

ITEM NO.9

COURT NO.4

SECTION XVI

S U P R E M E C O U R T O F I N D I A  
R E C O R D O F P R O C E E D I N G S

Petitions for Special Leave to Appeal (C) Nos. 15361-15363/2020

(Arising out of impugned final judgment and order dated 19-06-2020 in MAT No. 267/2019 19-06-2020 in CAN No. 2956/2019 19-06-2020 in MAT No. 282/2019 passed by the High Court At Calcutta)

DR. SUBROTO ROY

Petitioner(s)

VERSUS

UNION OF INDIA &amp; ORS.

Respondent(s)

(IA No. 132198/2020 - EXEMPTION FROM FILING C/C OF THE IMPUGNED JUDGMENT, IA No. 132196/2020 - PERMISSION TO APPEAR AND ARGUE IN PERSON)

Date : 10-08-2022 These matters were called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE SANJAY KISHAN KAUL  
HON'BLE MR. JUSTICE S. RAVINDRA BHAT  
HON'BLE MR. JUSTICE M.M. SUNDRESH

For Petitioner(s) Dr. Subroto Roy, in-person

For Respondent(s) Mr. Mukul Singh, Adv.  
Mr. Amit Sharma, Adv.  
Mr. Praneet Pranav, Adv.  
Mr. Anukalp Jain, Adv.  
Ms. Preeti Rani, Adv.  
Mr. G.S. Makker, AOR  
Mr. Rustom Singh Chauhan, Adv.

UPON hearing the counsel the Court made the following  
O R D E R

Application for permission to appear and  
argue in person is allowed.

Heard the petitioner appearing in person and  
learned counsel for the respondents.

The petitioner was appointed as a Faculty  
Member of the Vinod Gupta School of Management IIT,

Kharagpur. The appointment was on a contractual basis on 02.09.1996 for a period of five years, upto 01.09.2001.

It appears that on the anvil of the contract expiring, a draft agreement was sent to the petitioner for an extended tenure but since there were some terms which were at variance, the petitioner was not willing to accept the same as in his perspective his academic freedom would be affected. However, without execution of the formal second contract, the working arrangement continued between the parties.

The petitioner's case is that he made some complaints about financial irregularities and those were being looked into and with the changed top dispensation in IIT different view was taken and on the ground that the petitioner had not executed the second contract, his services were terminated w.e.f 20.08.2003.

On assailing the same, the learned Single Judge found vide judgment dated 10.09.2018 that the petitioner was entitled to compensation for the remaining period of time for which he would have worked, plus two months.

On the IIT preferring an appeal, that order stand modified by the Division Bench in terms of the impugned judgment dated 19.06.2020 on a

premise that there being no formal contract entered into, even if the first contract is treated as a continuing contract, both the parties had contractual option to terminate the arrangement by giving three months' notice. It was thus opined that at best the petitioner is eligible to only three months' pay for the three months' notice period.

We have heard the petitioner at some length.

The petitioner feels that it is a *mala fide* exercise. However, the contractual terms gives the option to both the parties to terminate the arrangement with three months' notice. Malice in fact has not been proved as it required trial itself and the present proceedings were in the nature of Article 226 of the Constitution of India proceedings.

We are thus not able to find fault with the rationale adopted by the Division Bench of the High Court.

Needless to say that the petitioner would be entitled to all the benefits of his service till the date of termination notice as also three months period beyond that. We cannot accept the plea that the petitioner is entitled to something more or that there can be treated as implied extension of five years of the first contract when the second

contract was put to the petitioner who was not willing to sign that contract. At best it can be a continuing arrangement under the first contract till the second contract was being debated.

The arrears if any, if not paid to the petitioner should be remitted within a period of two months.

The special leave petitions are dismissed in aforesaid terms, leaving the parties to bear their own costs.

Pending application stands disposed of.

[CHARANJEET KAUR]  
ASTT. REGISTRAR-cum-PS

[POONAM VAID]  
COURT MASTER (NSH)