

4/9/89

CENTRAL ADMINISTRATIVE TRIBUNAL
CIRCUIT BENCH, LUCKNOW

Registration No. 236 of 1989 (L).

APPLICANT(S) Dinesh Kumar & others

RESPONDENT(S) Union of India & others

Particulars to be examined

Endorsement as to result of examination

1. Is the appeal competent ?	Yes
2. a) Is the application in the prescribed form ?	Yes
b) Is the application in paper book form ?	Yes
c) Have six complete sets of the application been filed ?	2 Sets. filed
3. a) Is the appeal in time ?	Yes
b) If not, by how many days it is beyond time ?	—
c) Has sufficient cause for not making the application in time, been filed ?	—
4. Has the document of authorisation/ Vakalatnama been filed ?	Yes
5. Is the application accompanied by B.D./ Postal Order for Rs.50/-	Yes
6. Has the certified copy/copies of the order(s) against which the application is made been filed ?	Yes
7. a) Have the copies of the documents referred upon by the applicant and mentioned in the application, been filed ?	Yes
b) Have the documents referred to in (a) above duly attested by a Gazetted Officer and numbered accordingly ?	—
c) Are the documents referred to in (a) above neatly typed in double space ?	Yes
8. Has the index of documents been filed and pagging done properly ?	Yes
9. Have the chronological details of representation made and the outcome of such representation been indicated in the application ?	Yes
10. Is the matter raised in the application pending before any court of Law or any other Bench of Tribunal ?	—



Particulars to be Examined

Endorsement as to result of examination

11. Are the application/duplicate copy/spare copies signed ? Yes

12. Are extra copies of the application with Annexures filed ?
a) Identical with the Original ? Yes
b) Defective ?
c) Wanting in Annexures
Nos. _____ pages Nos. _____ ?

13. Have the file size envelopes bearing full addresses of the respondents been filed ?

14. Are the given address the registered address ? Yes

15. Do the names of the parties stated in the copies tally with those indicated in the application ? Yes

16. Are the translations certified to be true or supported by an Affidavit affirming that they are true ?

17. Are the facts of the case mentioned in item no. 6 of the application ?
a) Concise ? Yes
b) Under distinct heads ? Yes
c) Numbered consecutively ? Yes
d) Typed in double space on one side of the paper ? Yes

18. Have the particulars for interim order prayed for indicated with reasons ? Yes

19. Whether all the remedies have been exhausted. Yes

dinesh/

CENTRAL ADMINISTRATIVE TRIBUNAL
LUCKNOW BENCH, LUCKNOW

INDEX SHEET

CAUSE TITLE ...C.A. 236.....OF 89.....

NAME OF THE PARTIES ...Dinesh Kumar.....Applicant

Versus

.....Union of India.....Respondent

Part A.

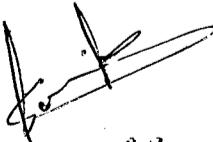
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CERTIFICATE

Certified that no further action is required to be taken and that the case is fit for consignment to the record room (decided)

Dated 10/6/11

Counter Signed.....


Signature of the
Dealing Assistant

Section Officer/In charge

IN THE CENTRAL ADMINISTRATIVE TRIBUNAL
CIRCUIT BENCH, LUCKNOW

ORDER SHEET

REGISTRATION NO. 236 of 1989

APPELLANT
APPLICANT

VERSUS

DEFENDANT
RESPONDENT

Serial number of order and date	Brief Order, Mentioning Reference if necessary	How complied with and date of compliance
--	---	--

4-9-89

Hon. Justice K. Nath, N.C.
Hn. Mr. K. J. Raman, A.M.

Admit.

Issue notice to the respondents to file their counter affidavit within four weeks. Respondent affidavit if any, may be filed within two weeks thereafter.

On the matter of interim relief, issue notice. List for orders on 18/9/89. Till then the applicant will be permitted to continue to work on the posts on which they are working at present.

A.M.

VE

Hon' Mr. D.K. Agrawal, J.M.

Shri L.P. Shukla, Counsel for the Applicant and Shri Arjun Bhargava, Counsel for the respondents are present.

Shri Bhargava wants short time to file reply on interim order. Allowed. Let the reply be filed within two days. Thereafter put up this case on 29/9/89 for hearing on interim order.

A copy of this order be given to the counsel for the respondents.

(sns)

J.M.

OK. As directed by
the court's order dt.
4-9-89 notices
were issued on
11-9-89.

Neither reply nor
any counter affidavit
has been
received back so
far.

Submitted for order
to 18/9/89

Case is connected with
ca no 2001/PL
No reply filed
submitted for order

18/9/89

Original order
see in the
relation

Contdd....

that the selection be set aside. It has also been prayed that the applicants are entitled to be regularised. However, it is mentioned clearly that the regularisation is claimed only on the sole ground of settlement dated 11.4.89 and no other ground.

2. The respondents do not deny the settlement, but urged that the same is not valid in the eye of law. The respondents' counsel did not deny during oral arguments that selection for the post of Ambulance Cleaner has been held. As a result of our direction, the notice which was issued for selection and the list of the candidates who were called for examination and interview for the said post of Ambulance Cleaner has been placed before us. Their contention is that they are making a selection from amongst the regular staff. In other words, they mean to say that they have not made a selection from the open market. Therefore, it was contended before us that the applicants were not within the field of eligibility.

3. We have also perused the letter of appointment Annexures 1 and 2. These said letters of appointment indicate that the applicants were appointed on daily rate of pay as a stop gap measure for temporary duration to enable the competent authority to fill up the post from amongst regular class IV staff.

4. In the above circumstances, we are of the opinion that the applicants are not entitled to any interim order. However, we feel that the appointments as a result of alleged selection held by the competent authority be made subject to the decision of the Tribunal. Therefore, we vacate the ex-parte ad-interim order and direct the respondents that the appointment to the post of Ambulance Cleaner made hereinafter shall be subject to the decision of the Tribunal.

5. Let counter affidavit be filed on behalf of respondents within four weeks to which the applicant may file rejoinder affidavit, if any, within two weeks thereafter. List this case on 4.12.89 for orders/hearing as the case may be.

A.M.

(sns)

J.M.

(A)
G

ER
No reply filed
on the main
petition
submitted for
order
L
1/12/89

(A)
(8)

23-8-90 - No setting Adi to 3-9-90
 (8)

3.9.90

No Sittings Adi adjourned to 8.10.90

Am

8.10.90

No setting Adi to 22.10.90

(8)

22.10.90

No setting Adi to 20.11.90

(8)

20.11.90

Hon. Mr. Justice K. Nath, VC

C. S. H.

Hon. Mr. M. M. Singh - AM

16/11/90

L
15A

On the Adjournment application of
 Sri A. Bhargava due to his mother's
 death case is adjourned to 29.1.91

M. M. L.
AM.

Am
VC

29.1.91

No setting Adi to 6.2.91

OR

6.2.91 Hon. Mr. Justice K. Nath, VC
 from Mr. R. Bhargava, AM

No reply filed
S. P. H.

Sri M. M. Singh for applicant
 says that one Sanjay Srivastava has filed
 O.A. No. 285/89 which is listed for 25-3-91
 and that his right also flows from the
 order which is annexure-1 to this petition.
 As agreed by both the parties, list this
 case on 25-3-91 along with O.A. 285/89

Am

VC

Am

21-10-91.

O A No. 236/89(L)

(P)

Mr. H. O. Singh - Counsel for the Applicant.
Mr. Anil Srivastava - Prosey counsel for Mr.
A. Bhargava, Counsel
for the respondents.

On the prayer of both the learned
Counsel, may be listed for hearing
on 20/12/91.

Sub. to
(S. N. Prasad)
Member (Judl.)

Sub. to
(Kanshal Kumar)
Vice Chairman,

20.12.91

No sitting adj. to 20.2.92

S

20.2.92

No sitting of D.B. adj'd.
13.4.92

S

OR
CA, RA have
been discharged
case is ready
for hearing

13.4.92

Hon'ble Mr. Justice B. C. Jhunjhunwala

Hon'ble Mr. D. M. Gaurav D. M.

Arguments heard. Disposed
of

9

D.W.

S

V.C.

U

CENTRAL ADMINISTRATIVE TRIBUNAL

LUCKNOW BENCH

LUCKNOW

O.A. No. 236/89

Dinesh Kumar and another

Applicants.

versus

Union of India & others

Respondents.

Hon. Mr. Justice U.C. Srivastava, V.C.
Hon. Mr. A.B.Gorthi, Adm. Member.

(Hon. Mr. Justice U.C. Srivastava, V.C.)

By means of this application, filed under section 19 of the Administrative Tribunals Act, 1985 have the applicants / challenged the selection made on the post of Ambulance Cleaner which took place on 29.8.89 by the Divisional Railway Manager, on which post the applicants are working. The applicants have prayed that the selection may be set aside and a direction may be given to the respondents to treat them entitled for regularisation on the post of Ambulance Cleaner in compliance of the Memorandum of settlement dated 11.4.1989.

