterthought, undertaken to misdirect the authorities about his efficiency or inefficiency.

She further submits that the grounds taken in the reply to the show cause notice are all grounds which were available to the petitioner at the material points of time. There is no contemporaneous document produced by the petitioner to show that he had brought these difficulties or hurdles in completing his work in time or undertaking the necessary exercise within stipulated time lines, to the notice of the authorities. Clearly, the reply to the show cause notice does not warrant any consideration. However, the reply had indeed been considered by the authorities prior to issuance of the termination notice, as will appear from the termination notice itself in paragraph 6 thereof.

I have heard the Learned Advocates for the parties and the decisions relied upon by them. I have also gone through the records of the case.

It is not in dispute that the petitioner was in service on a contract basis. It is also indisputable that the service of the petitioner by efflux of time would have come to an end on May 31, 2026. Thus, the termination on May 29, 2026, which is assailed in this writ petition could have been a mere formality.

The issue which arises for consideration is why would the authorities terminate the services of the petitioner, when by efflux of time the contract would have come to an end on May 31, 2026?

Post his termination, the contract has naturally not been renewed.

It is indisputable that the petitioner's reply to the show cause notice was not considered in very great details by the authority nor did the authorities give any hearing to the petitioner after the reply to the show cause notice was given by the petitioner. There is no evidence on record to show that the authorities had caused any investigation or enquiry into the matter before coming to an conclusion and finding, as they have done in the termination notice that there was a breach of obligation under the confidentiality clause by the petitioner or that the petitioner had caused breach of the contract in any manner as envisaged in the termination notice. The issue of unsatisfactory performance by the petitioner has also not been addressed, as the same issue had been explained in the reply to the show cause notice.

The mere allegation that the petitioner had obstructed the functioning of the mission or had taken steps in a manner which caused damage to the prestige and reputation of the mission are mere bald allegations, without specifying the particulars of such charge. In fact, there are no articles of charge, pursuant to the show cause notice.

The termination notice is also stigmatic in nature as on the basis of such a notice, the petitioner will be unable to get any further employment with any other authority whether public or private. The petitioner will be left remediless.

In view of the aforestated discussion and particularly in view of the decision of the Hon'ble Supreme Court in *Swati Priyadarshini (Supra)*, the notice of termination dated May 29, 2026 is stayed till July 15, 2026.

I make it clear that this interim order will not create any equity or right in favour of the petitioner in any manner whatsoever. Nor will it create any liability or obligation on the authorities to extend the contract, since the same has already expired.

The further employment of the petitioner in the said mission will be subject to the outcome of this writ petition.

The respondents will file their affidavit-in-opposition by June 23, 2026. Reply thereto by June 29, 2026.

List this matter under the same heading on June 30, 2026 before the next available Circuit Bench.

Urgent photostat certified copy of this order, if applied for, be given to the parties on priority basis on compliance of all legal formalities.

(Reetobroto Kumar Mitra, J.)