

50/100  
**CENTRAL ADMINISTRATIVE TRIBUNAL  
GUWAHATI BENCH  
GUWAHATI-05**

(DESTRUCTION OF RECORD RULES, 1990)

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O.A/T.A No. 34/2004.....

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SECTION OFFICER (Judi.)

FORM NO. 4  
(SEE RULE 42 )  
CENTRAL ADMINISTRATIVE TRIBUNAL  
GUWAHATI BENCH.

ORDER SHEET

Org. App/ ~~Misc. Petn/ Cont. Petn/ Rev. Appn.~~ 34/2004

In O.A.

Name of the Applicant(S) Subhabesh Sainia

Name of the Respondent(S) Wards

Advocate for the Applicant Mr. I. Hussain & S. Seal.

Counsel for the Railway/ C.G.S.C. Mr. A. D. Roy,  
Sr. C.G.S.C.

OFFICE NOTE

DATE

ORDER OF THE TRIBUNAL

19.2.2004

Heard Mr. I. Hussain, learned  
counsel for the applicant.

The application is admitted,  
call for the records. Issue notice  
to the parties.

Four weeks time is allowed to  
the respondents to file written state-  
ment.

List on 22.3.2004 for orders.

Steps Taken.

*S. Seal*  
17/2/04

*K.N. Bhattacharjee*  
Member (A)

Notice & order dt. 19/2/04 mb  
sent to D/section for 22.3.2004  
issuing to respondent  
no. 1 to 4.

List on 29.3.2004 for orders.

*17/3/04*  
19/3/04  
An additional affidavit  
has been filed by the  
applicant.

*K.N. Bhattacharjee*  
Member (A)

29.3.04 Learned counsel for the applicant prays that he may be allowed to file additional affidavit. Prayer allowed.

List on 29.4.04 for order.

No. W/B has been filed.

*RS*  
19.3.04

Notice issued vide  
No. 493 - 496 dated  
23.3.04.

*RS*  
19.3.04

No written statement has been filed.

*RS*  
19.3.04

29.4.2004 Four weeks time is given to the respondents to file written statement. List on 2.6.2004 for orders.

*ICV Prakash*  
Member (A)

mb

2.6.2004

Four weeks time is given to the respondents to file written statement. List on 25.6.2004 for orders.

*ICV Prakash*  
Member (A)

mb

19.7.2004 present: The Hon'ble Shri K.V.Sachidanand, Member (J).

The Hon'ble Shri K.V.Prahladan Member (A).

When the matter came up for hearing, Mr.A.Deb Roy, learned Sr.C.G.S.C., submits that he would like to have four weeks time to file written statement. Let it be done. Two weeks time thereafter is granted to the applicant to file rejoinder, if any, in case reply statement is filed.

post on 6.9.2004 for order.

*ICV Prakash*  
Member (A)

bb

*U*  
Member (J)

6.9.04. Present: Hon'ble Mr.K.V.Prahadan,  
Administrative Member.

13.9.04  
Copy of the  
order has been  
sent to the D/Sec.  
for issuing the  
same to the L/Advocates  
for the parties.

Mr. I. Hussain the learned  
counsel for the Applicant wants to  
to withdraw the application.  
Accordingly, Application is dismissed  
as withdrawn.

*K.V. Prahadan*  
Member.

27/5/9

IN THE CENTRAL ADMINISTRATIVE TRIBUNAL  
GUWAHATI BENCH GUWAHATI.

application under Section 19 of the Central Administrative Tribunal Act, 1985).

ORIGINAL APPLICATION NO. 34 /2004.

Sri Bhabesh Saikia

...Applicant.

-VS-

The Union of India & Ors.

... Respondents.

LIST OF DATES AND SYNOPSIS

<u>Dates</u>	
04.5.2001	First forwarding letter dt. 4.5.2001 along with the duty chart/bills for the month of April,2001.
10.9.97	Notification dt. 10.9.97 issues by the Ministry of Communication.
8.11.2002	Copy of the order dt 8.11.02 in O.A. No.87 of 2002
15.11.02	Copy of the representation of the applicant.
7.11.02	Copy of the promotion order.
7.1.03	Copy of letter dt 7.1.03 by the Respondent No. 4 to the respondent No.2.
17.4.03	Copy of letter of the respondent No. 4 to the respondent No.3.
3.5.03	Copy of letter of the respondent No. 4 to the respondent No.2.
25.6.03	Copy of the letter of the respondent No.4.
8.1.04	Copy of letter of the respondent No. 4 to the respondent No.2.

• • •

IN THE CENTRAL ADMINISTRATIVE TRIBUNAL  
GUWAHATI BENCH GUWAHATI.

(An application under Section 19 of the Central Administrative Tribunal Act, 1985).

ORIGINAL APPLICATION NO. 34 OF 2004.

Sri Bhabesh Saikia ...Applicant.

-Vs-

The Union of India & Ors. ... Respondents.

I N D E X

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X

(2)

12. Annexure- 11. 39 to 40  
Copy of letter dt. 3.5.2003  
of the respondent No.4 written  
to the respondent No.2.

13. Annexure- 12. 41  
Copy of letter dated 25.6.03  
of the respondent No.4 rejecting  
petitioner's prayer for regulari-  
sation in service.

14. Annexure- 13. 42  
Copy of the letter dt. 8.1.04  
of the respondent No.4.

15. Annexure- 14. 43 to 56  
Copy of the Judgment of 1999(3)  
SCC is annexed herewith.

16. Notice.

Filed by :-

Date :-

*Soheli Seal*

Advocate.

8  
Filed by the petitioner  
Sri Bhabesh Saikia  
J.K. Saikia  
Sohali Jyoti  
Advocate  
16/2/04.

IN THE CENTRAL ADMINISTRATIVE TRIBUNAL GUWAHATI BENCH ::

GUWAHATI.

(An application Under Section 19 of the Centre) Adminis-  
trative Tribunal Act, 1985).

ORIGINAL APPLICATION NO. 34 OF 2004.

Sri Bhabesh Saikia ...Applicant.

-Vs-

The Union of India & Others. ...Respondents.

PARTICULARS OF THE : Sri Bhabesh Saikia,  
APPLICANT.

Son of Suren Saikia,

Resident of Oakland,

(P. & T Colony)

P.O. Oakland, Shillong.

Presently working as

Belder/Wheelman through

Contract Labour under

Postal Civil Division,

Shillong, Meghalaya.

~~Certified to be  
true copy~~

Advocate

Contd....

2.

PARTICULARS OF THE : 1. The Union of India,  
RESPONDENTS : represented by the  
Secretary to the Govt.  
of India, Ministry of  
Communication,  
Department of posts,  
New Delhi -110 001.

2. The Chief Post Master,  
General, N.E.Circle,  
Shillong -793 001.

3. The Superintending Engineer,  
Postal Civil Circle,  
Yogayog Bhaban,  
Kolkata -700 012.

4. The Executive Engineer,  
Postal Civil Division,  
Shillong -793 001.

... Respondents.