2. The applicants were appointed as Ambulance Cleaners on daily wages against the existing vacancies in the grade of Rs 750-940 in the year 1987-88 and they were paid salary at the rate of Rs 22.60 per day, from 1.8.88 enhanced to Rs 23.30 and from 1.2.1989 it was enhanced to Rs 25.25 per day. Applicant No. 1 was

(A)
(B)

not paid salary from 21.11.87 to 20.3.88 and the applicant No. 2 was not paid any salary from 1.1.88 to 30.4.88. Industrial Dispute was raised by the Branch Secretary, Uttari Railway Mazdoor Union, Lucknow on behalf of the applicants for their regularisation as Ambulance Cleaners-cum Stretcher Bearers before the Assistant Labour Commissioner(Central) and notices were issued. In response to the notice a settlement was arrived at on 11.4.89 in which it was agreed that the applicants will be regularised in terms of Railway Board letter dated 22.4.88 with immediate effect. Accordingly it was directed that both the parties will intimate implementation report of the settlement to the Assistant Labour Commissioner(C), Lucknow within 15 days of the said settlement. Thereafter Senior Divisional Personnel Officer, Northern Railway, sought to hold selection for filling up the posts of Ambulance Cleaners and thus nullified the settlement arrived at between the parties before the Assistant Labour Commissioner (C) on 11.4.89. According to the applicant the terms of settlement dated 11.4.89 were implemented and accordingly vide letter dated 20.4.89 the Chief Medical Superintendent, Lucknow informed the Assistant Labour Commissioner(Central) Lucknow about the implementation of the award. It was also mentioned in the said letter that the D.R.M. has also been advised to implement the decision dated 13.4.89.

The Chief Medical Superintendent also informed ~~to~~ (A)
9 D.R.M. Lucknow about the settlement reached between the parties. He further pointed out that the Divisional Personnel Officer, Lucknow has indicated his willingness to accept the settlement and suggested that the matter be referred to the D.R.M., Lucknow directly. The D.R.M. Lucknow did not implement the said settlement and did not regularise the applicants. The D.R.M. Lucknow, acting in defiance of the memorandum of settlement dated 11.4.89, in holding selection.

3. The respondents, in their counter affidavit stated that it is true that Industrial Dispute was raised and memorandum of settlement was arrived at between the Chief Medical Superintendent, which was not the competent authority and thereafter due to non implementation, show cause sent. The settlement on which notice dated 20.7.89 was issued, a detailed reply was sent by the respondents containing the grounds for withdrawal of memorandum of settlement. The grounds were that memorandum was signed by office bearers of the Union without being authorised by the Constitution of the Union; and the branch secretary has ~~not~~ power/right to do any settlement with the Management; and that the said settlement was not signed by the D.R.M. or his authorised representative; there was thus infirmity and there was no circular dated 22.4.88 which was referred in terms of settlement said to have been issued

W

(P/T)

by the Railway Board and that the appointments of Lorry Cleaners have not been done by the competent authority as per Railway Board circular referred to above in foregoing paragraph. Thus, it is clear that in compliance of the notice to the Chief Medical Officer who appeared, had no authority or power and the Chief Personnel Officer did not put in appearance at all and the Chief Medical officer would have appeared unless he was not instructed. Regarding appearance there was no intimation by the Personnel Officer to Assistant Labour Commissioner that no one can pass an exparte order even if it can be taken that Chief Medical Superintendent has no authority then the settlement could be taken as exparte award, it was not challenged in accordance with law. So far as Union representative is concerned, it is claimed that the same cannot be challenged, the position is quite clear that the settlement was arrived and there was no authority letter in favour of the person who entered into settlement and the settlement for which respondents are responsible. Then, they should have been intimated the A.L.C. that they would not ~~be~~ appear and it has not been said anywhere Chief and no action against the Medical Superintendent has been taken why he entered into the settlement. Accordingly, two facts thus, remain that the applicant has worked for more than 240 days and there appears no rason why their case for 240 days be not considered.

V

Central Administrative Tribunal

Office at Lucknow

Date of filing 4/9/89

Date of Receipt by Post

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O.A. NO. 236/89(L)

Deputy Registrar(J)

IN THE CENTRAL ADMINISTRATIVE TRIBUNAL

LUCKNOW BENCH, LUCKNOW

Dinesh Kumar & another Applicants

Versus

Union of India & others Respondents

Form -I

APPLICATION UNDER SECTION 19 OF THE
ADMINISTRATIVE TRIBUNALS ACT, 1985.

For use in Tribunal's Office :

Date of filing 4/9/89

Registration No. 236/89(L)

Steph Petrol
1/19/89

15/9/89
Gaurav

Central Administrative Tribunal
Circuit Bench, Lucknow
Date of Filing ... 4/9/89.
Date of Receipt by Post ...

(AS)

Deputy Registrar(J)

IN THE CENTRAL ADMINISTRATIVE TRIBUNAL

LUCKNOW BENCH, LUCKNOW

O.A. No. 236 of 1989 (L)

Dinesh Kumar & another Applicants

Versus

Union of India & others Opp. parties/
Respondents

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प्रियकार
प्रियकार

Kanchan Pathak
Counsel for applicant

IN THE CENTRAL ADMINISTRATIVE TRIBUNAL

LUCKNOW BENCH, LUCKNOW

D.A. No. 236 of 1989 (L)

BETWEEN

Dinesh Kumar & another Applicants

AND

Union of India & others Respondents

DETAILS OF APPLICATION

I. Particulars of the applicants :

(i) Name of applicants :	1. Dinesh Kumar, son of Smt. Rameshwari Devi, working as Ambulance Cleaner, Northern Hospital, Charbagh, Lucknow, resident of C/o Smt. Rameshwari Devi, Female Dresser, Granze Road, Block I-99, Quarter No.H, Charbagh, Lucknow.
(ii) Name of father :	
(iii) Designation & office in which employed :	
(iv) Office address :	
(v) Address for service of notices :	2. Vinay Kumar Saxena, son of Sri Lakhpur Rai Saxena, working as Ambulance Cleaner, Northern Railway Hospital, Charbagh, Lucknow, resident of House No.417/253 Niwaj Gunj, Panni Wali Gali, Chowk, Lucknow.

II. Particulars of the respondents :

1. Union of India through the General Manager, Northern Railway, Baroda House, New Delhi.
2. Divisional Railway Manager, Northern Railway, Hazratgunj, Lucknow.
3. Medical Superintendent, Northern Railway Hospital, Charbagh, Lucknow.

1992/25/12

III. Particulars of the order against which application is made :-

The application against the illegal selection on the post of Ambulance Cleaner, Northern Railway Hospital, Charbagh, Lucknow, held by the Divisional Railway Manager, Lucknow, on 29.8.1989, on which the applicants are working.

IV. Jurisdiction of the Tribunal :

The applicants declare that the subject matter of the order against which they want redressal is within the jurisdiction of the Tribunal.

V. Limitation :

The applicant declare that the application is within the limitation prescribed in Section 21 of the Administrative Tribunals Act, 1985.

VI. Facts of the case :

The facts of the case are given below :-

1. That the applicants were appointed as Ambulance Cleaners on daily rate of pay fixed for unskilled labour against the existing vacancies of Ambulance Cleaners in the Grade Rs.750-940. Applicant No.1, Dinesh Kumar, was appointed by the order of the Medical Superintendent, Divisional Hospital, Northern Railway, Lucknow, dated 20.11.1987 along with two others, namely, Sanjay Sri-vastava and Bhagwan Singh. A photostat copy of the order dated 20.11.1987 is filed as Annexure No.1 to this application.

Annexure-1

15/12/1989

2. That similarly applicant No.2, Vinay Kumar Saxena, was appointed Ambulance Cleaner by order dated 1.1.1988. A photostat copy of the order dated 1.1.1988 is filed as Annexure No.2 to this application.

3. That applicant No.1 joined as Ambulance Cleaner on 21.11.1987 and applicant No.2 joined as Ambulance Cleaner on 1.1.1988. The applicants were, however, paid their salary from 21.3.1988 and 1.5.1988 respectively at the rate of Rs.22.60 paise per day. From 1.8.1988 it was enhanced to Rs.23.30 paise per day and from 1.2.1989 it was enhanced to Rs.25.25 paise per day.

4. That applicant No.1 was not paid any salary from 21.11.1987 to 20.3.1988 and applicant No.2 was not paid any salary from 1.1.1988 to 30.4.1988.

5. That the applicants continued to discharge their duties efficiently and diligently and to the entire satisfaction of the superior authorities in the Hospital. On the basis of their continuous uninterrupted service, the applicants were entitled for regularisation on the post of Ambulance Cleaner-cum-Stretcher Bearers.

6. That an industrial dispute was raised by the Branch Secretary, Uttari Railway Mazdoor Union, Lucknow, on behalf of the applicants and two others for their regularisation as Ambulance Cleaners-cum-Stretcher Bearers before the Assistant Labour Commissioner (Central)

15/2/89/212

Lucknow. Notices were issued to the respondents, that is, the Railway Administration and also the hospital management and after discussion on several dates a settlement was arrived at on 11.4.1989. The memorandum of settlement dated 11.4.1989 specified the terms of settlement by which it was agreed that the applicants will be regularised in terms of para 3 of Railway Board's letter No. EC(NC)/II/88/CL/34 dated 22.4.1988 with immediate effect. It was further directed that both the parties will intimate implementation report of the above settlement to the Asstt. Labour Commissioner (C) Lucknow within 15 days of the aforesaid settlement. A photostat copy of the memorandum of settlement dated 11.4.1989 is filed as Annexure No.3 to this application.

Annexure-3

7. That the Senior Divisional Personnel Officer, Northern Railway, acting under the Divisional Railway Manager, Northern Railway, Lucknow, sought to hold selection for filling up the posts of Ambulance Cleaners, on which the applicants were working, and thus nullify the settlement arrived at between the parties before the Asstt. Labour Commissioner (C) Lucknow on 11.4.1989. The Chief Medical Officer, Northern Railway, New Delhi, by his letter dated 17.4.1989 to the Chief Personnel Officer, Northern Railway, New Delhi, referred to his earlier correspondence in the matter and urged that the selection for filling up the posts of Ambulance Cleaners should be kept in abeyance. In terms of the aforesaid letter dated 17.4.1989 of the Chief Medical Officer, the Chief Medical Superintendent, Northern Railway Hospital,

Handwritten signature

Lucknow, by his letter dated 20.4.1989 to the Senior Divisional Personnel Officer, Northern Railway, Lucknow, urged that the selection for filling up the posts of Ambulance Cleaners should be kept in abeyance. Photostat copy of the memorandum of the settlement was also enclosed along with the letter dated 17.4.1989. A photostat copy of the letter dated 20.4.1989 by the Chief Medical Superintendent along with the letter dated 17.4.1989 to the Chief Medical Officer, Northern Railway, is filed as Annexure No.4 to this application.

