

CENTRAL ADMINISTRATIVE TRIBUNAL

LUCKNOW BENCH, LUCKNOW

Original Application No. 396/2005

This, the 19th day of September, 2011

HON'BLE JUSTICE ALOK KUMAR SINGH, MEMBER (J)
HON'BLE SHRI S.P. SINGH, MEMBER (A)

Amardeep Yadav aged about 30 years son of Sri Ram Pati Yadav, at present working as GDSMD/MC, Sadarpur, District- Barabanki

Applicant.

By Advocate: Sri Surendran P

Versus

1. Union of India through the Chief Post Master General, U.P.Circle, Lucknow.
2. Superintendent of Post Offices, Barabanki, Sub Division Barabanki.
3. Assistant Superintendent of Post Office3s, Barabanki Sub Division, Barabanki.
4. Post Master, Head Post Office, Barabanki.
5. Assistant Post Master (Mail), Head Post Office, Barabanki.

Respondents.

By Advocate: Sri S.P. Singh

ORDER (Dictated in Open Court)

By Hon'ble Shri Justice Alok Kumar Singh, Member (J)

This O.A. has been filed for the following relief:-

Wherefore, it is most respectfully prayed that this Hon'ble Tribunal may kindly be pleased to issue a direction to the respondents to pay the applicant the salary in the pay scale of Rs. 3050-4590 meant for the post of regular Post Man, as he performed the duties of Regular Post Man as per the orders of the opposite parties No.3 to 5 with effect from 31.5.2003 to 13.5.2005. It is so prayed in the interest of justice.

2. The case of the applicant is that while working as GDSMD/MC, Sadarpur, District- Barabanki, vide order dated 29.5.2003 passed by opposite party No. 3, he was attached to Head Post Office, Barabanki. In compliance thereof, he joined

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there as per joining report (Annexure -3). He worked there from 31.5.2003 to 13.5.2005. Thereafter, he was relieved on 14.6.2005 and he came back to the charge of GDSMD/MC, Sadarpur. It is further submitted that on 4.7.2005, he moved an application to opposite party No. 4 stating that he may be given a copy of order book of Assistant Post Master, Barabanki Mail Branch showing that he worked as he worked as Postman, Beat No.2 w.e.f. 31.5.2003 (Annexure -6) but he was not provided a copy thereof. On 20th July, 2005, he again moved an application with the same request, which is still pending (Annexure-7). He moved a detailed representation thereafter on 25.7.2003. Obviously, there is a printing mistake about the year 2003. But the relevant annexure -8 is also undated.

3. In the Counter Reply, the claim has been contested on the ground that in compliance of order dated 29.5.2003, the applicant has assumed the charge of EDDA (now re-designated as GDSMD) and he performed his duty at Barabanki Head Office in that capacity only as mentioned in his joining charge report dated 31.5.2003 (Annexure 3). Since he worked as EDDA at Barabanki Head Office in that capacity, there is no question of pay and allowances at par with Departmental Postman. It is also contended that he never submitted any such application/ representation for payment of such salary at par with the departmental postman (during the relevant period).

4. In the Rejoinder Reply, most of the pleadings contained in the O.A. have been reiterated.

5. Heard the arguments of the learned counsel for the parties and perused the material on record.

6. At the outset, it may be mentioned that indisputably, vide order dated 29.5.2003, passed by opposite party No.4 (Annexure -1), he was only attached temporarily with the Head Quarter, Barabanki. Though, the applicant had claimed in para 4.2 of the

O.A. that he was attached in the Head Quarter with the direction to opposite party No. 4 to take the work of Delivery of Postal Articles and other works from him. But, a careful scrutiny of this annexure shows that no where such written directions are mentioned. The Annexure -1 clearly shows that he was working as GDSMD/MC, Sadarpur and by means of this order dated 29.5.2003, he was simply attached temporarily (in the same capacity) at the Head Post Office, Barabanki. In other words, it was an order simplicitor for mere attachment and nothing else. This plea contained in para 4.2 has been specifically denied in para 5 of the C.A. and it has been further pleaded that the procedure for engagement of GDS officials against regular departmental vacancy of Postman is entirely different which is done with prior approval of competent authority and in this case, no such order/approval was ever issued in favour of the applicant. In para 2 of the C.A., it has been specifically pleaded that the applicant GDSMD/MC, Sadarpur, Branch Post Office under Shahpur Bhagauli SO, Barabanki was attached to Barabanki Head Post Office vide Memo dated 29.5.2003 and in compliance thereof, he assumed the charge of EDDA (Extra Departmental) (now re-designated as GDSMD) and he performed his duty at Barabanki Head Officer in the capacity of GDSMD as mentioned in his joining charge report dated 31.5.2003. During his attachment, he was granted paid leave admissible to the GDS cadre on different occasions. Lastly, he was relieved by the Post Master Barabanki, Head Office for his Branch Office on 21.5.2005. This para 2 has been replied in para 3 of the R.A. saying that contents of para 1 and 2 of the C.A. need no reply. If a specific pleading is not specifically denied, the same has to be treated as admitted. It is also relevant to mention that during the entire period of his attachment of about 2 years, he never raised any objection, that he was being paid the amount

what was admissible to GDS cadre and not the amount payable to a regular postman. Representation of about which the pleading has been made were made only after he was relegated to his original place. An argument has also been made that the work of Postman was taken from him and he performed that work during the period in question and this fact can be ascertained from the order book of Assistant Post Master, Barabanki Mail Branch, Beat No.2, but no rule or provision could be shown regarding maintenance of such order book particularly in respect of GDS (Gramin Dak Sevak). The respondents have also filed electrostat copies of certain leaves which were taken by him (Annexure CR-1). At the cost of repetition, it is to be reiterated that firstly no where in the order dated 29.5.2003, there was any direction that the work of regular Postman could be taken from the applicant. It was a simple order for attachment on the same post of GDSMD/MC. Only the place of work has been changed from Sadarpur Barabanki to Head Post Office, Barabanki. In absence of such an order, how the work of regular Postman could have been taken from him. Therefore, pleading to this effect as contained in para 4.2 that there was such direction is against the record. Moreover, there is nothing on record to substantiate his claim that for the aforesaid period of about 2 years, such duty was actually taken from him. Thirdly, from circumstances also this does not sound natural. Had he really performed the duties of regular Postman, then he would have certainly protested in writing or orally during the long period of two years, when he was being paid the amount which was admissible to GDSMD/MC and not the amount payable to a regular postman. But, he did not make any objection during that period and there is no such pleading.

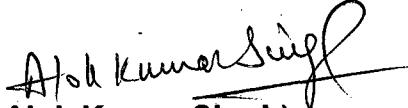
7. Probably, the applicant is also not sure about the alleged rule book. The relevant provision of service rules for Gramin Dak

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Sewak or Postman etc. could not be shown in respect of maintaining such rule book. Probably that was the reason as to why the applicant did not make any specific request for summoning the alleged rule book. Be that as it may. But, in our opinion, the applicant could not substantiate his claim and therefore, this O.A. deserves to be dismissed. Accordingly, O.A. is dismissed. No order as to costs.



(S.P.Singh)
Member (A)



(Justice Alok Kumar Singh)
Member (J)

HLS/-