IN THE HIGH COURT AT CALCUTTA

Constitutional Writ Jurisdiction

Appellate Side

Present:

The Hon'ble Justice Shampa Dutt (Paul)

WPA 20646 of 2010
Bharat Coking Coal Ltd. & Anr.
Vs.
Presiding Officer, Central Government Industrial Tribunal-cum-Labour Court, Asansol & Ors.

For the Petitioners	: Mr. Saikat Ray Chowdhury, Mr. Aritra Ghosh.
For the Respondent No. 3	: Mr. Dinendra Nath Chatterjee, Mr. Madhusudan Mandal.
Judgment reserved on	: 27.01.2026
Judgment delivered on	: 18.02.2026

SHAMPA DUTT (PAUL), J. :

1. The writ application has been preferred challenging an award dated 26th May, 2010 Reference no. 38 of **1998** passed by the learned Presiding Officer, Central Government Industrial Tribunal, Asansol.

2. Vide the impugned order the learned Tribunal held as follows:-

> *"In the above circumstances, it can safely be concluded that the action of the Management of Bhojudih Coal Washery of BCCL in not departmentalizing the 16 referred workmen employed in the job of maintenance of Water Supply System at*

Intake well Bhojudih Coal Washery is not legal and justified. The workmen are entitled to be departmentalized in appropriate grade i.e. grade-I General Mazdoor and to be treated as Employee of the BCCL from the date of their engagement and shall be entitled to all service benefits as admissible to the regular employees. Monetary benefits accruing out of it shall be disbursed within two months of the notification pending regularization of service papers. Hence it is ordered

ORDER

Let an award as above be and same is passed. Send the copy of the award be sent to the Ministry of Labour and Employment, Govt. of India, New Delhi.

Sd/-
Presiding Officer"

3. Both parties have filed their written notes in the present case.

4. The petitioners' case herein is that the industrial Tribunal in accordance to the provisions of Contract Labour (Regulation and Abolition) Act, 1970, read with the Industrial Disputes Act, 1947, has/had no jurisdiction to pass the said impugned Award. The issue in the reference before the Tribunal was as follows:-

"THE SCHEDULE

"Whether the management of Bhojudih Coal Washery of M/s Bharat Coking Coal Ltd. is justified in not departmentalising the 16 contract workers (as shown in the annexure) employed in the job of maintenance of water Supply System at Intake Well at Bhojudih Coal Washery? If not, to what relief are the workmen concerned entitled and from which date ?"

5. It is stated by the petitioner that the tribunal adjudicating the issue under reference, did not deal with the question while passing the impugned award.

6. It is submitted that under Section 10(1)(d) of the Industrial Disputes Act, 1947, the appropriate Government could refer any dispute for adjudication before the Industrial Tribunal only where the matters are related to/specified in the Second Schedule or Third Schedule of the said Act.

7. It is further stated that the appropriate Government, Central or State, before issuing notification under Section 10(1) of the Contract Labour (Regulation and Abolition) Act, 1970, had to take into consideration some factors including whether the job contemplated by the contract labourers is of perennial in nature or not.

8. It is thus submitted that the said tribunal had no jurisdiction to pass the said award and it was only the appropriate government who is the authority to consider the case under Section 10 of the Contract Labour (Regulation and Abolition Act 1970).

9. Considering the point of jurisdiction it is on record that the reference made to the tribunal, which adjudicated the same, was made by the appropriate government and as such the point of jurisdiction raised is decided in the affirmative.

10. It is the further case of the petitioner that the 16 contract labourers were engaged by different contractors during the summer season, only to channelize the water to the intake well through temporary channels, when the upstream waters of river Damodar is far away.

11. The said workers were also temporarily engaged in the job of distillation of intake well, annual maintenance of intake well pump and maintenance of pipeline from intake well to siding pool and cleaning of foot valve of the pump and its surroundings, as and when required and it is thus stated **that the said job did not exist continuously throughout the year and was not permanent in nature.**

12. It is stated that the respondent Union in this case has claimed the absorption of the contract workers upon comparing their work under Bhojudih Coal Washery with that of Dugda Coal Washery and Patherdih Coal Washery. The Union on behalf of the contract workers claimed that since contract workers of the Dugda Coal Washery and the Patherdih Coal Washery were made permanent, their employment was also required to be made permanent on that ground only.