Annexure-4

8. That the terms of the memorandum of settlement dated 11.4.1989 were implemented by the office of the Chief Medical Superintendent, Lucknow, and accordingly by letter dated 20.4.1989 the Chief Medical Superintendent, Lucknow, informed the Assistant Labour Commissioner (Central) Lucknow about the implementation of the award. It was also mentioned in the said letter that the DRM has also been advised to implement the decision by letter dated 13.4.1989. A photostat copy of the letter dated 20.4.1989 by the Chief Medical Superintendent to the Assistant Labour Commissioner is filed as Annexure No.5 to this application.

Annexure-5

9. That the Chief Medical Superintendent by his letter dated 21.4.1989 to the Divisional Railway Manager, Northern Railway, Lucknow, informed that the settlement reached before the Assistant Labour Commissioner on 11.4.1989 has been implemented by the Divisional Hospital, Lucknow. It was further pointed out that the Divisional Personnel Officer, Lucknow, has indicated his unwillingness to accept the settlement and has

15/21/92

suggested that the matter be referred to the DRM, Lucknow, directly. Hence the aforesaid letter dated 21.4.1989 was addressed to the DRM, Lucknow, by the Chief Medical Superintendent for necessary action. A copy of the letter dated 20.4.1989 sent by the Chief Medical Superintendent to the Assistant Labour Commissioner was also annexed. A photostat copy of the letter dated 21.4.1989 by the Chief Medical Superintendent is filed as Annexure No.6 to this application.

Annexure-6

10. That the Divisional Railway Manager, Northern Railway, Lucknow, did not implement the terms of the settlement dated 11.4.1989. The applicants were not regularised nor they were paid C.P.C. scale. Because of the non implementation of the settlement a show cause notice dated 29/30th June, 1989 was addressed to the Chief Medical Superintendent and a copy was also sent to the Senior Divisional Personnel Officer, Northern Railway, Lucknow. In response to the said show cause notice the Chief Medical Superintendent ^{informed} the Assistant Labour Commissioner by letter dated 12.7.1989 that he has implemented the settlement dated 11.4.1989. When the settlement was not implemented by the Senior Divisional Personnel Officer, Northern Railway, acting under the D.R.M. Lucknow, a show cause notice dated 20.7.1989 was sent to the Senior Divisional Personnel Officer requiring him to implement the settlement which is a legal document under the provisions of the Industrial Disputes Act, 1947 within 15 days. A photostat copy of the notice dated 20.7.1989 is filed as Annexure No.7 to this application.

Annexure-7

14/2/89

11. That the Divisional Railway Manager, Northern Railway, Lucknow, respondent No.2, acting in defiance of the memorandum of settlement dated 11.4.1989 and in spite of the fact that the same has been implemented by the Chief Medical Superintendent decided to hold selection for the post of Ambulance Cleaner on which the applicants are working and they are entitled for regularisation in terms of the settlement before the Assistant Labour Commissioner to which respondent Nos. 2 and 3 were also parties and were duly represented.

12. That by notice dated 22.8.1989 to the Medical Superintendent, Divisional Hospital, Northern Railway, Lucknow, it was directed that the concerned staff be spared for the purpose of selection test for the post of Ambulance Cleaner to be held on 29.8.1989 at the Divisional Hospital, Charbagh, Lucknow. The said notice for holding selection for the post of Ambulance Cleaner, on which the applicants are working, and on which they stand regularised on the basis of the settlement dated 11.4.1989 arrived at between the parties including respondent Nos. 2 and 3 ~~xxxxxxxxxxxxxx~~ ~~xxxxxxxxxxxxxx~~ before the Assistant Labour Commissioner and which has already been implemented by respondent No.3, is wholly illegal, arbitrary and without jurisdiction.

13. That the applicants had no knowledge of the said selection and the same was held at their back by requiring only certain members of the hospital staff to be spared for the said selection. The applicants have

15/21/91

come to know that persons asked to be spared for the said selection are Hospital Attendants working in the Divisional Hospital. The result of the selection scheduled to be held on 29.8.1989 has not yet been announced and no appointment has been made and the applicants are continuing to work on their respective post of Ambulance Cleaner in the Divisional Hospital, Northern Railway, Charbagh, Lucknow, under opposite party No.3. No orders relieving the applicants have been passed or communicated to them nor they have handed over charge of the post of Ambulance Cleaner.

14. That in the facts and circumstances stated above, it is necessary in the interest of justice that the selection for the post of Ambulance Cleaner be set aside and the applicants be regularised on the basis of the settlement dated 11.4.1989 arrived at between the parties before the Assistant Labour Commissioner. It is further necessary in the interest of justice that the result of the selection dated 29.8.1989 be not declared and no appointment on the basis of the said selection be made on the post of Ambulance Cleaner.

15. That aggrieved by non regularisation of the applicants on the post of Ambulance Cleaner on the basis of the settlement dated 11.4.1989 and the illegal selection held on 29.8.1989 to fill up the posts on which the applicants are working, the applicants have preferred this application on the following amongst other grounds:-

G R O U N D S

(A) Because the applicants stand regularised in terms of the memorandum of settlement dated

14.8.89

11.4.1989 arrived at between the parties before the Assistant Labour Commissioner under the provisions of the Industrial Disputes Act.

(B) Because the respondent No.2 has acted in defiance of the aforesaid settlement dated 11.4.1989 by holding selection on the post of Ambulance Cleaner on which the applicants are working.

(C) Because the holding of selection for the post on which the applicants are working in defiance of the settlement dated 11.4.1989 is illegal and without jurisdiction.

(D) Because the settlement dated 11.4.1989 has already been implemented by respondent No.3 under whom the applicants are working.

(E) Because the memorandum of settlement dated 11.4.1989 has statutory force and the same cannot be flouted and the selection held in contravention of the said settlement to fill up the post on which the applicants are working and stand regularised is illegal, arbitrary and without jurisdiction.

VII. Details of the remedies exhausted :

That the selection for the post of Ambulance Cleaner is wholly without jurisdiction and as such the applicants are advised that the above application is maintainable without availing of the alternative remedies available as otherwise the application itself will become infructuous.

16-2-1989

VIII. Matters not previously filed or pending with any other Court :

The applicants further declare that they had not previously filed any application, writ petition or suit regarding the matter in respect of which this application has been made, before any court of law or any other authority or any other Bench of the Tribunal and nor any such application, writ petition or suit is pending before any of them.

IX. Reliefs sought :

In view of the facts mentioned in para VI above the applicants pray for the following reliefs:-

- (i) to set aside the selection for the post of Ambulance Cleaner, on which the applicants are working, held on 29.8.1989 after summoning the record of proceedings from respondent Nos. 2 and 3;
- (ii) to direct that the applicants are entitled for regularisation on the post of Ambulance Cleaner in terms of the memorandum of settlement dated 11.4.1989.

X. Interim order, if any prayed for :

Pending final decision on the application, the applicants seek issue of the following interim order :-

That the result of the selection held on 29.8.1989 for the post of Ambulance Cleaner be not declared and no appointment on the basis thereof be made.

16/10/1989

XI. Particulars of postal order in respect of the application fee :-

1. Number of Indian Postal Order DD 029092
S- 3-
2. Name of the Issuing Post Office High Court Branch
3. Date of issue of Postal Order 4-9-83
4. Post Office at which payable. Allahabad

XII. List of enclosures :

1. Order dated 20.11.1987 appointing applicant No.1.
2. Order dated 1.1.1988 appointing applicant No.2.
3. Memorandum of settlement dated 11.4.1989.
4. Letter dated 20.4.1989 by the Chief Medical Superintendent along with the letter dated 17.4.1989 of the Chief Medical Officer.
5. Letter dated 20.4.1989 by the Chief Medical Superintendent to the Assistant Labour Commissioner.
6. Letter dated 21.4.1989 by the Chief Medical Superintendent to the DRM informing that the settlement has been implemented by the Divisional Hospital.
7. Notice dated 20.7.1989 to the Senior DPO regarding requiring him to implement the settlement.

Verification:

I, Dinesh Kumar, son of Smt. Rameshwari Devi, aged 28 years, working as Ambulance Cleaner, Northern Railway Hospital, Charbagh, Lucknow, resident of C/o Smt. Rameshwari Devi, Female Dresser, Granze Road, Block I-99, Quarter No.H, Charbagh, Lucknow do hereby verify that the contents of paras are true to my personal knowledge and paras

19/10/83

(A)
(2)

-12-

believed to be true on legal advice and that I have not suppressed any material fact.

16/21/89

Date : 4.9.1989.

Signature of the applicant
No. 1

Place : Lucknow.