I. PARTICULARS FOR WHICH THIS APPLICATION IS MADE :

This application is made with a prayer for a direction to the Respondents for granting temporary status to the applicant who has been serving as Beldar/Wheelman through contract labour under postal Civil Division, Shillong since 16.4.2001 and regularisation thereafter in any Grade-IV post under them.

Contd....

3.

2. JURISDICTION OF THE TRIBUNAL :

The applicant declares that the application is within the jurisdiction of this Hon'ble Tribunal.

3. LIMITATION :

The applicant declares that the application is filed before this Hon'ble Tribunal within time ~~xxx~~ limit prescribed under Section 21 of the Administrative Tribunal Act, 1985.

4. FACTS OF THE CASE :

4.1) That the applicant is a Citizen of India and is presently serving as Belder/Wheelman through contract labour under the Respondent No.4 and 5 since 16.5.2001 continuously till date.

4.2) That the applicant read upto Class. IX but could not prosecute his study due to financial problems. He left the school in 1994 and he was initially engaged as Belder/Wheelman through Contract labour under Respondent No.4 as daily wage basis of Rs. 122/- per day and she is continuing as such till date. The Asstt. Engineer maintain the attendance register on monthly basis and there after sends the wages bills in the following months to the respondents No.4 for

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true copy~~  
~~S. Advocate~~

Contd....

necessary payment from his end. The applicant is annexing herewith only the first forwarding letter dated 4.5.2001 along with the duty chart/bills showing the number of days work and amount to be paid to the applicant as well as the latest forwarding letter dated 10.2.2002 along with the Chart/bills for the month of January, 2002 for sake of brevity and craves the leave of this Hon'ble Tribunal to produce the letter/bills for the intervening period if so directed.

The copy of the School Certificate issued by Headmaster of Gorkha Higher Secondary School Shillong is annexed herewith as Annexure No.1.

The copy of the first forwarding letter dated 04.5.2001 along with the Duty chart/ bills for the month of April, 2001 is annexed herewith and is marked as Annexure No.2.

The copy of the latest forwarding letter dated 1.2.2002 alongwith the duty chart/bills for the month of January,2002 is annexed herewith and is marked as Annexure No.3.

Contd....

*Certified to be  
true copy  
B  
Advocate*

5.

4.3. That the applicant in the meantime has gained experience and has become eligible for appointment as temporary/regular employee under the Respondents. Furthermore, the applicant has come to learn that, there is requirement of a Belder/Wheelman under the Respondent No.4 and 5 and two Nos of Vacancies also exists under them. As such he had been approaching them with prayer for granting temporary status to him against the said post considering his experience in the line. However, no action has been taken to consider the case of the applicant although he is continuing till date.

4.4. That the applicant states that the Govt. of India, Ministry of Communication, s Department of post issued a Notification dated 10.9.97 regarding guidelines to be followed for direct recruitment to the cadre of Peons for postal Civil Wing. Among other criterias it mentioned in the notification that preference shall be given to casual Mazdoors with temporary status serving in the department.

The copy of the notification dated 10.9.97 issued by the Ministry of Communication is annexed herewith as Annexure No. 4.

*Advocate*

Contd....

6.

4.5. That the applicant states that, one Sri Abdul Hanamn Barbhuiya who also a casual employee under the Respondents like the applicant has been given temporary status. The applicant also deserves similar treatment from the respondents which has been denied to him.

The copy of order dated 24.11.2000 issued by the Respondent No.4 granting temporary status to Abdul Hanman Barbhuiya is annexed herewith and marked as Annexure No. 5.

4.6. That, the Applicant states that as on action was taken to appoint him against the existing Grade IV vacancy he approached this Hon'ble Tribunal vide O.A. No.87 of 2002 with a prayer for direction to the respondents to grant him temporary status and then to regularise him in service.

4.7. That the applicant states that this Hon'ble Tribunal vide an order dated 19.3.02 was pleased to admit the application and further ordered to maintain status-quo as on that day as regards service of the applicant. Thereafter, the application was heard finally and this Hon'ble Tribunal was pleased

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true Copy  
Advocates*

.. Contd...

7.

to dispose of the same vide an order dated 8.11.2002 directing the Applicant to submit a representation to the authority narrating all the facts and also directed the authority to consider the same sympathetically against any future vacancy as per norms, considering the service rendered.

The copy of order dated 8.11.2002 in O.A.No.87 of 2002 is annexed as Annexure No. 6.

4.8. That, the Applicant states that, he submitted a representation dated 15.11.2002 alongwith a copy of order of this Tribunal to the respondent No.4 (with copies to respondent No.2 and 3) with a prayer of regularisation of his service as per order of the Hon'ble Tribunal.

The copy of representation dated 15.11.02 of the petitioner is annexed as Annexure No. 7.

4.9. That the Applicant states that in the meantime another Grade IV post fell vacant under the respondent No. 4 after promotion of Sri Vicky Singh, Peon (Group-D) to the post of Clerk Gr.II vide an order dated 7.11.02 of the respondent No.3.

*Certified to be  
true copy*

*S. Advocate*

Contd...

8.

8x8x

The copy of promotion order dated  
7.11.02 is annexed as Annexure No.8

4.10. That, the Applicant states that on receipt of the representation alongwith the copy of order in original application, the respondent No.3 wrote a letter dated 28.11.02 to the respondent No.4 for a detail report as regards regularisation of the service of the applicant. Accordingly the respondent No.4 sent a letter dated 7.1.03 to the respondent No. 3 giving a detail report regarding regularisation of service of the applicant. In the said letter the respondent No.4 also stated that there is acute shortage of Group 'D' staff under him and atleast one office peon and one Chowkidar are necessary. Moreover, the posts are lying vacant after promotion of earlier incumbents. Accordingly the respondent No.4 requested the respondent No.3 to regul rise and give appointment to the applicant against the vacant post to cater the immediate need of the department and also to implement the order of the Tribunal.

The type dopy of letter dated 7.1.03 of the respondent No.4 written to the respondent No.3 is annexed as Annexure no. 8x 9.

Contd...

4.11. That, the petitioner states that as per his information there were several inter-office correspondence favouring and approval of regularization of service of the applicant in Grade IV post. In such letter, the respondent No. 4 sent a letter dated 17.4.03 requested the respondent No. 3 to offer an appointment to the applicant considering the immense problem for day to day functioning of the office.

The typed copy of letter dated 17.4.03 of the respondent No.4 to the respondent No.3 for appointment of the petitioner is annexed as Annexure No. 10.

4.12. That the applicant states that the respondent No.4 by another letter dated 3.5.2003 requested the respondent No.2 informing him about necessary approval of the Screening Committee for appointment of the applicant against any of the Group 'D' posts and also informed him about steps taken by the respondent No.3 for appointment of the applicant against the vacant post as they are facing immense problem in day to day functioning of the office.

Contd....

*Certified  
true copy  
Advocate*

17

10.

The copy of letter dated 3.5.2003  
of the respondent No.4 written to the  
respondent No.2 is annexed as Annexure No.11.