13. In support of the said claim of the petitioner's case is that the case of Dugda Coal Washery and the Patherdih Coal Washery is just the reverse case of Bhojudih Coal Washery, as the said

washeries are situated at the upstream of river Damodar and work which exists there is not seasonal in nature, but throughout the year.

14. It is further stated that departmentalization of outside workers, cannot form the subject matter of Industrial Dispute as there is no Employer-Employee relationship and the petitioner thus prays for setting aside of the said award which it is submitted, is not in accordance with law.

15. The respondent no. 3 union herein on behalf of the 16 workmen has argued on filing its written notes, that the facts of this case is that the workers namely Charan Bouri with 15 other workers have been working as contract labour, who are engaged by different contractors and the said workers are working continuously from the start of the job of maintenance for water supply system at the intake well of Bhojudih Coal Washery of M/s Bharat Coking Coal Limited from the year 1983.

16. That the Bhojudih Coal Washery was a unit under the Central Coal Washery organization of erstwhile Hindustan Steel Limited (HSL) and then the Steel Authority of India Ltd. (SAIL). It was brought under the Administrative control of Bharat Cooking Coal Limited. The washery was established for washing of raw coal for supply to different steel plants.

17. Before establishment of the organization, water supply was being made available from intake well at the Bank of river Damodar to Bhojudih Coal Washery Plant and also for supply of drinking water to colonies of the company. **Uninterrupted working for supply of water is a permanent nature of job,** the same set of labours which include the referred workmen worked all the time, though as many as nine contractors were changed but they presently work with the same employer.

18. The union has urged for direction to the management for regularization of the service of the referred workmen by taking them on the permanent roll of the company as category-1 general mazdoor and allow them all the benefits with effect from 01.01.1983.

19. That the said workers are temporarily engaged for minimum wages of the intake pumps and the well and the said temporary jobs have not been prohibited by the Government under the Contract Labour Act.

20. The workmen are working under different contractors and facts also remain undisputed that the workmen have been **working since 1983** to till now in the same job under different contractors of the employer.

21. Some workers have died while in service. All the 16 workers have been engaged on the job of maintenance of continuous water supply system of intake well at Bhojudih Coal Washer.

22. This job is of permanent and perennial nature. These workmen have been continuously working from 1st June 1983 till date. The regular supply of water to the plaint as also to the resident of the Colony of Bhojudih Coal Washer is entirely dependent on this system and this system is continuous and perennial in nature.

23. Thus Bhojudih Coal Washery is the principal employer. Bhojudih Coal Washery awards the contract and the contractors engage the labour. The same set of labour has been engaged on the said job for the **last 40 years continuously.** Thus they are due for regularization against permanent job on equal pay as that of regular company employee engaged by Bhojudih Coal Washery.

24. In support of their contentions that the industrial tribunal has jurisdiction to decide a dispute under Section 10(1) of the ID Act. The respondents have relied upon the judgment of the Supreme Court in ***(2015) 9 SCC 786, Durgapur Casual Workers Union versus Food Corporation of India; (2010) 9***

SCC 247 State of Karnataka and Ors. Versus M.L. Kesari and Ors. for regularization and few judgments.

25. From the materials on record it is evident that:-

i. 16 referred workmen are employed with the petitioner company since 1983 (for over 40 year) though through various contractors, who were being admittedly engaged by the petitioner company as contractors, who in turn employed labour/workmen.

ii. It is claimed by the respondent 16 referred workmen that they stand on the same footing as the workers of other washeries and as such are entitled to the same benefits as them, though the petitioners have tried to put forward a case that these workmen are engaged on seasonal basis and as such cannot be considered for benefits similar to regular employees of the company, leave aside the claim of regularization.

iii. From the impugned order, it appears that the issues framed by the tribunal are as follows:-

> *"1) Whethere for the working of the workmen under different Contractors of the BCCL is to be considered as Employer Employee relation between the parties?*

2) Whether the workmen have been working against permanent or temporary nature of job.