16/21/89

Signature of the applicant No. 2

Nand Kishore
Counsel for applicant

ब अदालत श्रीमान

In The Central Administrative Tribunal
Lucknow Bench Lucknow

१०

वादी (मुद्दा)
प्रतिवादी (मुद्दालेह)

का

वकालतनामा



Dinesh Kumar & Brothers

वादी (मुद्दा)

Union of India & Others
नं० मुकदमा सन् १९ पेशी की ता० १९
ऊपर लिखे मुकदमा में अपनी ओर से १९ ई०

प्रतिवादी (मुद्दालेह)

Shri L. P. Shukla, Advocate एडवोकेट
C-700 Sector C Mahanagar वकील महोदय

को अपना वकील नियुक्त करके प्रतिज्ञा (इकरार) करता है और
लिखे देता है इस मुकदमा में वकील महोदय स्वयं अथवा अन्य
वकील द्वारा जो कुछ पैरवी व जवाबदेही व प्रश्नोत्तर करें या अन्य
कोई कागज दाखिल करें या खोटावें या हमारी ओर से डिगरी
जारी करावें और रुपया वसूल करें या सुलहनामा या इकबाल
दावा तथा अपील व निगरानी हमारी ओर से हमारे या अपने
हस्ताक्षर से दाखिल करें और तसदीक करें या मुकदमा उठावें
या कोई रुपया जमा करें या हमारी या विपद्ध (फरीकसानी) का
दाखिल किया रुपया अपने या हमारे हस्ताक्षर-युक्त (दस्तखती)
रसीद से लेवें या पंच नियुक्त करे - वकील महोदय द्वारा की
गई वह कार्यवाही हमको सर्वथा स्वीकार है और होगी मैं
यह भी स्थीकार करता है कि मैं हर पेशी स्वयं या किसी
अपने पैरोकार को भेजता रहूँगा अगर मुकदमा अदम दैरवी
में एक तरफ़ मेरे स्विलाफ़ फैसला हो जाता है उसकी जिम्मे-
दारी मेरी वकील पर न होगी । इसलिए यह वकालतनामा
लिख दिया कि प्रमाण रहे और समय पर काम आवे ।

साची (गवाह)

गंक

महीना

साची (गवाह)

सन्

हस्ताक्षर

दैरवी कुमार सुभसन,
गोपनीय कुमार सुभसन,

Accepted

Yashwant Pathak
Advocate

(A)
(S)

IN THE CENTRAL ADMINISTRATIVE TRIBUNAL

LUCKNOW BENCH, LUCKNOW

O.A. No. 236 of 1989 (L)

Dinesh Kumar & another Applicants

Versus

Union of India & others Respondents

List of Enclosures

1. Order dated 20.11.1987 appointing applicant No.1. 13- 14
2. Order dated 1.1.1988 appointing applicant No.2. 15- 16
3. Memorandum of settlement dated 11.4.1989. 17- 18
4. Letter dated 20.4.1989 by the Chief Medical Supdt. along with the letter dated 17.4.1989 of the Chief Medical Officer. 19- 20
5. Letter dated 20.4.1989 by the Chief Medical Supdt. to the Asstt. Labour Commissioner. 21- 23
6. Letter dated 21.4.1989 by the Chief Medical Supdt. to the DRM informing that the settlement has been implemented by the Divisional Hospital. 24- 25
7. Notice dated 20.7.1989 to the Senior DPO requiring him to implement the settlement. 26- 27

Nalini Jaiswal
Counsel for applicant

(13)

In The Central Administrative Tribunal
Lucknow Bench Lucknow.

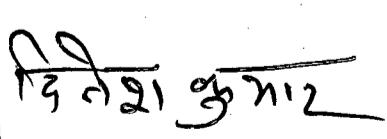
(28)

C.A. No. of 1989

Dinesh Kumar & Another - - - - - Applicants
Vs
Union of India & other - - - - - Respondents

Anneexoee No/

Attested/True Copy


L.P. SHUKLA

Advocate

14
11/28
Divi. Hospital,
Northern railway,
Lucknow.

No. Med.-E/Misc./S-Pt.IV

Dated 10-11-1987.

NOTICE:-

The following Casual labourers of this Unit waiting for declassification are re-engaged as Ambulance Cleaners on daily rate of pay fixed for unskilled labour against existing vacancies of Ambulance Cleaner Gr. B, TSD-940 (Ref. No. 94) indicated against each purely as a stopgap measure till such time these vacancies are filled by regular C-IV staff :-

1. Name of Casual labour re-engaged on daily rate of pay fixed for unskilled labour. Vacancies of post. of Amb. Cleaner.

1. S/ Sh.

Sanjay Srivastava,
S/o Sh. J.N. Srivastava
(WTC/FW).

Against the vacancy occurred due to promotion of Sh. Tilak Ram-Cleaner to the post of Amb. Driver vide notice of even number dt. 12-11-87.

2. Bhagwan Singh

s/o Shri Kanchan Singh
(Office peon divi. Hospital.)

Against the vacancy of Sh. Sangeet Prasad Cleaner promoted as Amb. Driver vide notice of even no. dt. 12-11-87.

3.

Blaresh Kumar s/o
Shri. Rameshwari Devi
(Processor Divi. Hospital).

Against the vacancy of Sh. Quresh Singh Cleaner promoted as Amb. Driver vide notice of even number dt. 12-11-87.

Certified that filling up vacancies of Ambulance cleaners being inevitable and essential in the exigencies of service, those have been filled by engagement of above named Casual Labour purely as a stop gap/ adhoc arrangement for as long as these vacancies are filled in by regular staff.

Medical Superintendent/C.,
N.H.L., Lucknow.

Copy forwarded to :-

1. The S.R. Civil. Personnel Officer/N.H.L., Lucknow for obtaining post facts approval of the competent authority on the basis of essentiality certificate recorded as above in the exigencies of service keeping in view that Ambulances/vehicles of the Hospital shall have to be run and maintained above all priorities.
2. Civil Accounts Officer, N.H.L., Lucknow.

Attested/ : *Copy*
Verbal instructions

L. P. SHUKLA
Advocate

(15)

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In The Central Administrative Tribunal
Lucknow Bench Lucknow.

C. A. No. of 1989

Dinesh Kumar & Another - - - Applicants
Vs
Union of India & others - - - Respondents.

Annexure No. 2

Attested/True Copy

Vishwanath

B. P. SHUKLA
Advocate

22/1/2012

(16)

(2) (3)

NORTHERN RAILWAY

Bivl. Hospital,
N.Rly., Lucknew.

No. Med.-B/Misc./3-pt.IV

Dated 1-1-1988.

NOTICE.

Shri Vinai Kumar s/o Sh. Lakhpat Rai, Casual labour of this Unit waiting for decasualisation is re-engaged as Ambulance Cleaner on Trakkar No. UGL/6621 on daily rate of Pay fixed for unskilled labour again st existing posts of Cleaner Gr. B. 750-940 (RSRP-36) purely as a stop gap measure till such time the post is filled by regular C-IV staff.

Certified that filling up post of Ambulance Cleaner on trakker being in evitable and essential in the exigencies of service, this has been filled by engagement of above named casual labour purely as a stop gap/adhoc arrangement for so long as this post is filled in by regular staff.

new
Medical Supdt. I/C.,
N.Rly., Lucknew.

Copy forwarded to :-

1. The Sr. Bivl. Personnel Officer/N.Rly., Lucknew for obtaining approval of the competent authority on the basis of essentiality certificate recorded as above in the exigencies of service keeping inview that Ambulance/vehicles of the Hospital shall have to be run and maintained above all priorities. Attention is also invited to this office D.O. No. Med.-B/Misc./1 dt. 30-10-86 and note 6/2 dated 12-11-86 regarding filling up the post of above mentioned cleaner.
2. Sr. D.A.O., N.Rly., Lucknew.
3. SMO/OPS- Lucknew.

Attested/True Copy

Neelam Singh

L. P. SHUKLA
Advocate

12/20/1988

17

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57

In The Central Administrative Tribunal
Lucknow Bench Lucknow,

C. A. No. of 1989

Dinesh Kumar & Another - - - Applicants
Vs

Union of India & others - - Respondents

Annexure No.3

Signature

Attested/True Copy

Vishwanath

Dr. P. SHUKLA
Advocate

FORM - H

MEMORANDUM OF SETTLEMENT

(22)

A
SParties Present:

Representing the - (i) Dr. S.P. Kehli,
Management. Medical Supdt.,

Representing the - (ii) Sh. R.D. Verma,
Union. Branch Secretary

SHORT RECITAL OF THE CASE

The Branch Secretary, Uttari Railway Mazdoor Union Lucknow raised an industrial dispute over regularisation of 4 Ambulance Cleaners cum Stretcher bearers. The dispute was discussed on several dates and finally on 11.4.89 when it was seized in conciliation. During the course of discussions representative of the union submitted that S/Sh. Sanjai Srivastava, Bhagwan Singh, Dinesh Kumar and Vinay Kumar Saxena had been working for more than one year and they were granted temporary status also on 21.3.88 and 1.5.88 respectively, but their services have not been regularised on the same post. On the other hand the representative of the management submitted that these workmen were casual labours and initially engaged as Ambulance cleaners and subsequently they were granted temporary status also in terms of G.M.P. PS No. 7850. However, after prolonged discussions the following settlement arrived to:-

TERMS OF SETTLEMENT

It is agreed that S/Sh. Sanjai Srivastava, Bhagwan Singh, Dinesh Kumar and Vinay Kumar Saxena will be regularised in terms of Para-3 of Rly. Board's letter No. EC(NC)/II/88/CL/34 dated 22.4.88 with immediate effect.

In view of the above, the dispute stands fully settled. Both the parties will intimate implementation report of the above settlement to the Asstt. Labour Commissioner (C), Lucknow within 15 days of the above settlement.

(Dr. S.P. Kehli)

(R.D. Verma) 11.4.89

(R.M. Chellani)
ASSTT. LABOUR COMMISSIONER (CENTRAL)
LUCKNOW.

Witness:

1- (S.P. Gupta)
H.C.

