

CENTRAL ADMINISTRATIVE TRIBUNAL
JAIPUR BENCH : JAIPUR

Jaipur, this the 23rd day of February 2005.

OA No.145/2003.

CORAM : HON'BLE SHRI V. K. MAJOTRA, VICE CHAIRMAN.
HON'BLE SHRI M. L. CHAUHAN, JUDICIAL MEMBER.

Kishore Kumar Bhardwaj
S/o Late Shri Mohan Prakash,
aged about 27 years,
R/o C/o Smt. Vimla Sharma,
Railway Quarter No.1923-I,
Jhones Ganj, Ajmer,
Rajasthan.

...Applicant.

By Advocate : Shri Manish Bhandari.

Vs.

1. Union of India through
Secretary cum Chairman,
Department of Atomic Energy,
Government of India,
C.S.M. Marg,
Mumbai.
2. The Director,
Atomic Minerals Directorate
for Exploration & Research
1-0-153-156, Begumpet,
Hyderabad-16.
3. The Chief Administrative &
Accounts Officer,
Atomic Minerals Directorate for
Exploration and Research,
1-10-153-156, Begumpet,
Hyderabad-16.
4. The Regional Director,
Western Region,
Atomic Minerals Directorate for
Exploration and Research,
Sector-5, AMD Flats, 52/497,
Pratap Nagar, Sanganer,
Jaipur.
5. The Chief Post Master General
G.P.O., Ajmer.

... Respondents.

By Advocate : Mr. Kunal Rawat for Respondent No.1to4.
Mr. Rajvir Singh proxy for
Mr. S. S. Hassan for Respondent No.5.

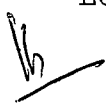
:ORDER :

By V. K. Majotra, Vice Chairman.

Applicant has challenged Annexure A/1 dated 23.2.2003 whereby offer of appointment to the applicant on the post of Lower Division Clerk (for short, LDC) issued vide letter No.AMD-1/16/98-Rectt./453 dt.25.2.2003 has been cancelled on the ground that applicant had neither reported for duty by the stipulated date that is 11.11.2002, nor did he seek extension of time for joining.

2. Learned Counsel for the applicant contended that applicant had never received respondents' order dated 21.10.2002, by which he was offered appointment after due selection. As such, respondents could not have cancelled the offer of appointment.

3. On the other hand, Learned Counsel for the respondents stated that the applicant had received the offer of appointment vide letter dated 21.10.2002 which was delivered to him on 25.10.2002. In this connection, Learned Counsel relied on Annexure R/2 dated 28.01.2003 issued by Assistant Postmaster General (SB), Hyderabad Customer Care Center, stating that the said registered letter was delivered to the addressee on 25.10.2002. Learned counsel stated that Annexure R 5/2 is a copy of the acknowledgment of the applicant for receipt of the said registered letter. Learned Counsel for the respondents further stated that the registered letter might have been received by a relative of the applicant who was available at his address at the time of delivery of the said letter. Learned Counsel also pointed out that further action has



already been taken by the respondents to fill up the post initially offered to the applicant and the next candidate Shri Kuldeep Purohit has already been appointed and has reported on duty in the Northern Region. As such, no post is available to accommodate the applicant.

4. Learned Counsel for the applicant stated that Annexure R 5/2 does not bear the signature of anyone related to the applicant.

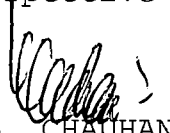
5. We have considered the rival contentions of the parties and also the material on record.

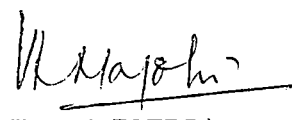
6. To a specific query, it was not denied that a registered letter has to be delivered to the addressee and not to anyone else, unless the addressee has authorised someone else to receive a registered letter. It was also not denied that as per instructions on the subject, in the event of non availability of the addressee, the Postman takes back the undelivered registered post and the addressee has to appear in the post office to receive the same within a period of seven days. Respondents have not established that the aforesaid prescribed procedure was followed in the matter. As a matter of fact, it is contended on behalf of the respondents that the registered letter was delivered to someone who was available, other than the addressee, at the address of the addressee.

7. In our view Annexure R 5/2 cannot be accepted as a proof of delivery of the registered letter by which offer of appointment was made to the applicant. In such circumstances, it was wrong on the part of the respondents to cancel the offer of appointment to the post of LDC to the applicant when the letter dated 21.10.2002 was never

delivered to the addressee i.e. the applicant.

8. If one has regard to the discussion made and reasons stated above, OA has to be allowed. As such, Annexure A/1 dated 25.2.2003 is quashed and set aside directing the respondents to appoint the applicant on the next vacancy of LDC at AMD, Northern Region, New Delhi, however, applicant shall not be entitled to pay and allowances with retrospective effect.


(M. L. CHAUHAN)
MEMBER (J)


(V. K. MAJOTRA)
VICE CHAIRMAN

24.2.05