3) Whether the workmen are entitled to be regularized in the service."

iv. **Findings of the tribunal in the impugned award are:-**

"a) There is no dispute, that the Contractor under whom the workmen have been working are the Contractors of the BCCL and that same set of workers which include the referred workmen have been continuously working in the same job and at same place since the year 1983.

b) The oral evidence of the P/w 1 goes to show that workers were engaged in supply of water to the plant for production of goods to the benefit of the Management. Supply of water is absolutely required for working of the washery as well as for drinking purpose. Evidence of the witness for the union, Haradhon Mudi (ww-1) on this score remained unchallenged. In view of the above there is no persistent of doubt about the permanent nature of the works in which the referred workmen have been engaged.

c) *The Management has failed to prove that the works are prohibited under the C.L.R.A. Act. Or at all that the contractors have been issued with the license under the said Act to consider the workmen as contract labours under them. There is thus reason to believe that the real facts are being camouflaged. There is a clear admission by the MW-1 that the workmen have been engaged in supply of water to the plant for production of goods for the benefit of the establishment.*

d) *The presence, of intermediate contractors with whom alone the workers have immediate or direct relationship in contract is of consequence, when on lifting the veil or looking at the conspectus of tutors governing employment, decern the naked Truth, though drepped in different perfect paper arrangement that the real employer is the management "xxxx".”*

26. The Supreme Court in ***Steel Authority of India Limited vs. Workmen of Steel Authority of India Limited & Anr., Civil Appeal Nos. 902-903 of 2023 (arising out of SLP (C) Nos. 26634-26635 of 2019), decided on February 07, 2023,*** held:-

*"**13.** ……it is not necessary to regularize the services of the workmen who have died, retired or still in employment and **even in the absence of such a status, they shall be entitled to the following service benefits:***

(i) Pay-scale at par with the employees who are on the roll of the appellant – Authority;
(ii) The benefit of provident fund;
*(iii) **The benefit under the Gratuity Act;***
(iv) The other service benefits including the medical allowance which the appellant – Authority has granted to its employees under the Service Regulations or through administrative decisions from time to time. Such benefits will be admissible from the cut-off date determined by the Tribunal."

5. *In **Steel Authority of India Limited (supra),** the Supreme Court further held:-*

*"**12.** The issue whether the workmen were employed by IISCO or they were contractual employees is essentially a question of fact which has been examined in depth by the Tribunal, learned Single Judge as well as the Division Bench of the High Court, holding concurrently that the workmen were actually the employees of the appellant – Authority. Such a finding of fact does not warrant for any interference by this Court.*

***14.** Let the arrears of these benefits be released to the respondent – workmen within four months from the date of receipt of bank account details of the individual employees/their legal heirs. In case the service benefits are released within four months, no interest shall be paid to the respondent – workmen. In case the payments are delayed, the workmen will be entitled for interest at the rate of 7% p.a."*

27. In ***Bharat Heavy Electricals Ltd. Vs. Mahendra Prasad Jakhmola and Ors., (2019) 13 SCC 82,*** *the Supreme Court held:-*

***"24.** We may hasten to add that this view of the law has been reiterated in Balwant Rai Saluja v. Air India Ltd. [Balwant Rai*

Saluja v. Air India Ltd., (2014) 9 SCC 407 : (2014) 2 SCC (L&S) 804] , as follows : (SCC pp. 437-38, para 65)

"65. Thus, it can be concluded that the relevant factors to be taken into consideration to establish an employer-employee relationship would include, inter alia:

(i) who appoints the workers;

(ii) who pays the salary/remuneration;

(iii) who has the authority to dismiss;

(iv) who can take disciplinary action;

(v) whether there is continuity of service; and

(vi) extent of control and supervision i.e. whether there exists complete control and supervision.

As regards extent of control and supervision, we have already taken note of the observations in Bengal Nagpur Cotton Mills case [Bengal Nagpur Cotton Mills v. Bharat Lal, (2011) 1 SCC 635 : (2011) 1 SCC (L&S) 16] , International Airport Authority of India case [International Airport Authority of India v. International Air Cargo Workers' Union, (2009) 13 SCC 374 : (2010) 1 SCC (L&S) 257] and Nalco case [NALCO Ltd. v. Ananta Kishore Rout, (2014) 6 SCC 756 : (2014) 2 SCC (L&S) 353] ."

28. In ***Hussainbhai, Calicut vs The Alath Factory Thezhilali Union, Kozhikode & Ors., (1978) 4 SCC 257,*** the Supreme Court held:-

"Held:

The facts found are that the work done by the workmen was an integral part of the industry concerned, that the raw material was supplied by the management, that the factory premises belonged to the management, that the equipment used also belonged to the management, and that the finished product

was taken by the management for its own trade. The workmen were broadly under the control of the management and defective articles were directed to be rectified by the management. This concatenation of circumstances is conclusive that the workmen were the workmen of the petitioner.