4.12. That the applicant states that when all formalities  
for regular appointment of the applicant were  
complete including approval of the Screening  
Committee, the respondent No.4 vide a letter dated  
25.6.03 intimated the petitioner as follows :-  
"This is to intimate you that your request cannot  
be acceded to at this moment since there is no  
clear cut vacancy for Group 'D' post. However, your  
case may be considered when such potentiality will  
be cropped up. This is as per CAT, Guwahati Bench's  
order dated 8.11.02%.

The copy of letter dated 25.6.03 of  
the respondent No. 4 rejecting petitioner's  
prayer for regularisation in service is  
annexed as Annexure No.12.

4.14. That the applicant states that the respondents  
No.4 by another letter dt. 8.1.04 requested the  
respondent No.2 to divert one group 'D' post under  
him i.e. Respondent No. 4 for regularisation of the  
applicant.

The copy of the letter dt. 8.1.04 of the  
respondent No.4 is annexed as Annexure No.13.

4.15. That the applicant states that both the original  
application No.87/02 and contempt No.53/03 earlier  
filed by the applicant have already been disposed  
of by this Hon'ble Tribunal.

*Certified to be  
true copy  
S  
Advocate*

4

11.

5. GROUND FOR RELIEF WITH LEGAL PROVISIONS :

- i) For that the applicant has got the requisite qualification and gained experience due to his service as Casual employee under the respondents and as such he deserves consideration for granting temporary status to him and thereafter regularisation of his service.
  
- ii) For that, there are two vacancies of Grade-IV staff under the Respondent No.4 and 5 and the applicant could be accommodated in any of the two posts without creation of new post. Even if any selection process is held the applicant should be given preference because of his experience & educational qualification etc as per notification of the department.
  
- iii) For that, in a similar circumstances, many other casual employees have been granted temporary status there should be no reasons why the case of the applicant should not be considered for such appointment. The applicant also deserves similar treatment from the authorities and one of those cases reported in 1999(3) SCC page 601 where the Hon'ble Supreme Court directed to regularise the contract labour.

~~Certified to be  
true Copy~~  
  
Advocate

The copy of the Judgment of 1999(3) SCC is annexed herewith and marked as Annexure No. 13.

Contd....

iv) For that, the applicant he has been rendering service to the respondents on casual basis and although there are clear vacancies of Group 'D' post under them as reflected in various departmental correspondences the applicant prayer has been rejected taking a false plea of non availability of clear vacancy. This view is contrary to the view expressed by the respondents in their departmental correspondences which are reflected in the Annexures appended herewith this petition.

v) For that this Hon'ble Tribunal vide its order directed the respondents to consider the case of the petitioner against the vacancies and they ought to have regularised the service of the applicant against any of the vacancies in terms of the order of this Hon'ble Tribunal. But the respondents have deliberately and willfully violated the order dated 8.11.02 in O.A. No.87 of 2002.

vi) For that, ~~the~~ as per Hon'ble Tribunal's direction the case of the applicant ought to have been considered sympathetically and to appoint him against the existing vacancies which has due approval of the screening committee. The respondents cannot reject the prayer of the applicant taking a new plea.

*ifified to be  
B Copy  
Advocate*

Contd...

13.

vii) For that, it is a fit case for a direction from this Hon'ble Tribunal to granting temporary status and thereafter regularisation of service as Grade-IV employee under the Respondent authorities.

6. DETAILS OF REMEDI EXHAUSTED :

The applicant has approached the Respondent No. 4 and 5 from time to time with a prayer for redressal of his greivances and exhausted the remedies available to him.

7. MATTERS NOT PENDING IN ANY OTHER COURT OR TRIBUNAL :

The applicant declares that he has not filed any application, writ petition or suit etc. regarding this matter in any court or law or Tribunal except the O.A.No.87/2002 (disposed) and Cont.Petition No. 53/03(disposed) and no case is pending before any Court.

8. RELIEF SPUGHT FOR :-

In view of the facts and circumstances narraged above the applicant prays for the following reliefs :-

Contd...

*Certified to be true*

*Advocate*

14.

i) That the respondents may be directed to grant temporary status to the applicant against the existing vacancies of Grade-IV post of Belder/Wheelman or in any other similar posts and thereafter regularise his service in due course considering his qualification, experience etc and give all service benefits as per rules and procedure.

ii) That any other relief or reliefs entitled by the applicant and this Hon'ble Tribunal deems fit and proper.

9.

INTERIM RELIEF IF ANY PRAYED FOR :-

That the applicant prays that pending disposal of this application -

i) The Respondents may be directed to grant temporary status against the existing Grade-IV posts that are lying vacant or in any other similar posts under them.

ii) The applicant may not be ousted from service and be allowed to continue in the post of Belder/Wheel man till he is given temporary status in the interest of justice.

Contd...

*Adv.*

*Official  
Copy*

15.

10. DETAILS OF POSTAL ORDER :

Postal Order No. : IPO No. 116378200  
76547908 Rs. 50/-

Date of Issue : Dtd. 13.3.2006.

Issued from : G.P.O., Guwahati,

Payable at : Guwahati.

11. LIST OF ENCLOSURES :

As per Index.

16.

V E R I F I C A T I O N.

I, Sri Bhabesh Saikia, Son of Suren Saikia, resident of Oakland, Shillong P & T Colony, P.O. Oakland, Shillong, do hereby verify that the contents made in paragraphs 1, 2, 3, (4.1), (4.2), (4.3), (4.4), (4.6), (4.7), (4.8), (4.9), (4.10), (4.11), (4.12) and (4.13), (4.14), (4.15), 5<sup>(1)</sup>, 5<sup>(2)</sup> are true to my personal knowledge and paragraphs 5(v)(i), 5(v), 5(vi), 5(vii) and 5(v), 6, 7, 8(v), 9(v), 10(v) are believed to be true as legal advice and I have not suppressed any material facts.

DATE : 16/2/04.

PLACE : Guwahati.

*Bhabesh Saikia*

SIGNATURE OF THE APPLICANT.



# Gorkha H. E. School

Mawhasiang (Mawdieng dieng)

Shillong - 793012

Issue: 11/15

## LEAVING CERTIFICATE

28/2/

2002

No. 15/27/2002

Certified that PHABESHA SAIKIA

Son/daughter of Shri/Shrimati SUREN SAIKIA

a resident of Oakhorni, Shillong

Dist (East) Khasi Hills State Meghalaya

was reading in this school in class IX (Nine) His/Her

date of birth according to the school's admission register is 22-04-1977

He/She has/not passed the examination  
for promotion to class X (Ten) and left the School on

31-12-1991

All sums due by him/her has been paid upto Feb. 92

CONDUCT Good

COUNTERSIGNED

ATTENDANCE Regular

28/2/2002  
(A. Rymbail)

Reason for leaving school:— (i)

- (i) Completion of school course
- (ii) Unavoidable circumstances
- (iii) Minor reasons
- (iv) Ill Health

Dated Shillong

the 27/02/2002

Inspector of Schools  
East Khasi Hills District  
Shillong, Meghalaya

S. S. S.  
HEADMASTER

Gorkha H. E. School  
Mawhasiang (Mawdieng dieng)  
Shillong - 793012  
Headmaster  
Gorkha H. E. School  
Mawhasiang, Shillong - 793012

Compared  
C. L. T. 04/03/02  
Attested by:-  
R. N. Comptd. Shillong - 793001  
Postal Civil Sub-Division  
Assistant Engineer  
R. N. Comptd. Shillong - 793001

Certified to be  
true copy  
fixed

Advocate

Class IV SC/ML/6

Department of Posts: India  
O/o The Asstt. Engineer, Postal Civil Sub-Division:  
Shillong.