2- (Brij Mohan)
Sr. Clerk

Attested/True Copy

L. P. SHUKLA

Advocate

(19)

AS
GJ

In The Central Administrative Tribunal
Lucknow Bench Lucknow

C. A. No. of 1989

Dines Kumar & Another - - - Applicants
Vs
Union of India & Others - - - Respondents

Annexure No. 4

16/12/2012

Attested/True Copy

Venkateswaran

L. P. SHUKLA
Advocate

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NORTHERN RAILWAY

Office of CMS
Lucknow

No : Med/E/Misc/3/pt.IV

Dated : 20/4/89

Sr.DPO
N.Rly.
LUCKNOW

Sub:- Filling up of posts of Amb.
Cleaners on LKO.Divn.

A copy of CMO/NDLS D.O.No.7-Med/E/5 dt.17.4.89 is enclosed herewith for information and compliance. The selection for filling of posts of Ambulance Cleaners on Lucknow Division should be kept ⁱⁿ abeyance. A photostat copy of memorandum of settlement by Asstt.Labour Commissioner (Central) Lucknow has already been sent to DRM/LKO for implementation of the settlement agreed upon in the said memorandum vide this office letter of even no. dt.15.4.89.

(A) A/one

Chief Medical Supdt.
Lucknow

20/4/89

Attested/True Copy

Verbal impression

L. P. SHUKLA
Advocate

(21)

(P
20)

In The Central Administrative Tribunal
Lucknow Bench Lucknow.

C. A. No. of 1989

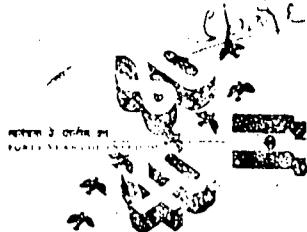
Dinesh Kumar & Another - - - Applicants
Vs
Union of India & others - - - Respondents

Annexure No 5

~~24/2/2012~~ Attested/True Copy
Vishwanath
L. P. SHUKLA
Advocate

उत्तर रेलवे
NORTHERN RAILWAY

(22)



Office of C.M.S.
Lucknow

Dated: 20/4/89

No: Med/E/Misc/3/Pr. IV

The Asstt. Labour Commissioner
(Central)
LUCKNOW

Re: - Memorandum of settlement on Form-H bringing out brief actual of the case and terms of settlement.

Ref: - Your letter No. LKO-8(1-23)/89/ALC dt. 11.4.89.

.....

In above matter please refer to your letter No. LKO-45(1-14)89-ALC dt. 17.2.89 where one party is Branch Secy., URMU of LKO and other party is DRM/LKO plus MS-I/c LKO. and it was clearly sounded in that letter that the DRM/LKO or MS-I/c, LKO attend your office for formal discussion in person or through authorised representative responsible for taking decision on spot on 1.3.89.

In response to this the DRM deputed his authorised representative and MS-I/c deputed his authorised representative responsible for taking decision.

As far this office is concerned-it has implemented the decisions and written to DRM for taking similar action-and inform you the same(vide this office letter no. Med/B/Med/3/pt.IV dated 13.4.89(copy enclosed for ready reference)).

DA/TW

Recd

Chief Medical Supdt.
Lucknow

C/to

DRM-LKO in reference to this office letter no. Med/E/Misc/3/pt.IV dated 13.4.89 on the subject for needful action. The other party involved is a recognised union and this gives sanctity and weightage to the settlement.

12/4/89
2/4/89

Attested/True Copy

Verbal impression

L. P. SHUKLA
Advocate



Dr. S. M. Chaudhri

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२४
मुख्य चिकित्सा अधिकारी
उत्तर रेलवे, बड़ोदा द्वारा
नयी दिल्ली
CHIEF MEDICAL OFFICER
NORTHERN RAILWAY
BARODA HOUSE
NEW DELHI

D.O. No. 7-Med/E/5

April 17, 1989.

My dear Sikka,

Sub: Filling up of posts of
Ambulance Cleaners on LKO Divn.

Ref: i) My note of even No.
dated 23.2.89.

ii) My D.O. No. 7-Med/E/5
dt. 20.3.89.

Please refer to the correspondence
resting with my D.O. letter under
reference and expedite decision in the
matter. Till a decision is arrived at
in the matter, LKO Divn. should continue
to follow the original extant orders
on the subject.

Yours sincerely,

(Dr. S. M. Chaudhri)

Shri K. L. Sikka,
Chief Personnel Officer,
N.Rly. Baroda House,
New Delhi.

Copy to: CMS/LKO. He should continue
to follow the original extant
orders till a decision is
arrived at.

12/4/89
Attested/True Copy

V. P. SHUKLA

Advocate

(26)

(A)
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In The Central Administrative Tribunal
Lucknow Bench Lucknow.

C. A. No. of 1989

Dinesh Kumar & Others - - - Applicants
Vs
Union of India & Others - - - Respondents

Annexure No. 6

Attested/True copy
Keshav Shukla
L. P. SHUKLA
Advocate

98

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NORTHERN RAILWAY.

No. Med/E/Misc/3/Pt.IV
Dated 21/4/89.

Divl. Hospital
Lucknow.

The Divl. Rly. Manager,
N. Railway,
Lucknow.

Re: Memorandum of settlement on Form-H bringing
out brief actual of the case and terms
of settlement.

Ref: This office letter of even number dated
20/4/89. (Attached in original)

...

The attached letter which was addressed to
the Asstt: Labour Commissioner (Central)/LKO, copy to
DRM/LKO, informing the ALC(Central) that the decisions
taken as per terms of settlement in the above case have
been implemented, as far as this office is concerned
and DRM was requested to take similar action, was sent to
Sr. DPO/LKO for n/action but he has indicated his unwillingness
to accept the same, rather he suggested to send the letter
under reference to DRM/LKO directly.

Hence this office letter No. Med/E/Misc/3/Pt.IV
dated 20/4/89 (in original) is enclosed herewith for
your information & n/action at your end please.

DA/

Chief Mdl: Supdt/LKO.

With thanks & regards
R. P. Singh - (A.D.M)

21/4/89

Attested/True Copy
Kushinagar
R. P. SHUKLA
Advocate

(20)

(A)
u

In The Central Administrative Tribunal
Lucknow Bench Lucknow.

C. A. No. of 1989

Dinesh Kumar & Another - - - Applicants
vs
Union of India & Others - - - Respondents

Annexure No. 7

११०८३५८२
Attested/True Copy
Vishwanath
L. P. SHUKLA
Advocate

1-8-89
1989
27
Government of India
Ministry of Labour
Office of the Asstt. Labour Commissioner(C) Lucknow.

No. LKO.8(1-23)/89-ALC. Dated 20th July 1989.

Shri Raghuram,
Sr. Divisional Personnel Officer,
Northern Railway,
Hazaratganj, Lucknow.

Sub:- Industrial Dispute Act 1947- Dispute between
the Divl. Medical Officer, N.Rly. Lucknow and
U.R.M.U. Lucknow over non-payment of C.P.C.
scale to Ambulance Cleaners of Indoor Hospital
N.R. Lucknow and regularisation in services.

Dear Sir,

Please refer to my Show Cause Notice of even
number dated 29/30th June 1989, addressed to C.M.S
and copy to you, on the above subject.

In response to my show cause notice referred
above the Chief Medical Supdt. N.Rly. Lucknow has
informed vide his letter No. Med./E/Misc/3 Pt. IV
dated 12th July 1989 (copy enclosed for ready reference)
that he has implemented the Memorandum of Settlement
dated 11-4-1989 which was also signed by your
representative Sri S.P. Gupta, Hd. Clerk, but you
have overruled the said settlement and has not
implemented by giving them regular scale and
fixation of pay etc.

However, I would like to again impress upon
you ~~that~~ to implement the said settlement which is
legal document under the Provisions of Industrial
Dispute Act 1947 in order to avoid any legal
complications, within 15 days from the date of
receipt of this letter.

Yours faithfully,

Encl. as above.

(R.A. Chellani)
Asstt. Labour Commissioner(C)
Lucknow.

Copy to Ch. Medical Supdt. N.Rly. Divisional
Hospital, N.Rly. Lucknow for information etc.

A.L.C. (Central) Lucknow.

DDS.

19/07/89
Attested/True Copy

L. P. SHUKLA

Advocate

In the Central Administrative Tribunal, Allahabad
Circuit Bench Lucknow.

O. A. No. 236 of 1989

Dinesh Kumar and another Applicants
Versus
Union of India and others Respondents.

Short Counter.

It is submitted by Respondents no. 1 and 2 as under:-

1. That the above application has been directed against the selection on the post of Ambulance Cleaner Divisional Hospital Northern Railway Lucknow.
2. That in para 6 of the application, the applicant has stated that an industrial dispute was raised by the Branch Secretary Uttari Railway Mazdoor Union Lucknow on behalf of the applicants for their regularisation as Ambulance Cleaner cum stretcher bearers before the Assistant Labour Commissioner, (C) Lucknow. The applicant has also alleged that a memorandum of settlement was arrived at between the Union for the Applicants and the management on date 11.4.1989, whereby it was agreed that the applicants will be regularised in terms of para 3 of Railway Boards letter No. EC(NC)/II/88/CL/34 dated 22.4.1989 with immediate effect. A photostat copy of the purported settlement has been filed as annexure No. 3 to the application.

JY
Asstt. Personnel Officer
D. R. Lko.

(A
44)

3. That in para 10 of the application, the applicants have stated that because of non implementation of the settlement, a show cause notice dated 29/30 June 1989 was issued to the Cheif Medical Supdt. Thereafter due to non implementation of the settlement a show cause notice was sent to the senior Divisional Personal Officer requiring him to implement the settlement of which notice dated 20.7.1989^u the copy where of has been annexed to the application as Annexure No.7.

