

[Open Court]

**CENTRAL ADMINISTRATIVE TRIBUNAL, ALLAHABAD  
BENCH ALLAHABAD**

**THIS THE 12<sup>TH</sup> DAY OF AUGUST, 2011**

Present:-

**HON'BLE MR. JUSTICE S. C. SHARMA, J.M.**

**HON'BLE MR. D. C. LAKHA, A.M.**

Original Application No. 1475 of 2002

U/s 19, Administrative Tribunal Act, 1985

Onkar Nath Tiwari son of Shri Radhey Shyam Tiwari, Ex-Extra Departmental Delivery Agent (E.D.D.A) Branch Post Deoria Meer (Deoria), Resident of Village Augastpar, Post Office- Deoria, District- Deoria.

.....Applicant

**VERSUS**

1. Union of India through Secretary Ministry of Communication, Department of Post, New Delhi.
2. The Post Master General, Gorakhpur, Region, Gorakhpur.
3. The Senior Superintendent of Post Office, Deoria.

.....Respondents

Advocate for the Applicant:-

Sri A. Singh  
Sri N. P. Singh

Advocate for the Respondents:-

Sri Himansu Singh

**ORDER**

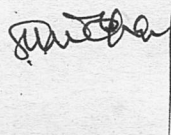
**Instant O.A. has been instituted for the following reliefs:-**

*"(I). To issue an order, or direction directing the respondents to reinstate the applicant with full back wages and all other benefits permissible to the post Extra Departmental Delivery Agent (i.e. E.D.D.A).*

*(II). To issue an order or direction directing the respondent to pay the arrears of salary of applicant with interest at the rate of 18%."*

2. The pleadings of the parties may be summarised as follows:-

It has been alleged by the applicant that he <sup>had</sup> worked on the post of Extra Departmental Delivery Agent (E.D.D.A.) in the year 1997 on Branch Post office Deoria, Meer, Deoria. That the applicant worked



from 03<sup>rd</sup> June, 1997 to 17<sup>th</sup> January, 1998, from 24<sup>th</sup> January, 1998 to 31<sup>st</sup> August, 1998 at the same Branch Post Office. That all of sudden the services of the applicant was terminated by the respondents orally without giving any notice. That no complaint has ever been made against the applicant from any public or authority regarding discharge of his duties. That the arrears of the salaries had also not been paid to the applicant. A representation was submitted to the respondents for payment of arrears of the salary and to reinstate him in the job, but as the respondents terminated the services of the applicant by oral order, hence the O.A.

3. Respondents contested the case and filed Counter Reply and denied from the allegations made in the O.A.. It has further been alleged that the applicant made a representation to the P.M.G., Gorakhpur. That the respondents are ready to pay the wages for the period for which the applicant had worked, efforts were made by the respondents to pay the wages of the period during which the applicant had worked on the post. The applicant was not appointed on the post of E.D.D.A., hence the question of extension from the said post did not arise, because he was engaged as an outsider for short term on vacancy as substitute on the responsibility of the regular E.D.D.A. Sri Om Prakash Mishra. That Sri Om Prakash Mishra had already been working on the said post of E.D.D.A., Deoria, Meer Deoria, hence the question of appointment of the applicant does not arise. That the respondents are ready and willing to pay the salaries. Supplementary Counter Affidavit has also been filed ~~on been filed~~ <sup>2</sup> on behalf of the

*Antony*

respondents and <sup>in R</sup> Supplementary Counter Affidavit it has been alleged that the notices were issued to the applicant for payment of the wages, but he has not received. That neither the applicant was appointed regularly nor provisionally and he was appointed as an outsider on temporary basis in the year 1997. He has not worked continuously for a period of three years and he has not been declared as retrenched ED employee.

4. Rejoinder Affidavit has also been filed on the behalf of the applicant of the Counter filed on behalf of the respondents, but no Supplementary Rejoinder Affidavit has been filed of the Supplementary Counter Affidavit filed on behalf of the respondents.

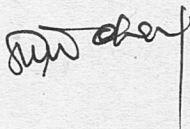
5. We have heard Sri N. P. Singh, Advocate for the applicant and Sri Himansu Singh, Advocate for the respondents and perused the entire facts of the case.

6. It has been alleged by the applicant that he was appointed as E.D.D.A. in the year 1997 on Branch Post office Deoria, Meer, Deoria. That the applicant worked from 03<sup>rd</sup> June, 1997 to 17<sup>th</sup> January, 1998, from 24<sup>th</sup> January, 1998 to 31<sup>st</sup> August, 1998 at the same Branch Post Office. But all of a sudden the services of the applicant was terminated by the respondents by an oral order, however, there is no complaint against the applicant and salaries has also not been paid and applicant deserves to be regularized and the

*AW Chary*


respondents specifically denied from appointing the applicant on the post of E.D.D.A. regularly or provisionally and it has been specifically alleged that he was an outsider and he was engaged on the responsibility of one regular E.D.D.A. and hence the question does not arise for appointment of the applicant. This fact has not been controverted by the applicant specifically and moreover, no appointment letter has been filed by the applicant to show that he was appointed on the post of E.D.D.A. on regular or on provisional basis, he was only appointed on the assurance and responsibility of one E.D.D.A. working on that post and the respondents have also denied that the applicant has worked continuously for a period of three years. Moreover, it has also been alleged by the applicant the salary for the period during which he had worked has not been paid to him, orders were passed in this connection on 27<sup>th</sup> March, 2007 and it was observed in the order that the dispute in this case is regarding payment of dues to the applicant for his work as outsider in the capacity of Postman on a stop gap arrangement. Although, several orders were passed for directing the respondents to pay the dues as ordered on 27<sup>th</sup> March, 2007, but ultimately whatever was due to the applicant was paid today.

7. We are also of the opinion that considering the facts of the case the dispute is regarding the payment of arrears of the period during which the applicant has worked. The applicant has not produced any appointment letter appointing him on the post of E.D.D.A., Meer,

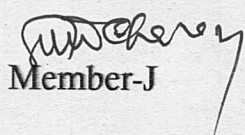


Deoria, but he was engaged temporarily on the vacant post of regular E.D.D.A. and he does not deserve to be regularized, because there is no policy of Govt. of India for regularization of such an employee who has been engaged temporarily. The applicant <sup>was.</sup> ~~was not~~ neither regularly appointed nor provisionally appointed, hence no right and title accrue in favour of the applicant for regularization or otherwise, O.A. lacks merits and liable to be dismissed.

8. O.A. is dismissed. No order as to costs.

  
Member-A

/Dev/

  
Member-J