NO:-SHSD-1/IV/Staff/SH/5951 Dated: 04/05/2001

To,

The Executive Engineer,  
Postal Civil Division,  
Shillong.

Sub:-

Duty chart of Contract Labourer.

Enclosed please find herewith the duty chart of Sri.Bhabesh Saikia (Bolder/Wheelman) engaged through Contract Labour under Postal Civil Division, Shillong for the month of April 2001 for further necessary action at your end please.

Enclo :- As ~~earlier~~ stated  
above.

*Q/B/4  
C3/5/2001*  
Assistant Engineer(a),

Postal Civil Sub Division,  
Shillong.

26  
Contd. Ax. No. 2

DUTY CHART OF SHRI BHABESH SAIKIA ( BELDAR/WHEELMAN )  
ENGAGED THROUGH CONTRACT LABOUR UNDER POSTAL CIVIL SUB-  
DIVISION, SHILLONG FOR THE MONTH OF April, 2001

Reference :- Executive Engineer, Postal civil Division, Shillong's Order No:- 16 (8) 58 /

STAMPED / 16 dt. 16.4.01

DATE	PRES	ABSEN	REMARKS
	(Denoted as "P")	(Denoted as "A")	
01-04-2001	A		
02-04-2001	A		
03-04-2001	A		
04-04-2001	A		
05-04-2001	A		
06-04-2001	A		
07-04-2001	A		
08-04-2001	A		
09-04-2001	A		
10-04-2001	A		
11-04-2001	A		
12-04-2001	A		
13-04-2001	A		
14-04-2001	A		
15-04-2001	A		
16-04-2001	P		
17-04-2001	P		
18-04-2001	P		
19-04-2001	P		
20-04-2001	P		
21-04-2001	P		
22-04-2001	P		
23-04-2001	P		
24-04-2001	P		
25-04-2001	P		
26-04-2001	P		
27-04-2001	P		
28-04-2001	P		
29-04-2001	P		
30-04-2001	P		
31-04-2001			

TOTAL NOS. OF DAYS WORKED : 15 days

At Rs. 122/- / day

Rs. 1830 = 00

*Signature*  
03-05-2001  
Junior Engineer  
Postal Civil Sub-Division, Shillong

Assistant Engineer  
Postal Civil Sub-Division, Shillong  
*Signature*  
03/5/2001

20 - Anx. No. 8/2

DEPARTMENT OF POSTS: INDIA  
O/O THE ASSTT. ENGINEER: POSTAL CIVIL SUB DIVISION:  
SHILLONG

NO: PCSD-SH/54/IV/Staff/1921

Dated: 01/02/2002

To,

The Executive Engineer,  
Postal Civil Division,  
Shillong.

Sub:- Bills for Supplying Labour for working as  
Belder/Wheelman under Postal Civil Division,  
Shillong.

Enclosed please find herewith (three) nos.  
bills received from Sri Boson Chetri, Contractor as  
stated above, for further necessary action at your end  
please.

Enclo:- As stated above.

*Done*  
01-02-2002  
for Assistant Engineer  
Postal Civil Sub Division  
Shillong.

BILL FOR SUPPLYING LABOUR FOR WORKING AS BELDAR/WHEELMAN  
 ENGAGED THROUGH CONTRACT LABOUR UNDER POSTAL CIVIL  
 DIVISION, SHILLONG FOR THE MONTH OF Jan, 2003

Reference :- Executive Engineer, Postal civil Division, Shillong's Order No:-16(8)88/SHP/CD/ 840  
 Dated 27.11.01

Name of labour engaged :- Shri Bhabesh Saikia

To,

The Executive Engineer, Postal Civil Division, Shillong  
 Through :- The Assistant Engineer, Postal Civil Sub-Division, Shillong

Sir,

With reference to your above cited order, I am submitting my bill for the above month for necessary pass and payment as follows -

DATE	PRESENT / ABSENT (Denoted as "P") (Denoted as "A")	REMARKS
01-01-2003	P	Received payment of 12 days of labour
02-01-2003	P	
03-01-2003	P	Received payment of 12 days of labour
04-01-2003	P	
05-01-2003	P	
06-01-2003	P	
07-01-2003	P	
08-01-2003	P	
09-01-2003	P	
10-01-2003	P	
11-01-2003	P	
12-01-2003	P	
13-01-2003	P	
14-01-2003		
15-01-2003		
16-01-2003		
17-01-2003		
18-01-2003		
19-01-2003		
20-01-2003		
21-01-2003		
22-01-2003		
23-01-2003		
24-01-2003		
25-01-2003		
26-01-2003		
27-01-2003		
28-01-2003		
29-01-2003		
30-01-2003		
31-01-2003		

- 10.22 -

Keywords: *Electroactive polymer, Poly(azidomethyl Diisobutylphthalide), Ozone*

aligned, stochastic rule + begegns model to chunk

101

TOTAL NOS. OF DAYS WORKED - 13 days (including 1 day off)

## Geoffrey Chaucer: The Merchant of Venice

Rs. 123.00/-

Witnesse, that I have this day made a full confession of my sins before the Lord, and have received the absolution of my sins from the hands of the Bishop of the Diocese of New York, and have received the Sacrament of the Lord's Supper.

BILL FOR SUPPLYING LABOUR FOR WORKING AS BELDAR/WHEELMAN  
 ENGAGED THROUGH CONTRACT LABOUR UNDER POSTAL CIVIL  
 DIVISION, SHILLONG FOR THE MONTH OF Jan, 2002

Reference :- Executive Engineer, Postal civil Division, Shillong's Work Order No:-37(37)  
 PCD/SH/2001-02/1189 Dated 17-01-02.

Name of labour engaged :- Shri Bhabesh Saikia

To,

The Executive Engineer  
 Postal Civil Division, Shillong

Through :- The Assistant Engineer, Postal Civil Sub-Division, Shillong

Sir,

With reference to your above cited order, I am submitting my bill for the above month for necessary pass and payment as follows -

DATE	PRESENT / ABSENT (Denoted as "P") (Denoted as "A")	REMARKS
01-01-2002		
02-01-2002		
03-01-2002		
04-01-2002		
05-01-2002		
06-01-2002		
07-01-2002		
08-01-2002		
09-01-2002		
10-01-2002		
11-01-2002		
12-01-2002		
13-01-2002		
14-01-2002		
15-01-2002		
16-01-2002		
17-01-2002		
18-01-2002		
19-01-2002		
20-01-2002	P	
21-01-2002	P	
22-01-2002	P	
23-01-2002	P	
24-01-2002	P	
25-01-2002	P	
26-01-2002	P	
27-01-2002	P	
28-01-2002	P	
29-01-2002	P	
30-01-2002	P	
31-01-2002	P	

R&J  
2

TOTAL NOS. OF DAYS WORKED = 12 days.