(Para 2)

The true test is where a worker or group of workers labour to produce goods or services and these goods or services are for the business of another, that other is, in fact, the employer. He has economic control over the workers' subsistence, skill and continued employment. If he, for any reason, chokes off, the worker is virtually laid off. The presence of intermediate contractors with whom alone the workers have immediate or direct relation-ship ex contractu is of no consequence, when, on lifting the veil or looking at the conspectus of factors governing employment, the naked truth is discerned, and especially since it is one of the myriad devices resorted to by manage-ments to avoid the responsibility when labour legislation casts welfare obligations on the real employer based on Arts. 38, 32, 42, 43 and 43A. If livelihood of the workmen substantially depends on labour rendered to produce goods and services for the benefit and satisfaction of enterprise, the absence of direct relationship or the presence of dubious intermediaries cannot snap the real life-bond. If, however, there is total dissociation, in fact, between the disowning management and the aggrieved workmen, the employer is in substance and in real life-terms, by another.

(Paras 5 to 7)

Mangalore Ganesh Beedi Works v. Union of India, (1974) 4 SCC 43: 1974 SCC (L & S) 205, followed."

29. In ***Subramaniam S. Arjun & 15 Ors. vs Oil & Natural Gas Corporation Ltd. And……., decided on 23 August, 2023,*** the Bombay High Court held:-

> *"59. Having dealt with the rival submissions, this Court in exercise of plenary writ jurisdiction must look at the substance of the matter and where justice of the case lies. The petitioners rendered services as contract workmen to ONGC in excess of 15 years, on an average.* ***The petitioners services were so utilized through different contractors. The contractors changed but the principal employer remained constant.*** *ONGC had entered into a MoU to make a provision to extend the gratuity benefit to the contract-workmen. In this setting of the matter, if the submission on behalf of ONGC is to be accepted, the contractor through whom the services of the petitioner were being used on the date of the cessation of employment, would alone be the person liable to pay the gratuity for the entire service tenure and that would bring in the element of the liability of the last contractor to pay gratuity even in respect of the past service for which the contract employees were not employed by him. Such liability can only be fastened either under a statutory obligation or contractual stipulation. No statutory prescription to cover such liability could be pressed into service by the ONGC. Nor the Court finds any such contract between last contractor and the predecessor contractors, or for that matter, between the last contractor and ONGC. In contrast, in the case of Cummins (supra), the successor contractor had incurred an obligation pursuant to a contract with the predecessor contractor, to pay gratuity.*
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> *60. The conspectus of aforesaid consideration is that the Appellate Authority was in error in setting aside the order passed by the Controlling Authority fastening the liability on ONGC to pay gratuity. Petitions thus deserve to be allowed."*

30. In ***Indian Institute of Technology Bombay vs Tanaji Babaji Lad & Ors., in Writ Petition No. 12746 of 2024,*** the Bombay High Court held:-

> *"31) When IIT, Bombay is specific in directing deposit of ESIC and PF contribution, it is incomprehensible as to why liability for payment of gratuity was not specifically incorporated in the Work Order. It appears that in the description of work appended to the contract, there is a condition for continuous deployment of workmen for maximum 89 days excluding Sundays and holidays against various requisition issued by the Estate Office. Far from engaging different workers for maximum tenure of 89 days, the Respondents continued to work with IIT, Bombay notwithstanding replacement of various contractors. In fact, if the tests laid down by the Apex Court in* ***Balwant Rai Saluja & Anr Etc.Etc vs Air India Ltd.& Ors, AIRONLINE 2013 SC 652,*** *Respondent would be in a position to satisfy most of the said tests for the purpose of establishment of employer –employee relationship even under the ID Act. Since the enquiry into existence of employeremployee relationship in the context of PG Act is summary or preliminary in nature, which does not bind parties outside the framework of PG Act, it is not necessary to satisfy all the tests laid down in* ***Balwant Rai Saluja*** *(supra). Be that as it may. It is not necessary to delve deeper into the terms and conditions of Work Order to which Respondents are not parties. The present case involves peculiar facts and circumstances,* ***under which some workmen have continued with IIT-Bombay through multiple contractors. I am therefore, convinced that for the limited purpose of payment of gratuity, Respondents are required to be treated as employee of IIT Bombay. No interference is therefore warranted in the impugned orders."***