4. That in response to ALC's letter dated 20.7.1989 as contained in Annexure No. 7, a detailed reply was sent by the answering respondents vide their letter No. 78E/WB/LKO 45(1-14) 89 ALC dated 30.8.'89 containing the following grounds for withdrawal of the purported settlement:-

- a) That memorandum of settlement signed by office bearers of the Union without being authorised either by the constitution of the Union or by the executive committee of the Union or by the workmen to enter into any agreement with the management does not amount to settlement.
- b) That under rule 57 of I.D. Act , the Branch Secretary has got no legal right to do any settlement with the Management. Thus the said ~~settlement~~ settlement dt/11.4.'89 is legally not maintainable in the eye of law.
- c) That the said settlement has not been signed by the DRM or his authorised representative. Thus there is an infirmity and not maintainable.

Jy
Asstt Personnel Officer
N R Lko.

d) That the said settlement proceedings are devoid of rules.

e) That there is no circular No. EQ(NG)II/88/CL/34 dated 22.4.'88 as referred to in the terms of settlement said to have been issued from Railway Board. The correct No. of the said circular is E(NG)II/88/CL/34 dated 22.4.'88. Para 3 of the circular No. E(NG)II/88/CL/34 dated 22.4.88 clearly states that for regular engagement of fresh cases of casual labour, the procedure laid down in para 2 of this letter should be strictly followed.

f) That the appointment of Lorry Cleaners have not been done by the competent authority as per Railway Boards circular referred to above in foregoing para. A true photostat copy of the reply dated 30.8.'89 is annexed to the counter as Annexure No. C-1.

5. That as per their own admission , the Asst Labour Commissioner (C) has issued show cause notice dated 20.7.'89 to the respondent no.2 for implementation of the purported memorandum of settlement dated 11.4.'89 and the machinery for such implementation is provided for under the Industrial Act. As such the averments made by the applicant in para 14 of the application that the Hon'ble Tribunal order regularisation on the basis of the settlement dated 11.4.89 arrived at between the parties, is advised to be an incorrect step and such a relief cannot be granted to the applicants, in the instant applica-

JW
Ass'tt Person'l Officer
N. R. Lko.

6. That in para VIII of the application, the applicant has stated that no proceedings is pending before any authority. It is submitted that this statement of the applicants are incorrect. Admittedly the proceedings to implement the so called memorandum of settlement is pending before the Asst. Labour Commissioner (C) Lucknow and he has issued a show cause notice dated 20.7.1989 (Annexure No. 7 to the application)-

7. That the answering respondents are advised to state that once the applicants have chosen to initiate proceedings for implementation of so called memorandum of settlement, they cannot for the same cause maintain the instant application before the learned Tribunal or challenge holding of ability test for ambulance clearance on basis of the purported memorandum of settlement.

8. That on the facts and circumstances stated above, the instant application is liable to be dismissed. The applicants are also thus not entitled to any interim relief and the interim order dated 4.9.1989 passed by the Hon'ble Tribunal is liable to be recalled and set aside.

Lucknow

dated: 23.9.1989

JW
Respondents
Asst. Personnel Officer
N. R. Eko.

Verification.

I, J H. Srinivas working as *Asstt Personnel Officer*
in the Northern Railway D.R.M.'s Office at Lucknow and
duly authorised and competent to sign and verify this
counter do hereby verify that the contents of Paragraphs
1 to ^{4 and} 6 are based on information derived from record and
those of paragraphs 5, 7 and 8 are based on advice received
from the counsel which is believed to be true.

JHS
Asstt. Personnel Officer
N. R. Lko.

(A/C)

NORTHERN RAILWAY

No. 78 E/WB/LKO 45 (1-14/89 ALC

Divisional Office,
Lucknow, Dt/-3^o/8/89

The Assistant Labour Commissioner 'C',
B-12, Sector B, Aliganj,
Lucknow.

Sub : Industrial dispute act 1947-Dispute between
the Divl. Medical Officer, N.R. Lucknow and
URKU Lucknow over non payment of CPC scale to
Ambulance Cleaners of Indoor Hospital, N.R.
Lucknow and regularisation in service.

Ref : Your letter No. LKO 8 (1-23) 89-ALC dt/-
20.7.89.

With reference to memorandum of settlement dt/-
11.4.89 between Medical Supdt. N.R/Lucknow and Branch Secretary
URMU over regularisation of services of Ambulance cleaner, the
following facts are brought to the notice of your honour for
review :-

- 1) That memorandum of Settlement signed by office bea-
mers of the union without being authorised either by the Constitu-
tion of the Union or by the executive committee of the Union
or by the workman to enter into any agreement with the manage-
ment does not amount to settlement.
- 2) That under rule 58 of I.D. Act, the Branch Secretary
has got no legal right to do any settlement with the Management.
Thus the said Settlement dt/- 11.4.89 is legally not maintainable
in the eye of law.
- 3) That the said settlement has not been signed by the
DRM or his authorised representative. Thus there is an infirmity
and not maintainable.
- 4) That the settlement proceeding are devoid of Rules.
- 5) That there is no circular No. EC(NG)II/88/CL/34 dt/-
22.4.88 as referred to in the terms of settlement said to have
been issued from Railway Board. The correct number of said cir-
cular is, E(NG) II/88/CL/34 dt/- 22.4.88. Para 3 of this circu-
lar No. E(NG) II/88/CL/34 dt/- 22.4.88 clearly states that for
regular engagement of fresh cases of Casual Labour, the proce-
dure laid down in para 2 of this letter should be strictly foll-
owed.
- 6) That the appointment of Lorry Cleaners have not been
done by the competent authority as per Railway Boards circular
referred to above in foregoing para.
- 7) That the above representation was not moved under
I.D. Act 1947 nor notices were issued under I.D. Act 1947 and
therefore in the above circumstances the settlement may please
be set aside and further negotiation/conciliation may kindly
be started.

Sr. Divl. Personnel Officer,
Lucknow.

settlement.

The averments made in paras 7, 8 and 9 of the application have not been controverted and the same are reiterated.

3. That in reply to para 3 the averments made in para 10 of the application are reiterated.

4. That para 4 as stated is misconceived and is denied. There is no jurisdiction of authorities to withdraw the settlement as the same has attained finality. The grounds for withdrawal as mentioned in para under reply are misconceived and legally untenable. As stated above the respondents have no authority to challenge the settlement arrived at before a statutory authority, that is, the Assistant Labour Commissioner. As the settlement had not been challenged it became final and binding in the eye of law. Ground A is, therefore, denied. The agreement was validly arrived at between the parties and it is not open to the respondents to question the terms of the settlement particularly as they were served a notice and it was open to them to contest the same before the Assistant Labour Commissioner.

Sub para B is denied. The true nature and purport of rule 57 of the Industrial Disputes Act will be evident from a perusal of the same. It is reiterated that the settlement is legally maintainable.

Sub para C is denied. The settlement was duly signed by the parties concerned.

IN THE CENTRAL ADMINISTRATIVE TRIBUNAL
LUCKNOW BENCH, LUCKNOW

O.A. No. 236 of 1989 (L)

Dinesh Kumar & others Applicants

Versus

Union of India & others Respondents

Rejoinder to the short counter

1. That in reply to para 1 it is stated that the true nature of the relief claimed in the application will be evident from a perusal of the same. Averments made in paras 1 to 5 of para VI of the application are reiterated.

2. That in reply to para 2 averments made in para 6 of the application are reiterated. It is stated that the Assistant Labour Commissioner (Central) Lucknow is statutory authority under the Industrial Disputes Act. It was thus competent to decide the dispute between the applicants and the management. The settlement between the parties was arrived at after issuing notice to the Railway administration and also the hospital management and thereafter the settlement was arrived at on 11.4.1989, copy of which is annexure No.3 to the application. This settlement was not challenged by the Railway administration and such as it has attained finality in the eye of law. The settlement was required to be implemented and the implementation report was to be submitted to the Asstt. Labour Commissioner within 15 days of the date of the

Sub para D is denied. The settlement is legally valid.

Sub para E is misconceived and is denied. The circular in question was correctly referred to in the settlement. Addition of letter C in one circular number is merely a typing error and nothing turns upon the said typing error. The contents of the circular will be evident from a perusal of the same.

Sub para F is denied. There is no post of Lorry cleaner as alleged. It is reiterated that the appointment of the applicants on the post of Ambulance cleaner was made by the competent authority as per Railway Board circular. In the facts and circumstances of the case the reply dated 30.8.1989 is legally untenable.

5. That para 5 is misconceived and is denied. The interpretation is given under para reply regarding facts and circumstances and the reliefs claimed therein are not accepted. It is reiterated that the applicants are entitled to the reliefs claimed in the application. Contrary averments are denied.

6. That para 6 is denied. The averments made in para VIII of the application are reiterated. Contrary averments are denied.

7. That para 7 is denied. It is reiterated that the application is maintainable in the facts and circumstances and the grounds stated therein. Contrary averments are denied.

8. That para 8 is denied. The application is maintainable and the applicants are entitled to the reliefs claimed therein and the interim relief granted by order dated 4.8.1989 is liable to be confirmed.

Additional Pleas

9. That the applicants, having put in more than 240 days of continuous service as Ambulance cleaner, cannot be removed from service without following the procedure under the Industrial Disputes Act.

10. That the applicants are protected under Section 25(f) of the Industrial Disputes Act inasmuch as the procedure prescribed therein for their retrenchment, removal or lay off from service has not been followed and as such they cannot be removed from service by appointing someone else to replace them. The aforesaid position is well settled by various decisions of the Hon'ble Supreme Court, that is, in the case of Mohan Lal vs. Management of M/S Bharat Electros Ltd. (1981) 3 SCC 225; L Robert D'Souza vs. Executive Engineer, Southern Railway (1982 SCC (L&S) 124).

