

Niranjan Ghosh Vs. the Managing Director, Durgapur Steel Plant and ors.

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SooperKanoon Citation : sooperkanoon.com/874855

Court : Kolkata

Decided On : Nov-09-1992

Reported in : (1993)1CALLT146(HC)

Judge : Paritosh Kumar Mukherjee, J.

Acts : [Constitution of India](#) - Articles 14 and 226

Appellant : Niranjan Ghosh

Respondent : The Managing Director, Durgapur Steel Plant and ors.

Advocate for Def. : Alok Chakrabarti and ;Amitabha Roy, Advs.

Advocate for Pet/Ap. : Pratap Kumar Roy and ;Srilekha Bhattacharyya, Advs.

Disposition : Petition dismissed

Judgement :

Paritosh Kumar Mukherjee, J.

1. In the present writ petition, the petitioner has challenged the decision of the respondents authorities contained in Memo dated September 6, 1988 (Annexure 'C to the writ petition), whereby the Additional Chief Personnel Manager, (G), Steel Authority of India Limited, informed the petitioner, Niranjan Ghosh that the petitioner's appeal seeking employment on 'compassionate ground' against the

demise of the petitioner's father, late Sridhar Ghosh, Ex-Helper P.C.E. could not be granted, as on examination it revealed that one of the brothers of the petitioner, Sri Swapan Ghosh is already on the rolls of the Company.

2. Mr. Pratap Kumar Roy, learned Advocate appearing in support of the writ petition, challenges the order dated September 6, 1988, in November 1992, on the ground that the petitioner's brother Swapan Ghosh was already in the employment before 1977, that is, before the actual death of his father, and accordingly, that ground for refusing employment on 'compassionate ground', is not tenable.

3. Mr. Roy further submits that the petitioner has a definite right of employment on the basis of the circular contained in the memorandum of agreement, particularly clauses 7.14 and 7.16, which run as follows:-

'The employment would be provided to one of the dependants of worker disabled permanently and thus to meet death.'

4. Mr. Alok Chakraborty, learned Advocate appearing on behalf of Durgapur Steel Plant, submits that the petitioner's father had died in the year 1977, when admittedly the present petitioner was minor, and as such, could not qualify himself for getting appointment on the basis of the memorandum of agreement.

5. Further, Mr. Chakraborty submits that although one of the brother of the petitioner had applied for getting appointment on 'compassionate ground', ultimately renounced the claim, and the present petitioner had applied for absorption in 1988, which has been rejected by the impugned order on September 6, 1988, and the petitioner has come up to this Court at a belated stage in November 1992, and as such, is not entitled to maintain the writ petition due to conscionable delay.

6. Mr. Chakraborty also submits that it is not expected that Durgapur Steel Plant will keep such post vacant for an indefinite period, to be absorbed by a son, who will be qualified at a later stage, and that could not be the spirit of the memorandum.

7. Having heard both sides at length, I am of the view that employment on 'compassionate ground' on the basis of any memorandum as entered into between the parties, does not confer any right to get employment as a matter of right, and it is absolutely at the discretion of the employer authority to give such employment, and the petitioner cannot invoke the writ jurisdiction for seeking redress in case the respondents authorities refuse to grant employment on sound ground or other.

8. Further, in my view, sufficiency of the ground cannot be and should not be adjudged in the writ jurisdiction.

9. The authority cited by Mr. Roy in the case of Union of India v. K. P. Jain, reported in : [1973]2SCR752 , cannot come to the aid of the petitioner in establishing the fact that since there is a breach in passing such an administrative order, the writ court should come to the aid of the petitioner.

10. In the result, the writ petition is summarily dismissed.

There will be no order as to costs.

Let xerox copy of this order be supplied to the learned Advocates of both the parties, on usual undertaking.