31. In ***Balwant Rai Saluja & Anr. Etc. Etc vs Air India Ltd. & Ors., 2014 (9) SCC 407, on decided on 25 August, 2014,*** the Supreme Court held:-

"1. In view of the difference of opinion by two learned Judges, and by referral order dated 13.11.2013 of this Court, these Civil Appeals are placed before us for our consideration and decision. The question before this bench is whether the workmen engaged in statutory canteens, through a contractor, could be treated as employees of the principal establishment.

2. At the outset, it requires to be noticed that the learned Judges differed in their opinion regarding the liability of the principal employer running statutory canteens and further regarding the status of the workmen engaged thereof. The learned Judges differed on the aspect of supervision and control which was exercised by the Air India Ltd. (for short, "the Air India")- respondent No. 1, and the Hotel Corporations of India Ltd. (for short, "the HCI")- respondent No. 2, over the said workmen employed in these canteens. The learned Judges also had varying interpretations regarding the status of the HCI as a sham and camouflage subsidiary by the Air India created mainly to deprive the legitimate statutory and fundamental rights of the concerned workmen and the necessity to pierce the veil to ascertain their relation with the principal employer.

84. In our considered view, and in light of the principles applied in the Haldia case (supra), such control would have nothing to do with either the appointment, dismissal or removal from service, or the taking of disciplinary action against the workmen working in the canteen. The mere fact that the Air India has a certain degree of control over the HCI, does not mean that the employees working in the canteen are the Air India's employees. The Air India exercises control that is in the nature of supervision. Being the primary shareholder in the HCI and shouldering certain financial burdens such as providing with the subsidies as required by law, the Air India would be entitled to have an opinion or a say in ensuring effective utilization of resources, monetary or otherwise. The said supervision or control would appear to be merely to ensure due maintenance of standards and quality in the said canteen.

85. Therefore, in our considered view and in light of the above, the appellants-workmen could not be said to be under the effective and absolute control of Air

India. The Air India merely has control of supervision over the working of the given statutory canteen. Issues regarding appointment of the said workmen, their dismissal, payment of their salaries, etc. are within the control of the HCI. It cannot be then said that the appellants are the workmen of Air India and therefore are entitled to regularization of their services.

86. It would be pertinent to mention, at this stage, that there is no parity in the nature of work, mode of appointment, experience, qualifications, etc., between the regular employees of the Air India and the workers of the given canteen. Therefore, the appellants-workmen cannot be placed at the same footing as the Air India's regular employees, and thereby claim the same benefits as bestowed upon the latter. It would also be gainsaid to note the fact that the appellants-herein made no claim or prayer against either of the other respondents, that is, the HCI or the Chefair.

87. In terms of the above, the reference is answered as follows :

The workers engaged by a contractor to work in the statutory canteen of a factory would be the workers of the said factory, but only for the purposes of the Act, 1948, and not for other purposes, and further for the said workers, to be called the employees of the factory for all purposes, they would need to satisfy the test of employer-employee relationship and it must be shown that the employer exercises absolute and effective control over the said workers."

32. In the present case:-

a) The workers were appointed through contractors.

b) Wages was paid by the contractors.

c) The workers though working under one contractor after another, worked with the same principal employer, the petitioner herein.