11. That in a case similar to that of the applicants the settlement arrived at between the management and the office bearers of a union in respect of the same hospital in which the applicants are working before the Assistant Labour Commissioner was accepted and implemented by the respondents. Non acceptance of the settlement in the present case of the applicants in similar circumstances amounts to hostile discrimination in the matter of employment in violation of Articles 14

and 16 of the Constitution of India. A photostat copy of the memo of settlement before the Assistant Labour Commissioner dated 29.4.1988 is filed as Annexure No.8.

12. That the applicants have been working on the post of Ambulance cleaner since 20.11.1987 and 1.1.1988 respectively and have been discharging their duties efficiently to the entire satisfaction of the authorities. They have, therefore, acquired temporary status on completion of 120 days continuous service under the Railway Establishment Manual.

13. That holding the selection at the back of the applicants without notice to them and without considering their claim for the post of Ambulance cleaner is in clear violation of the principles of natural justice. There was a clear duty cast on the opposite parties to consider the claim of the applicants. This having not been done, the selection held on 29.8.1989 for appointment on the post of Ambulance cleaner is wholly arbitrary, malafide and in violation of the principles of natural justice, In terms of the principle laid down in S.L. Kapoor vs. Jagmohan (AIR 1981 SC 136); SAHGWAN Vs. Union of India & others (AIR 1981 SC 1545).

14. That the act of respondents to hold selection for the post of Ambulance cleaner, on which the applicants are working for more than two years, by calling for selection other members of the hospital staff and arbitrarily excluding the applicants is malafide and

discriminatory.

Lucknow :

Applicant

Dated 20/10/1989.

20/10/1989
Nakshiriyatullah

Annexure No 8

Dated 29th April 1988.

FORM H

MEMORANDUM OF SETTLEMENT.

PARTIES PRESENT: Dr. Raj Kumar
D.M.O.I/c.

Sri B.D.Tewari,
Zonal Working President, U.R.K.U.

SHORT RECITAL OF THE CASE.

The Zonal Working President Uttar Railway Karamchari Union Lucknow served a strike notice dated 23-9-1987 on the Divisional Railway Manager N.Rly. Lucknow and Additional Chief Medical Officer, Indoor Hospital N.Rly. Chorhagh, Lucknow with a copy to this office over non-payment of minimum wages to Shri Feroz and others. The strike notice was seized in conciliation and discussed on several dates and finally on 29-4-1988. During the course of discussion the representative of the Railway Admin. submitted that all the 9 workers have already been granted temporary status with regular scale and in the case of Sri Samuel s/o. Rajesh is under process for giving him C.P.C scale. The representative of the union submitted that Rly. Admin. is adopting delaying tactics as is evident in this case which was pending before the conciliation officer since November 87. However after prolonged discussion the parties agreed to sign a settlement on the following terms:-

TERMS OF SETTLEMENT.

1. It is agreed that C.P.C. Scale will be granted to Sri Samuel s/o. Rajesh as soon as the case is processed and papers submitted.
2. It is agreed that report for granting C.P.C. scale to Sri Samuel will be submitted to Asstt. Labour Commissioner (Central), Lucknow within 30 days from the date of settlement.

(Dr. Raj Kumar)

(B.D.Tewari.)

Before Me:

(R.M.Challani)
Asstt. Labour Commissioner (C),
Lucknow.

Witnesses: (D.D.Shukla)

(Ashok Srivastava.)

J1

335(ii) Grant of Tempy. status to the casual labours who have completed more than 120 days in M&D.Deltt.
Ref: RB's letter No. PC/2/RLT-69/3(i) dt. 12.7.73
(N.R. S.No.5949).

As per RB's letter No. a casual labour who has completed 4 months continuous service automatically acquire temporary status.

Refer R.B's No. E(NG)II-83/CL/107 of 4.6.84(N.R.S.No.8537). This letter states - Casual labour acquiring Tempy. status shall be entitled to all rights and privileged admissible to Tempy. railway servants e.g. authorised pay scale, compensatory and local allowances, dearness allowance, medical facilities, leave, P.F., Passes etc. But in the cases of the following the above rules are openly flouted.

S.No.	Name /Designation	D.O.A.	Dt. when 120 days completed.
1.	Ashok s/o Angnoo, S/wala	4.7.83	4.11.83
2.	Kishan s/o Itwari	"	4.11.83
3.	Firoz s/o Nankoo	"	4.11.83
4.	Baboo s/o Devicharan	"	5.7.83
5.	Samuel s/o Ragos	"	5.7.84
6.	Babu s/o Babulal	"	5.7.83
7.	Ram Kumar s/o Bokman	"	4.11.83
8.	Rakesh s/o Thakur Id.	18.2.85	18.6.85
9.	Nand Kishore s/o Kali Deen	27.4.85	27.8.85
10.	sethai s/o Jethoo	5.7.84	5.11.84

In the Central Administrative Tribunal,

Lucknow Bench, Lucknow

CM. A. No. 17/90(4)

D.A. No. 286 of 1989

Between

Dinesh Kumar and another

...Applicants.

Versus

Union of India and others

...Respondents.

Application on behalf of applicant
Dinesh Kumar .

Sir,

It is submitted as under :-

- 1: That Dinesh Kumar was serving as Ambulance cleaner CMS/Lko.
- 2: That Assistant Labour Commissioner U.P. Lucknow had passed order for regularisation of their services and the Petitioner Dinesh Kumar is one of them.
- 3: That applicant had filed the present petition with the Hon'ble Central Administrative Tribunal.
- 4: That the Uttar Railway Mazdoor Union had raised the matter with the General Manager Northern

(A)
(50)

Rly at the Permanent Negotiating Machinery (PNM) meeting held on 4/5 December, 1989 and the G.M. has decided that DRM should not go in appeal against the order of the Assistant Labour Commissioner, Lucknow passed for regularisation. It was agreed that formal post facto sanction of competent authority will be obtained and communicated to this division. (Memo CMS -CB/Lko) no. 961-E/101/R/89 URMV / E- Union dated 22.12.89 (Photo copy is annexure 1)

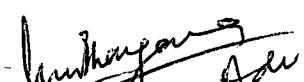
5: That in view of the G.M's decision the DRM NR/ Lucknow is to move for formal sanction to the G.M. NR and regularise the appointment of the applicant.

6: That it is in the interest of justice that implementation of the GM Dicision of PNM PNM meeting is implemented at the early date resulting in regularisation of appointment of the petitioner. It will save the valuable time of the Hon'ble CA. Tribunal since the Highest authority that is GM NR has agreed.

It is therefore, prayed that the opposite party no. 2 DRM N. Rly Lucknow be directed to expedite the decision of PNM ^{GM NR, et} directing implementation obtain sanction and order regularisation of the applicants, the counsel for Opposite parties be directed to reply and inform the Hon'ble Tribunal of the action that is being taken before hearing final arguments in the matter.

Lko.

8.1.90


Counsel for the
Petitioner.

1
12-12-89
NORTHERN REGION

TARGET DATE 22.12.89

CMS-CB-LKO

HEADQUARTERS OFFICE,
BARODA HOUSE, N. DELHI.

NO. : 961-E/101/R/89/URMU/E-Union.

Dated :

22.12.89

The DRMS-ALD BKN DLI FZR JU LKO MB UMB.

DY. CME/ASR JU AMV-LKO BNN CWM-CB-LKO, JUDW.

DY. CEE/CB-LKO. / CMS-CB-LKO/S1S-CB-LKO.

CE/Const. Kashmere Gate-DLI.

CPO(Admn.) SPO(HQ) SPO(M) SPO(T&C) APO(S&T). Dy CPO(G)

SPO(W), SPO(RP) APO(R) APO(DRA).

SPO(EC) C.M.O./CMPE(DSI) SDGM/CEE/CBE/FA&CAO/CCS/CWE

CME/COPS/CE/ CEE(Central)/AEW(water supply)

CHS-Central Hospital, New Delhi.

SUB : Minutes of PNM Meeting held with URMU at
G.M.'s level on 4-5th Dec. 189.

38. Item
No. 104/89

Regularisation of services of Ambulance Cleaner in
Divl. Hospital, Charbagh-Lucknow.

SPO(W)

DRM/LKO has informed that 4 casual labours (Ambulance Cleaners) who are still in service were engaged by the CMS/LKO without prior approval of the G.M. The Asstt. Labour Commissioner, Lucknow has passed the orders for their regularisation.

CMS-CB-LKO

It was decided that division should not go for appeal against the orders of Asstt. Labour Commissioner, Lucknow. It was agreed that formal post-facto sanction of Competent Authority will be obtained and communicated to this division.

39. Item
No. 105/89

Assignment of Correct Seniority to S/Sh. Iqbal Singh
CDM(Spl) and Sat Pal Singh CDM at FZR Divn.

SPO(EC)/DRM-FZR

The posts of Chief Draftsman Gr. 700-900 has been selection post and Head Draftsman Gr. 550-750(RS) as Non-Selection post and Draftsman Gr. 425-700(RS) as Selection Post.

The posts of Draftsman Gr. 425-700(RS) and Gr. 550-750(RS) were decentralised w.e.f. 1.1.79 and since then controlled by the respective Division, and promotion to Gr. Rs. 550-750(RS) have been made by Division on occurrence of regular vacancies from time to time on their division.

S/Sh. Iqbal Singh and Sat Pal Singh are from Faridpur Division. On FZR Divn promotion of Sh. Iqbal Singh as Head Draftsman Gr. 550-750 (RS) has been regularised from 1.4.81 after his adhoc promotion against workcharged post from 26.4.80, and of Sh. Sat Pal Singh from 1.9.82 after his adhoc promotion from 7.5.80.

