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**(2000) 09 CAL CK 0022**  
**In the Calcutta High Court**  
**Case No : Writ Petition No. 3651 (W) of 2000**

Sushil Saha and Others

APPELLANT

Vs

West Bengal State Electricity Board and Others

RESPONDENT

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**Date of Decision :** 28-09-2000

**Acts Referred:**

**Citation :** (2001) CriLJ 1019

**Hon'ble Judges :** K.J. Sengupta, J

**Bench :** Single Bench

**Advocate :** Subrata Mukherjee and S.N. Das, for the Appellant; P.K. Roy, Bhaskar Mitra and S.R. Panda, for the Respondent

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## Judgement

K.J. Sengupta, J.—This is an application for contempt of Court alleging violation of my order dated 2nd March, 2000. It is relevant to record the background of this case on which the aforesaid order dated 2nd March, 2000 was passed.

2. The petitioners numbering 26 filed a writ petition claiming relief in their permanent absorption in the job which they have been functioning and also for payment of their salaries and other financial benefits.

3. It is the case of the petitioners that since 1985-86 in Bandel Thermal Power Station of the respondent No. 1 the petitioners have been working continuously in the Maintenance department. The factum of their services are evidenced by the certificate granted by the Superintending Engineer (Mechanical and Maintenance) and other officials by the West Bengal State Electricity Board. 4. The aforesaid order dated 2nd March, 2000 was passed ex parte without any notice being served considering urgency of this matter. The text of the aforesaid order dated 2nd March, 2000 is quoted hereunder.

There will be an order of status quo with regard to the status of the petitioners' services as of today for a period of three weeks from date or until further orders whichever is earlier.

5. Thereafter, the period of the aforesaid interim order was extended from time to time and such last extension was granted on 27th March, 2000 for a period of 12 weeks or until further orders whichever is earlier.

6. It is significant to note that extension of the aforesaid interim order was granted upon hearing the learned lawyer for the respondents. So the terms of the aforesaid interim order was within the knowledge of the respondent.

7. Thereafter this contempt application has been taken out on the allegation that on and from 3rd April, 2000 the alleged contemnors/opposite parties did not allow the petitioners, viz., Sagar Ghosh, Anup Dutta and Nanda Soren of C.S.O. Department of Bandel Thermal Power Station to join their duties. Again on 28th April, 2000, the petitioners went to join their duties but they were not allowed to join their duties.

8. Mr. Subrata Mukherjee, learned lawyer in support of this application submits that this is wilful and deliberate violation of my aforesaid order.

9. He further submits that services of the petitioners were protected by the aforesaid order of status quo. Admittedly on the date of passing of the aforesaid order the petitioners have been discharging their duties. But all of a sudden on and from 3rd April, 2000 the petitioners have been refused to join their duties and they have been sacked without any notice whatsoever.

10. Mr. Roy, learned Senior Advocate, appearing with Mr. C.R. Panda, learned Advocate while opposing this application submits that there is no violation of the order passed by me as the status of the petitioners' services was a contractual one through a co-operative society. The petitioners' engagement was for seasonal overhauling works of Bandel Thermal Power Station. This work is a time-bound contractual work. In terms of the contract once the overhauling work is completed the services of the labourers supplied by the co-operative society stand automatically terminated because of efflux of contractual time. In this case on 2nd April, 2000 the aforesaid time has expired. However, next time when this overhauling works will be undertaken they will be engaged.

11. Mr. Roy submits that this is the exact status of the petitioners as regard their services. In one word their status is of seasonal workmen at the highest.

12. He argues that even if by interpretation if it is found by this Court that there is a violation of my order then the respondents have acted bona fide while interpreting the aforesaid order in the manner as above.

13. He also submits that if any person interprets any order passed by the Court in its own way and acts bona fide it cannot be termed to be deliberate and wilful violation of the order. In support of his factual submission he has taken me through the documents of departmental note sheets whereby he wants to substantiate that petitioners' engagement was for periodical and not a regular one.

14. Having heard the respective submissions of the learned lawyers the question is whether the order passed by me as aforesaid has been violated and if so whether it is done deliberately and wilfully or not.

15. The aforesaid order of status quo has to be read in the context of pleading and facts and circumstances made out in the writ petition. In the writ petition there was prima facie document and evidence to show that the petitioners were engaged for a long time and certificate to that effect has been issued.

16. Therefore, having prima facie satisfied going by averments and materials, I passed the order of status quo. Faced with the facts and materials status of the petitioners' services cannot but be termed as being continuous one. Of course, the respondents may bring their case at the time of the final hearing of the writ petition on affidavit. So this order of status quo denotes or means continuity not breakage. Even the respondents could have applied for vacating of the aforesaid order on a returnable date, but it was not done so. Therefore, the interpretation given by the respondents of the aforesaid order of status quo as regard the petitioners' services is wholly erroneous and without any basis whatsoever.

17. No document other than one annexed to the petition can be referred to, nor be relied upon to give interpretation of the said order of status quo at this stage, such documents may be useful at later stage at the time of hearing of the writ petition or an application for vacating or clarification of interim order. Even the documents annexed to the affidavit-in-opposition in support of their interpretation do not help (sic) give different meaning different from that given hereafter. The departmental note sheets have no binding effect at all in this application. It is surprising in spite of the order of status quo being in continuance, how the letter dated 22-4-2000 could be addressed to the Secretary of the Co-operative Society concerned. This in my view, is breach of order of status quo. Operation of this letter will remain stayed. It is further interesting to note that no reply was given to the letter dated 5th April, 2000 of Mr. Subrata Mukherjee being Annexure "B" to the contempt application alleging violation of the order, recording the alleged story of completion of work made out in affidavit-in-opposition.

18. So the petitioners shall be restored back to their services as they were on 2nd April, 2000. The petitioners shall also be paid their usual salaries and wages treating as if they were under employment till they are resumed. They shall be reinstated forthwith. I agree with Mr. Roy that the aforesaid breach and violation of my order cannot be termed to be deliberate nor wilful as they have interpreted my order of status quo wrongly, but in bona fide manner. However, a wrong done though in deliberately cannot be justification to deprive one's lawful right. So the benefit of wrong interpretation of my order cannot be given or extended to the respondents for simple reason one cannot take advantage of one's wrong.

19. So the aforesaid order of status quo ante as on that date when the petitioners were refused employment is restored. Therefore, I do not hold the

respondents to be guilty of committing contempt in this matter.

20. I dispose of the contempt application by the aforesaid order. I make it clear that the aforesaid restoration of the services of the petitioners will not be treated to be any legal advantage in the final hearing of the writ petition. However, the petitioners shall be paid costs of this application by the respondents assessed at Rs. 2000/- and such costs shall be paid to the petitioners within a period of fortnight from the date of communication of this order to the learned Advocate of the petitioners.