33. In ***Jaggo vs Union of India & Ors., (2024 INSC 1034), decided on 20th December 2024,*** the Supreme Court held:-

> *"**25.** It is a disconcerting reality that temporary employees, particularly in government institutions, often face multifaceted forms of exploitation. While the foundational purpose of temporary contracts may have been to address short-term or seasonal needs, they have increasingly become a mechanism to evade longterm obligations owed to employees. These practices manifest in several ways:*
>
> - ***Misuse of "Temporary" Labels:** Employees engaged for work that is essential, recurring, and integral to the functioning of an institution are often labeled as "temporary" or "contractual," even when their roles mirror those of regular employees. Such misclassification deprives workers of the dignity, security, and benefits that regular employees are entitled to, despite performing identical tasks.*
> - ***Arbitrary Termination:** Temporary employees are frequently dismissed without cause or notice, as seen in the present case. This practice undermines the principles of natural justice and subjects workers to a state of constant insecurity, regardless of the quality or duration of their service.*
> - ***Lack of Career Progression:** Temporary employees often find themselves excluded from opportunities for skill development, promotions, or incremental pay raises. They remain stagnant in their roles, creating a systemic disparity between them and their regular counterparts, despite their contributions being equally significant.*
> - ***Using Outsourcing as a Shield:** Institutions increasingly resort to outsourcing roles performed by temporary employees, effectively replacing one set of exploited workers with another. This practice not only perpetuates exploitation but also demonstrates a deliberate effort to bypass the obligation to offer regular employment.*
> - ***Denial of Basic Rights and Benefits:** Temporary employees are often denied fundamental benefits such as pension, provident fund, health insurance, and paid leave, even when their tenure spans*

decades. This lack of social security subjects them and their families to undue hardship, especially in cases of illness, retirement, or unforeseen circumstances.

26. *While the judgment in* ***Uma Devi*** *(supra) sought to curtail the practice of backdoor entries and ensure appointments adhered to constitutional principles, it is regrettable that its principles are often misinterpreted or misapplied to deny legitimate claims of long-serving employees. This judgment aimed to distinguish between "illegal" and "irregular" appointments. It categorically held that employees in irregular appointments, who were engaged in duly sanctioned posts and had served continuously for more than ten years, should be considered for regularization as a one-time measure.*

However, the laudable intent of the judgment is being subverted when institutions rely on its dicta to indiscriminately reject the claims of employees, even in cases where their appointments are not illegal, but merely lack adherence to procedural formalities. Government departments often cite the judgment in ***Uma Devi*** *(supra) to argue that no vested right to regularization exists for temporary employees, overlooking the judgment's explicit acknowledgment of cases where regularization is appropriate. This selective application distorts the judgment's spirit and purpose, effectively weaponizing it against employees who have rendered indispensable services over decades.*

27. *In light of these considerations, in our opinion, it is imperative for government departments to lead by example in providing fair and stable employment. Engaging workers on a temporary basis for extended periods, especially when their roles are integral to the organization's functioning, not only contravenes international labour standards but also exposes the organization to legal challenges and undermines employee morale.*

By ensuring fair employment practices, government institutions can reduce the burden of unnecessary litigation, promote job security, and uphold the principles of justice and fairness that they are meant to embody. This approach aligns with international standards and sets a positive precedent for the private sector to follow,

thereby contributing to the overall betterment of labour practices in the country."

34. The Supreme Court's decision in ***Jaggo v. Union of India (2024 INSC 1034)*** sets a significant precedent for the regularization of long-serving temporary employees in government institutions. The judgment clarifies that:-

- *Lengthy and uninterrupted service in essential functions can warrant regularization, even if initial appointments were irregular.*
- *The misuse of temporary or part-time labels to deny employees their rightful claims is unacceptable and contrary to principles of fairness and equity.*
- *The decision discourages the exploitation of workers through temporary contracts and arbitrary terminations, encouraging government institutions to adhere to fair employment practices.*
- *The judgment is likely to influence future cases involving similar disputes, guiding courts to look beyond the initial terms of engagement and consider the actual nature and duration of service.*
- *It reinforces the responsibility of government departments to lead by example in providing stable and fair employment, thereby setting a higher standard for the private sector as well.*

35. Thus in the guidelines of the Supreme Court, to consider a prayer for **regularization of a casual worker the criterias** are:-

i. Length of service,

ii. Whether working in the vacancy of a permanent post.

iii. Whether the worker carried out the duties of a regular employee for a substantial period of his service.

iv. Etc.

36. In the present case, the 16 referred workers have put in about 40 years of service, working under the same principle employer being the petitioner here, doing work perennial in nature.

37. Thus, the award dated 26th May, 2010, in Reference No. 38 of 1998, passed by the learned Presiding Officer, Central Government Industrial Tribunal, Asansol, being in accordance with law, requires no interference.

38. WPA 20646 of 2010 is dismissed.

39. All connected application, if any, stands disposed of.

40. Interim order, if any, stands vacated.

41. Urgent Photostat certified copy of this judgment, if applied for, be supplied to the parties, expeditiously after complying with all necessary legal formalities.

[Shampa Dutt (Paul), J.]