@ Rs. 123.00 / day = Rs. 1476/-

B. Chetri

(Shri Boson Chetri)  
Contractor

D. Chetri  
01-02-2002

Junior Engineer  
Postal Civil Sub-Division,

Forwarded to Division Office for necessary scrutiny, pass and payment.

D. Chetri  
01-02-2002  
J. Chetri  
Assistant Engineer  
Postal Civil Sub-Division  
Shillong

32  
S. No. 9631  
Date 15.9.97  
A.O.U.

25-

ANX. No. 4

No. 3-5/96-CMP  
GOVERNMENT OF INDIA  
MINISTRY OF COMMUNICATIONS  
DEPARTMENT OF POST

Dated: 10.09.97

To:

All Superintending Engineers (Coordination),

Subject: - Direct Recruitment to the Cadre of Peons for Postal Civil Wing.

In partial modification of this office Memorandum and letter of even number dated 13.9.96 and 17.9.96 respectively, it has now been decided with the approval of the competent authority that all Superintending Engineers (Civil) Coordination of the Postal Civil Wing will recruit Peons through direct recruitment.

2. The following guidelines in addition to the condition as laid down in Recruitment Rules may be taken into consideration for the above purposes:-

(i) Rquisition already sent to Chief Postmasters General/Staff Selection Commission may be withdrawn in writing before calling the candidates for direct recruitment.

(ii) The recruitment will be limited to 50% of the total sanctioned posts less the posts already filled in by optees (for example, if total sanctioned posts are 10 and 3 posts are already filled in, recruitment will be made only to 2 posts).

(iii) (a) For appointment as Peon, preference shall be given to Casual Mazdoors with temporary status and in the event of such selection, the post shall be deemed to have been filled up by direct recruitment.

(iii) (b) Where no suitable Casual Labourers with temporary Status are available recruitment will be made through Employment Exchange.

(iv) Candidates from Employment Exchange are to be called 5 times the number of vacancies.

(v) The letter for calling candidates from Employment Exchange will be sent by Regd. Post with A.D. and Employment Exchange would also be requested to send the reply by Regd. Post only.

Contd. P-2/-

(vi) A target date of one month from the date of issue of the letter is to be fixed by which the panel from the employment exchange will have to be received.

(vii) The method of selecting the candidates will be as follows:-

(a) Total Marks 100.

(b) 80% weightage be given on the total marks obtained by a candidate in Middle Examination passed from recognised school. (for example, if a candidate has obtained 60% marks in Middle School examination, he would be awarded weightage of 48 marks i.e. 80% of 60.)

(c) Weightage of 20% will be given for interview to be held by an interview Board. Interview Board will consist of:-

(i) Superintending Engineer(C) as Chairman.

(ii) Executive Engineer(E) or Architect(P) as Member.

(iii) One of the officers of Group 'A' reserved categories should be inducted in the Board as an additional member, in case none of the officers of the Board belongs to the reserved category.

3. A merit list of the candidates will be prepared in the descending order of merit of totalling the marks obtained by the candidates in the components as discussed above.

4. All Superintending Engineers(C) Coordination will ensure that the recruitment procedure is completed by a fixed target date.

5. Receipts of this letter may be acknowledged to the undersigned positively.

( C. P. SETHURAMAN )  
CHIEF ENGINEER(CIVIL) HEADQUARTERS,  
DEPARTMENT OF POST, DAK BHAVAN,  
NEW DELHI-110001.

Contd. P-3/-

Copy to :-

1. All Chief Postmasters General.
2. Chief Engineer(C), South & East Zone, Deptt. of Post, Bangalore.
3. All Superintending Engineers (Electrical).
4. All Executive Engineers (Civil)/(Electrical).
5. All Senior Architect (Postal).
6. All Architects (Postal).
7. Guard File.

*H.S. Kasotiya* (H.S. Kasotiya)  
SUPERINTENDING ENGINEER(C) HQRS, POSTAL  
DEPARTMENT OF POST, D.N.K. BHAWAN,  
NEW DELHI-110001.

DEPARTMENT OF POSTS :: INDIA ::  
OFFICE OF THE EXECUTIVE ENGINEER :: POSTAL CIVIL DIVISION ::  
SHILLONG - 793001.

No: 16(7)77/SHCD/793

Dated at Shillong the, 24/11/2000

Approval of Superintending Engineer, Postal Civil Circle, Calcutta is hereby conveyed granting the temporary status to Sri Abdul Hannan Barbhuiya, Casual worker of Postal Civil Sub-Division, <sup>(NER)</sup> Silchar with effect from 24.11.2000.

Service of Sri Abdul Hannan Barbhuiya as T.S. casual worker will be regularised under T.S. service Rule.

The appointment of Shri Abdul Hannan Barbhuiya as T.S. casual labour is purely temporary and may be terminated at any time with one month's notice without assigning any reason.

*Executive Engineer,*  
Postal Civil Division,  
Shillong.

Copy to : *By Hand*

1. The Superintending Engineer, Postal Civil Circle, Calcutta with reference to his No:16(38)/96/SE(P)/CAL/1234 dtd.21.11.2000 for information. Name of the candidate has been shown as Abdul Mannan Barbhuiya in his letter under reference. This may kindly be corrected to SHRI ABDUL HANNAN BARBHUIYA.
2. The Assistant Engineer, Postal Civil Sub-Division, <sup>(NER)</sup> Silchar for information and necessary action. he will kindly ensure that all required formalities are observed before giving effect to this orders.
3. The Accounts Officer, Postal Civil Division, Shillong for information and necessary action.
4. Shri Abdul Hannan Barbhuiya, Casual worker, Postal Civil Sub-Divn (NER) Silchar.

*Executive Engineer,*  
Postal Civil Division,  
Shillong.

Original Application No. 87 of 2002

Date of Order: This the 8th Day of November 2002.

HON'BLE MR.JUSTICE D.N.CHOUDHURY, VICE-CHAIRMAN

1. Sri Bhabesh Saikia,  
Son of Suren Saikia,  
Resident of Oakland,  
(P&T colony),  
P.O: Oakland, Shillong.

Presently working as Belder/Whealman,  
through Contract Labour under Postal Civil Division,  
Shillong, Meghalaya, Applicant:

By Advocate Mr. I-Hussain, Mrs. S.Seal.

-Vs-

1. The Union of India,  
represented by the Secretary to the Govt. of India,  
Ministry of Communication, Department of Posts,  
New Delhi-110001.

2. The Chief Post Master, General, N.E.Circle,  
Shillong-793001.

3. The Superintendent Engineer,  
Postal Civil Circle,  
Yogayog Bhaban,  
Kolkata-700012.

4. The Executive Engineer,  
Postal Civil Division,  
Shillong-793001.

5. The Assistant Engineer, Postal Civil Sub Division,  
Shillong, Meghalaya.

Respondents.