No seniority list has been issued under HQ's letter No. 754-E/132-IV(Eiib) dt. 30-5-85 as claimed by Union under this item, but the fact is that under that letter panel of selected candidates for

TC

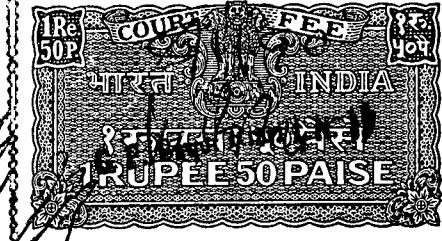
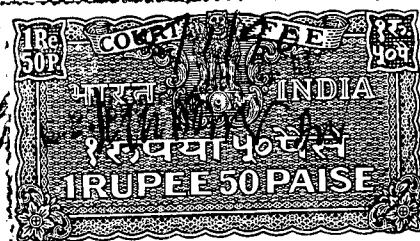
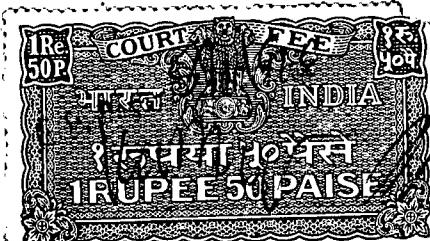
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प्रतिवादी [रेस्पेलेन्ट]

Central Adv. Tribunal, the Bench ^{the} महोदय

महोदय

Dinesh Kumar

वकालतनामा



D A 236/89

बनाम

सन्

पेशी की तो ०

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ऊपर लिखे मुकदमा में अपनी ओर से श्री **कृष्ण अद्वय चतुर्वेदी**

28, New Berry Road, Lucknow-226001.

2 Sri Kastagiri Nain

वकील

... महोदय

एडवोकेट

को अपना बकील नियुक्त करके प्रतिज्ञा (इकरार) करता हूं और लिखे देता हूं इस मुकद्दमा में बकील महोदय स्वयं अथवा अन्य बकील द्वारा जो कुछ पैरवी व जवाबदेही व प्रश्नोत्तर करें या कोई कागज दाखिल करें या लौटावे या हमारी और से डिगरी जारी करावे और रूपया लासूब करें या सुलहनामा व इकबाल दावा तथा अपोल निगरानी हमारी और से हमारी या अपने हस्ताक्षर से दाखिल करें और तसदीक करे मुकद्दमा उठावे या कोई रूपया जमा करे या हारी विपक्षी (फरीकसानी) का दाखिल किया हुआ रूपया अपने या हमारे हस्ताक्षर युक्त (दस्तखती) रसीद से लेवे या पंच नियुक्त करे—बकील महोदय द्वारा की गई वह सब कायंबाहो हमको सर्वथा स्वीकार है और होमा मैं यह भी स्वीकार करता हूं कि हर पेशी पर स्वयं या किसी अपने पैरोकार को सेजता रहूंगा अगर मुकद्दमा अदम पैरवी में एक तरफ मेरे खिलाफ फैसला हो जाता है उसकी जिम्मेदारी मेरे बकील पर नहीं होगी इसलिए यह बकालतनामा लिख दिया प्रमाण रहे और समय पर काम आवे ।

हस्ताक्षर दिल्ली अम्बा

साक्षी (गवाह) साक्षी (गवाह)

दिवांक ₹/।।९.०... महीना — — — — सन १६ ई०

स्वीकृत

विश्वाकृत
Vishwakar
100

(61)

Before the Central Administrative Tribunal, Circuit Bench,
..... Lucknow.

C.M.Ap.No. of 1992

1. Dinesh Kumar son of Smt.Rameshwari Devi resident of
C/O Smt.Rameshwari Devi,
Female Dresser, Graize B
Block I-99 Quarter No.
Charbagh,Lucknow.

2. Vinay Kumar Saxena,son of Sri Lakhpat Rai,resident of
House No.417/253 Niwazganj,
Panni Wali Gali,Chowk,Lucknow.

.....Applicants

Application for Amendment

In re:

O.A.No. 236 of 1987(L)

Dinesh Kumar and anotherApplicants.

vs.

Union of India and othersRespondents.

To

The Hon'ble Member of this Hon'ble Tribunal.

The humble application of the applicant most respectfully begs to submit as under-

1. That the applicants had filed the aforesaid application inter alia challenging the respondents do not have any authority to terminate the services of the applicants, are temporary Government Servants and have attained their status of temporary Government servants after completing 120 days and 240 days.

2. That due to inadvertance, certain facts could not be brought in the main petition and are left. Similarly, due to inadvertance mistake the relief clause is also not properly framed. In the circumstances, it is expedient that the applicants may be permitted to amend their petition in the following manner:

(A) In paragraph VI (Facts of the case), the following sub-clause 16 may be added :-

"16. That the petitioners had worked more than 120 days and have also worked more than 210 days without any interruption of services. The salary and other benefits have been paid to the petitioners. The facility of railway passes etc. have also been given to the applicants by the respondents. In the circumstances, the applicants have become temporary employees under the Railway Administration."

(B)

In Grounds paragraph 6 of the original Application, the applicants may be D.P.M.
sub para - 'F'.

Temporary
Employees

Temporary
Employees

(A)
6

-3-

"F. Because the action of the opposite parties are against the provisions of Industrial Dispute Act."

(C) In paragraph XI of the Original Application the applicants may be permitted to add sub para(iii):

"(iii) to issue an order declaring that the applicants have become temporary employees a Ambulance Cleaner under the respondent, with all benefits of leave, salary etc. from the date when the applicants completed 120 days calculated from 20.11.1987 the first date of the appointment of the applicants as Casual Labour i.e. the Ambulance Cleaner."

PRAYER

Wherefore it is most respectfully prayed that this Hon'ble court may kindly be pleased to permit the applicants to amend the Original Application as stated above in this application.

Lucknow, dated

14.1.92, 1992

Shahid Ali
(Bar-at-Law)

Advocate
Counsel for the Applicants.

14.1.92

(A)
64

Before the Central Administrative Tribunal, Circuit Bench,
Lucknow.

O.A. No. 236 of 1989 (L)

Dinesh Kumar & another

Applicants

vs.

Union of India & others.....

Respondents.

Affidavit of Sri
Dinesh Kumar.

I, Dinesh Kumar aged about years, son of Smt. Rameshwari Devi, resident of C/O Smt. Rameshwari Devi, Female Dresser, Graize Road, Block I-99 Quarter No. 11 Charbagh, Lucknow, the deponent do hereby solemnly affirm and state on oath as under

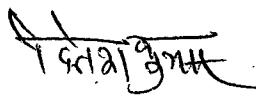
1. That the deponent himself is the applicant no. 1 and filing this affidavit on behalf of the applicant no. 2, as such he is fully conversant with the facts of case deposed to hereunder.
2. That the contents of paras 1 to 2 of the accompanying application are true to my personal knowledge.
3. That the contents of this affidavit are true to my personal knowledge. No part of it is false and nothing material has been concealed, so help me God.

Lucknow, dated

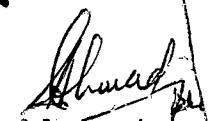
Verification

I the abovenamed deponent do hereby verify the contents of paras 1 to 3 of this affidavit are true to my personal knowledge.

Signed and verified this 13th day of January 19⁰ April
in the court compound at Lucknow.


Deponent

I identify the deponent who has signed before me.


Advocate

Solemnly affirmed before me on at am/pm by the deponent who has been identified by Advocate High Court Lucknow.

I have fully satisfied myself by examining deponent who has understood the contents of this affidavit which have been readout and explained to him by me.

East of Central Administrative Tribunal Alibabad
Current Case No. 2080 महोदय

66

ब अदालत श्रीमान

वादी

(मुद्रित)

प्रतिवादी

(मुद्राबलेह)

का वकालतनामा

C.P. N 236/1989

टिकट

वादी (मुद्रित)

Dinesh Kumar

६३

बनाम

प्रतिवादी (मुद्रित)

Union of India

19 ई०

नं० मुकदमा सन् १९ पेशी की ता० इन का लिखे मुकदमा में अपनी ओर से अपर लिखे मुकदमा में अपनी ओर से प्रतिवादी (मुद्रित)

Q. B. C. with Sh. K. B. महोदय एडवोकेट वकील

नाम
मुकदमा
नं०

फरीकत
नाम

को अपना वकील नियुक्त करके प्रतिज्ञा (इकरार) करता हैं और लिखे देता हैं इस मुकदमा में वकील महोदय स्वयं अथवा अन्य वकील द्वारा जो कुछ पैरवी व जवाबदेही व प्रश्नोत्तर करें या अन्य कोई कागज दाखिल करें या लौटावें या हमारी ओर से डिगरी जारी बरावें और रूपया बसूल करें या सुलहनामा या इकबालदावा तथा दावा तथा अपील व निगरानी हमारी ओर से हमारे दावा तथा अपने हस्ताक्षर से दाखिल करें और तस्वीक करें या या अपने हस्ताक्षर-युक्त [दस्तखती] का दाखिल किया गया अपने या मुकदमा उठावें या कोई हृपया जमा करें या हमारी या विपक्ष [फरीकसानी] का दाखिल किया गया अपने या हस्ताक्षर-युक्त [दस्तखती] रसीद। लेवें या पंच नियुक्त करें - वकील महोदय द्वारा की ई यह कार्यवाही हमको सर्वथा स्वीकार हैं और होगी मैं प्रा भी स्वीकंहर करता हैं कि मैं हर पेशी वयं या किसी अपने को भेजता रहूंगा अगर मुकदमा अदम पैरो में एवं भी भी खिलाफ फैसला हो जता है उसकी जम्मोदारी मोड़ी वकील पर न होगी इस लिए यह वकालतनामा लिखा जाए है कि प्रमाण रहे और साय पर काम नहीं।

! दिनपूर्ण १०.८.८९

हस्ताक्ष

साक्षी[गवाह] साक्षी[गव] नन्दु जुआर
दिनांक महीना सन्