

CENTRAL ADMINISTRATIVE TRIBUNAL

ERNAKULAM BENCH

O.A.No.193/95

Tuesday the 22nd day of August, 1995.

CORAM:

HON'BLE MR.JUSTICE CHETTUR SANKARAN NAIR, VICE CHAIRMAN

HON'BLE MR.S.P.BISWAS,ADMINISTRATIVE MEMBER

1. T.K.Gangadharan, Postal Assistant, Kerala Circle Stamp Depot, Ernakulam.
2. K.J.Thomas, Postal Assistant, Kerala Circle Stamp Depot, Ernakulam.
3. C.K.Appukuttan, Postal Assistant, Kerala Circle Stamp Depot, Ernakulam.
4. Smt.K.M.Mariamma, Postal Assistant, Kerala Circle Stamp Depot, Ernakulam.
5. Smt.T.A.Soujeth, Postal Assistant, Kerala Circle Stamp Depot, Ernakulam.
6. Smt.Gracy George, Postal Assistant, Kerala Circle Stamp Depot, Ernakulam.
7. Sri T.P.Krishnankutty, Lower Selection Grade Kerala Circle Stamp Depot, Ernakulam.
8. Smt.Kunjamma Samuel, Lower Selection Grade, Kerala Circle Stamp Depot, Ernakulam.
9. Sri M.M.Abdul Rasheed, Group D official, Kerala Circle Stamp Depot, Ernakulam.
10. P.V.Joseph, Group D official, Kerala Circle Stamp Depot, Ernakulam.
11. P.G.Komalavally, Group D official, Kerala Circle Stamp Depot, Ernakulam.
12. P.J.Paul, Extra Departmental Packer, Kerala Circle Stamp Depot, Ernakulam.
13. P.K.Prasad, Extra Departmental Packer, Kerala Circle Stamp Depot, Ernakulam.
14. A.Sudhakaran, Extra Departmental Packer, Kerala Circle Stamp Depot, Ernakulam.
15. C.Prabhakaran, Carpenter, Kerala Circle Stamp Depot, Ernakulam. .. Applicants

(By Advocate Mr.P.C.Sebastian)

vs.

1. The Superintendent, Kerala Circle Stamp Depot, Kochi-16.
2. The Director of Postal Services, Headquarters Region, Kerala Postal Circle, Thiruvananthapuram.

3. The Chief Postmaster General,
Kerala Circle, Thiruvananthapuram.

4. Union of India, represented by the
Director General, Department of Posts,
Dak Bhavan, New Delhi. ..Respondents

(By Advocate Mr.Saji Varghese for ACGSC)
Mr.N.Nandakumara Menon - Amicus Curiae)

The application having been heard on 22.8.95, the Tribunal on the same day delivered the following:

ORDER

CHETTUR SANKARAN NAIR(J), VICE CHAIRMAN:

Applicants who were asked to erase an extra alphabet from Post Cards claim remuneration for that work at a rate above the rates sanctioned in A2 and A8 .

2. The Post cards were printed and as it often happens, it contained a message against the use of drugs. While printing the message, an alphabet which was not intended and which was entirely out of context, appeared before the message making the message somewhat meaningless. It was therefore decided to get the alphabet erased. For that purpose applicants and those like them, were commissioned and an honorarium was offered to them. The honorarium stipulated in A2 was Rs.7000/-(Rupees seven thousand), and that was increased to Rs.10,000/-(Rupees ten thousand) by A8. According to applicants Rs.10,000/- is not adequate compensation, and it should have been much more, at least Rs.19,000/-(Rupees nineteen thousand) as promised by second respondent.

3. There is no denial by second respondent about making a promise, in the reply statement. We should have expected him to be categoric in his statement, particularly when public funds

are involved. Be that as it may, we will examine whether there is a cause of action known to law available to applicants. Shri Sebastian learned counsel for applicants argued at great length and cited decisions explaining the principle of promissory estoppel. Promissory estoppel has been recognised as a cause of action in this country at least since the celebrated Anglo Afghan Agencies case (AIR 1968 SC 718). If a promise is made, it shall be enforced. This principle in the Law of Contract, is extended to the areas of quasi contracts. Thus arises the doctrine of promissory estoppel. This, however, is subject to well known limitations, such as that the person who makes the promise must have the authority to do so, that the promise must be consistent with principles of public policy and so on. In M/s.Jitram Shivkumar & others vs. State of Haryana and another, AIR 1980 SC 1285 and Vasant Kumar Radhakrishnan and another vs. The Board of Trustees of the Port of Bombay and another, AIR 1991 SC 14, the Court has made it clear that the authority who makes the promise, must be clothed with the authority to do so, and that assumed powers will not bind the Government. The State is not subject to the same rigours and to the same extent, as a private person, in matters of estoppel where the exercise of sovereign/regal functions are involved.

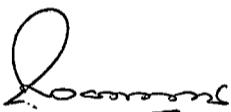
4. In the case on hand second respondent is said to have extended the promise. An office note by first respondent Superintendent, suggesting that the second respondent Director had sanctioned a higher payment is the basis of the claim. Neither the first respondent nor the second respondent, had any manner of authority to hold out such a promise and an office note is not an instrument upon which liability can be found in a sovereign body.

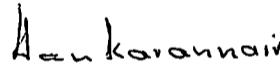
5. The contention of the applicants is bereft of any merit. That apart there is no basis to think that the work was completed properly or to the satisfaction of the competent authority. On this sole ground the application could have been dismissed. ~~That~~ ~~apart~~ Only a 'settled' amount with 'prior consent' can be paid as honorarium under FR 46(b), that too, on the sanction of the competent authority for special reasons. There are neither special reasons nor prior consent nor a settled amount. This application is nothing short of an exploratory venture, and Courts/Tribunals should not lend their arm to such.

6. The application is without merit and we dismiss the same, reluctantly, without costs.

7. We place on record appreciation of the help rendered by Shri N.Nandakumara Menon as Amicus Curiae and argued the case elaborately referring to authorities on the subject.

Dated the 22nd August, 1995.


S.P.BISWAS
ADMINISTRATIVE MEMBER


CHETTUR SANKARAN NAIR(J)
VICE CHAIRMAN