By Advocate Mr. A Deb Roy, Sr.C.G.S.C.

### Q U E R Y

D.N.CHOUDHURY, V.C. (J):

By this application the applicant has sought for direction from the Respondents for absorbing him in suitable post under the Respondents. The applicant claimed to have worked under the Respondents as on daily wage

contd/-

basis with effect from 16th April, 2001. The applicant was engaged through contract labour. The applicant claimed for his regular absorption or for conferment of temporary status under the Respondents. On the strength of the required service rendered for the department. The Respondents in its written statement contested the claim of the applicant and also stated that since the applicant was working as Contract labour, the applicant is/was not entitled for conferment of temporary status.

2. We have heard Mr. I. Hussain learned counsel appearing on behalf of the applicant and Mr. A. Deb Roy, Sr.C.G.S.C. for the Respondents at length. From the materials on records it is difficult for the Tribunal to issue directions on the respondents to grant temporary status to the applicant. The applicant is/was not engaged by the Government department even as Casual Mazdoor, the applicant was engaged as contract labour. For the fitness of things however, I am of the view that the authority need to consider the case of the applicant sympathetically, taking into consideration the services so far rendered against any future vacancy. Mr. A. Deb Roy, Sr.C.G.S.C. also stated that the matter may be left to the department to consider the case of the applicant, in the circumstances for engagement under the department directly against any future vacancy in accordance with the Establishment. In the facts and circumstances of the case I am of the opinion that ends of justice will be met if a direction is issued on the applicant to submit a representation before the authority narrating all the facts and if such representation is preferred, the authority should consider the same sympathetically against any

contd/-

future vacancy as per the norms, keeping in the services services rendered by the applicant.

3. Subject to the observations made above the application is disposed of. There shall however, no order as to costs.

sd/ VICE CHAIRMAN

LM

Certified to be true (C.P.)  
প্রমাণিত পরিপন্থ  
15/11/02  
Section Officer (I)  
C.A.T. GUWARI BANCH  
Guwahati-781005

16/11/2002

TO  
 THE EXECUTIVE ENGINEER  
 POSTAL CIVIL DIVISION  
 SHILLONG---793001

Dated Shillong the 15<sup>th</sup> Nov. 2002

Sub:----Prayer for regularisation of casual labour.

Sir,

With due respect I would like to state the following for your kind consideration and sympathetic order.

That sir, I was serving as contract labour since 16.4.2001 under you and continuing as such till date. I filed O.A. No. 87/2002 in Central Administrative Tribunal for regularisation of my service. Hon'ble Tribunal was pleased to admit my application and passed final order on 8.11.2002 directing the respondents to consider me for regularisation in any Grade-IV post against any available vacancy.

That sir, as to my information, under you two grade-IV posts are lying vacant, one due to promotion of Sri Vicky Singh,(Office Peon), Postal Civil Division and another is Office Chowkidar in Postal Civil Sub Division, Shillong.

That sir, my regularisation could be considered by your excellent self against any of these available posts as per the Hon'ble Tribunal's Order.

That sir, now again I fervently request you to consider my case and regularise my service for which act of your kind consideration, I shall remain ever grateful to you.

Thanking you,  
 Yours faithfully

(SRI BHABESH SAIKIA)  
 S/o Sri Suren Saikia  
 Postal Civil Division  
 Shillong

Copy to:-

1. The Chief Postmaster General, NE Circle, Shillong, 793001
2. The Superintending Engineer, Postal Civil Circle, Yogayog Bhawan, Kolkata, 700012

Anx. No. 8

DEPARTMENT OF POSTS  
OFFICE OF THE SUPERINTENDING ENGINEER  
POSTAL CIVIL CIRCLE  
KOLKATA

OFFICE ORDER

On the basis of the result of Departmental Examination and as recommended by the Departmental Promotion Committee, the following Peon (Gr. D) are hereby promoted to the post of Works Clerk Gr. II in the scale of Rs. 3,050-75-3,950-80-4590/- with effect from the date they join their new assignment on promotion. The names are indicated in order of merit and they are posted in the offices shown below: -

Sl. No.	Name	From	To	Remarks
1.	Shri Tarak Chandra Maji	PCC, Kolkata	PCD-I, Kol (A/cs. Sec.)	In the existing vacancy
2.	Shri Dulal Biswas	PCC, Kolkata	PCD, Kol. (Corrs. Sec.)	- do -
3.	Shri Ananta Kumar Pal	PCSD, Burdwan under PCD-II, Kolkata	PCD-II, Kol (A/cs. Sec.)	- do -
4.	Shri Samar Kumar Modak	PCD-II, Kolkata	PCSD, Shillong	- do -
5.	Shri Madhab Ch. Ghosh	PCSD-III, Kolkata under PCD-II, Kolkata	PCD, Shillong (A/cs. Sec.)	- do -
6.	Shri Santi Ranjan Mandi	PCSD, Siliguri under PCD-II Kolkata	PCSD, Siliguri under PCD-II Kolkata	- do -
	Shri Vicki Singh	PCD, Shillong	PCD, Shillong (Corrs. Sec.)	- do -

Superintending Engineer  
Postal Civil Circle  
Kolkata

Contd. ....12

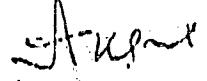
: 2 :

No. 21(4)96/SE(P)/Kol/ 1255

Dated : 2 /11/02

Copy to :-

- 1-2) The Chief Postmaster General, W.B. Circle, Kolkata / N.E. Circle, Shillong.
- 3) The Chief Engineer(C), Postal South & East Zone, Bangalore.
- 4) The Superintending Engineer(C), HQ, Postal Directorate, New Delhi.
- 5) The Executive Engineer, Postal Civil Divn.-III, Kolkata / Shillong / Guwahati / Electrical Division, Kolkata. The officials may be released immediately to join their new assignment.
- 6-13) The Assistant Engineer, Postal Civil Sub-Divn. III, Kolkata / Siliguri / Shillong / Burdwan.
- 14) The Director of Accounts (P), Kolkata.
- 15-21) The officials concerned.

  
Superintending Engineer

DEPARTMENT OF POST :: INDIA  
OFFICE OF THE EXECUTIVE ENGINEER :: POSTAL CIVIL DIVISION ::  
SHILLONG - 793 001  
No.16(20)2001/SHCD/1918      Dated at Shillong the 7.1.03

To,

Shri A.K. Ganguly,  
Superintending Engineer,  
Postal Civil Circle,  
Yogyog Bhavan (4<sup>th</sup> Floor),  
Kolkata - 700012.

Sub : Request for regularisation of casual/contract labour Case  
of Sri Bhabesh Saikia.

Ref: Your No.16(31)02/SE(P)/EOL/1341 dtd. 28.11.2002

As desired by you alongwith the above cited letter,  
detailed report is furnished below :-

- 1) Regulating water supply in Postal colonies at Shillong viz. at Banasree and Oakland is being executed by contractor engaged by department time to time as required on contract basis as the service is essential since the original supply is from Telecom/BSNL authority. Shri B. Saikia is one of such staff engaged by the agency for Oakland P & T Colony.
- 2) Working for long time, Shri B. Saikia has filed the Case O.A. No.87 of 2002 in CAT Guwahati for regular absorption of for conferment temporary status by the department.
- 3) The case was defended by the department i.e. by the Postal Civil Division, Shillong through Shri Arunesh Deb Roy Sr. Central Govt. Standing Counsel, CAT Guwahati and the

-2-

Judgment was pronounced by Vice Chairman CAT Guwahati on 8.11.02 (copy enclosed for ready reference).

It can be seen from the judgment that Vice Chairman CAT Guwahati has given direction to the Respondent/department that it is difficult for the Tribunal to grant temporary status to the applicant as the applicant is not engaged by the department even as the casual mazdoors. He also gave the direction that applicant's case may be sympathetically considered by the department for regularisation. Keeping in view the service rendered by him against any future vacancy.

4) In this office letter No.12(4)02/SHPCED/957 dt.29.10.02 you have already been requested by this office that considering the acute shortage of Group 'D' staff in Postal Civil Division, Shillong, it is very much essential to post 2(two) Nos. Group 'D'. One in the post of office peon and other in the capacity of office chowkidar prior to give effect of promotion order which have already been issued by you and implemented. It is very relevant to mention that consequent upon the promotion of Shri Vicky Singh Group 'D' to WC Gr-II, both the posts are lying vacant creating immense problem in day-to-day functioning of this division.

Clubbing all the above, I would request you to regularise and give the appointment to Shri B. Saikia against any of the vacant post which will cater immediate requirement of Group 'D'

staff by which the judgment of CAT, Guwahati will also be honoured.

I am also requesting CPMG, N.E. Circle, Shillong on the same line in response to their letter No. Staff/13-37/2000 dt. 10<sup>th</sup> December, 2002.

Hope that, the cause of Shri B. Saikia will be considered by you sympathetically in the light of above and do the needful for his regularisation/appointment.

Enclo :- One Judgment of CAT/Guwahati in 2 pages.

Executive Engineer  
Postal Division  
Shillong.

Copy to :-

1. Shri P.K. Chatterjee, CPMG, N.E. Circle, Shillong w.r.t. his above cited letter dtd. 10<sup>th</sup> December, 2002. As this office is facing acute shortage of Group 'C' and Group 'D' staff, it is very much essential to sympathetically consider his case which will also honour the judgment pronounced by CAT Guwahati dtd. 8.11.02 in O.A. Case No.87 of 2002. It is further requested that you can give your comments to SE, PCC, Kolkata in the line of regularisation/appointment considering the present staff position of this division and merit of the case.

Enclo : One Judgment of CAT Guwahati dt. 8.11.02.

2. The Assistant Director (Vigilance) O/o the CPMG, N.E. Circle, Shillong for information and necessary action please.

Enclo : One copy of Judgment of CAT/Guwahati dt.8.11.02.

Sd/- illegible

7.1.03

Executive Engineer  
Postal Division  
Shillong

Annexure No. 10

(National Emblem)

India Post

R.K. Gangopadhyay,  
Executive Engineer ©

Postal Civil Division,  
Shillong.

D.O. No. 16(20)2001/SHCD/

Dated

Dear Shri Gangopadhyay,

I am writing this letter to you in connection with the request of regularisation of casual/contract labour for the case of Sri B. Saikia in this connection I am enclosing herewith a copy of letter received from CPMG, N.E. Circle, Shillong bearing No. Staff/13-37/2000 dated 11.04.03 which is self explanatory.

In view of the above, I would request you to issue appointment offer in favour of Sri B. Saikia against 4 Nos. posts of group 'D' in your Circle already cleared by the Screening Committee.

Considering the immense problem as already explained to you time to time in day to day functioning, appointment offer may please be given in favour of Shri B. Saikia either in the post of office chowkidar or in the post of office paon. Both of these are essentially required due to the present situation.

An early measure may please be taken from your end to end the present .... situation being faced by this division.

With deep regards,

Yours Sincerely,

Sd/- Illegible  
17.4.03

R.K. Gangopadhyay,  
Executive Engineer ©  
Postal Civil Division,  
Shillong.

Enclo : As abovenamed;

To,

Shri A.K. Gangopadhyay,  
Superintending Engineer,  
Postal Civil Circle,  
Yogayog Bhavan (4<sup>th</sup> Floor),  
Kolkata - 700 012

Copy to :-

1. Sri P.K. Chatterjee, Chief Postmaster General, N.E. Circle, Shillong. This is with reference to his above cited letter.

R.K. Gangopadhyay,  
Executive Engineer ©  
Postal Civil Division,  
Shillong.

ANNEXURE B

R.K.Gangopadhyay  
Executive Engineer(C)  
No. 16(20)2001/SHCD/136

Dated 3.5.2003.

Dear Shri Chatterjee -

I am writing this letter to you in connection with the request of regularisation of casual/contract labour for the case of Sri B.Saikia. In this connection please recall our earlier discussion in presence of AD9 Staff) Sri B.R.Halder. Accordingly letter was issued vide this office Letter No.16(20)2001/SHCD/2263 dtd 25.3.03, reply of which was also received vide your No Staff/13-37/2001 dtd 11.4.03. It is presumed that the above letter was issued under your directive only. This office accordingly reached and sent a D.O. letter to Sri A.K. Gangopadhyaya SE,PCC Kolkata vide Do. No.16(20)2001/SHCD/82 dtd 21.4.03 to issue necessary appointment offer in favour of Sri B. Saikia against 4 Nos. of post of Group 'D' in Postal Civil Circle, Kolkata for which clearance by the Screening committee has already been received. During my last tour to Kolkata, the matter was also discussed with SE,PCC, Kolkata and considering the urgency he was kind enough to issue the appointment offer in favour of Sri B.Saikia since concurrence has already been given by you.

Now, I am in receipt of another letter from your end bearing No. Staff/13-37/2000 dtd 1.05.03 which is not only confusing but misleading since

Contd...  
46

-2-

SE,PCC, Kolkata is empowered for transfer/posting and recruitment of Group 'C' and 'D' category staff within his circle question of diversion of one post to your circle does not arise which can be cleared up from his end only. As the concurrence has already been given by you vide your letter dt 11.4.03. Therefore, I request SE,PCC Kolkata to ignore this letter and take necessary positive measure for the issue of appointment in favour of Sri B.Saikia against 4 Nos of group 'D' post lying in this circle for which clearance has already been obtained from the screening committee.

This is for your kind information please.

With deep regards.

To,

Youss sincerely,

Sri P.K. Chatter,  
Chief Postmaster General  
N.E.Circle  
Shillong.

(R.K.Gangopadhyaya)  
Executive Engineer,  
Postal Civil Division  
Shillong.

Copy to :-

1. Sri A.K Gangopadhyay, Superintending Engineer, Postal Civil Circle, Kolkata. Considering the immense problem as already explained to you time to time in day today functioning appointment after may please be given in favour of Sri B.Saikia either in the post of Office Peon as both of these are essentially required due to the present situation. An early measure may please be taken from your end so that the present crisis being faced by this division can be overcome.

S /-R.K.Gangopadhyay)  
Executive Engineer,  
Postal Civil Divn.  
Shillong.

--22--41

ANX. NO. 12

DEPARTMENT OF POST :: INDIA ::  
OFFICE OF THE EXECUTIVE ENGINEER :: POSTAL  
CIVIL DIVISION ::  
SHILLONG - 793001.

No: 16(20)/2001/SHCD/ 392

Dated at Shillong the, 25.6.03.

To

Sri Bhabesh Saikia  
S/o Suren Saikia  
C/o Postal Civil Sub-Division  
Shillong.

Sub : Prayer for regularisation of casual/contract labour.

Ref : Your Application No. NIL dtd. 20.11.02 addressed to SE, PCC, Kolkata and copy endorsed to this office and others.

This is to intimate you that your request can not be acceded to at this moment since there is no clear cut vacancy for group 'D' post. However, your case may be considered when such potentiality will be cropped up. This is as per CAT, Guwahati Bench's order dt. 08.11.02.

25.6.03  
(R.K.GANGOPADHYAY)  
Executive Engineer  
Postal Civil Division,  
Shillong.

ANNEXURE-13

DEPARTMENT OF POST :: INDIA ::  
 OFFICE OF THE EXECUTIVE ENGINEER :: POSTAL CIVIL DIVISION:  
 SHILLONG -793001.

No.16(20)/2001/SHCD/

Dated at Shillong the,

To,

The Chief Postmaster General  
 N.E.Circle,  
 Shillong-793001.

Sub : Request for regularisation of casual/contract  
 labour -Case of Sri Bhabesh Sailda.

Ref : Your letter No. Staff/13-37/2000 dtd 18.7.03.

As communicated vide your letter No. : Staff/  
 125/1/2001 dt 28.7.03 it is gathered that Annual  
 Direct Recruitment plan for the year 2003 has  
 already been submitted to postal Directorate, New  
 Delhi for getting clearance of vacant post by the  
 Screening Committee. In case some post are cleared by  
 the Screening Committee, New Delhi, one post of group  
 'D' may please be diverted to SE, PCC, Kolkata for  
 regularisation of the above case.

As this office is shortage of group 'D' staff  
 quite a good number which was intimated to you time to  
 time by various statement, it is pertinent to fill up  
 the post for day to day routine work of this division.

This is for your information and further necessary  
 action please.

Sd/-Illegible,  
 8.1.

Executive Engineer,  
 Postal Civil Division,  
 Shillong.

Copy to :-

1. The Superintending Engineer, Postal Civil Circle,  
 Kolkata for information & necessary action.

Sd/-Illegible,  
 8.1.04,  
 Executive Engineer,  
 Postal Civil Division  
 Shillong.

## (1999) 3 Supreme Court Cases 601

(BEFORE S.B. MAJMUDEE AND U.C. BANERJEE, JJ.)

PARTY, H.S.E.B.

Appellant;

Versus

S. C. H.S.E.B. AND OTHERS

Respondents.

Decals Nos. 11335-11359 of 1995<sup>†</sup> with Nos. 10863, 10541 of 1996 and Petitions Nos. 403-427 of 1998 in CAs Nos. 11335-11359 of 1995, decided on March 30, 1999

**Labour Law — Absorption — Claim to, by contract labour engaged in bogus contract — Grant of relief without resort to S. 10, Contract (Regulation and Abolition) Act — Legality — Haryana State Electricity Board (or short 'the Board'), being a licensee under Electricity Act and Electricity (Supply) Act, supplying power throughout the State through its plants and stations — In order to keep such plants and stations clean, awarding contracts to contractors — Under such a contract, one of contractors was required to engage a certain minimum number of Safai Karamcharis for cleaning the Main Plant Building at Panipat for a period of 240 days — Services of Safai Karamcharis so engaged, terminated after they worked for more than 240 days in the said establishment under the direction and administration of the Board — Relief — On facts the contractor found only to be a name lender and that there was no genuine relation with him — In such circumstances, High Court rightly lifted the veil of the said Safai Karamcharis to be employees of the Board and entitled to reinstatement without resort to S. 10 of Contract Labour (Regulation and Abolition) Act — Contract Labour (Regulation and Abolition) Act, 1970, S. 10 — Applicability — Industrial Disputes Act, 1947, Ss. 2(s) & 10 — Interpretation, entitlement to — Contract Labour (Regulation and Abolition) Act, 1970 — Preamble — Expression "regulation" — Held, means regulation in public interest and not contra public interest — Constitution of India, Art. 12 — Electricity — Electricity Act, 1910, S. 2(h) — Electricity (Supply) Act, 1948, 1950 — Words and phrases — "Regulation"**

**Labour Law — Employer-employee relationship — Employee of the Board or contract labour — Determination of — Applicability of "lifting of the veil" — On facts, Safai Karamcharis engaged through a called contractor for keeping the Main Plant Building of Haryana State Electricity Board at Panipat clean, held, were employees of the Board — Contract Labour (Regulation and Abolition) Act, 1970, Ss. 10, 7 and 12 — Industrial Disputes Act, 1947, Ss. 2(s) & 10 — Doctrines — Lifting of the veil — Lifting of, to determine employer-employee relationship**

**Interpretation of Statutes — Basic rules — Beneficent construction — Welfare legislation — Courts must decide in the interest of the public — Guided by principles of justice, equity and good conscience — Beneficent construction applied in the context of regulation and abolition of contract labour**

<sup>†</sup> In the Judgment and Order dated 24-1-1995 of the Punjab and Haryana High Court in S. C. H.S.E.B. v. Suresh, Nos. 16033-16040, 16042, 16101, 14894-98, 14171, 17011-17014, 14457-60 and 14458-60, decided on March 30, 1995.

The appellant Haryana State Electricity Board (hereinafter "the Board") is a statutory Board. It is a licensee within the meaning of Electricity Act, 1976 and Electricity (Supply) Act, 1948. It supplies power throughout the State of Haryana through its various plants and stations. In order to keep the plants and stations clean and hygienic, it awarded contracts to contractors. One such contract was awarded to K for cleaning, sweeping and removing garbage from the Main Plant at Panipat for a payment of a certain amount per month with a stipulation to employ a minimum of 42 Safai Karamcharis for a year. After completion of more than 100 working days in the year, services of these Safai Karamcharis were terminated. K raised an industrial dispute for permanent abdication in the employment of the Board on the ground of completion of the said length of service. The question is whether these Safai Karamcharis were employees of the Board. Both the Labour Court and the High Court answered in the affirmative and directed reinstatement of the respondent Safai Karamcharis with continuity of service, albeit without wages. It was found that the Board exercised supervision over the attendance of Safai Karamcharis and maintained record of other statutory duties and liabilities. Documents on record showed that overall control of the working of the contract labour including administrative control was with the Board. It was found by the Labour Court, as confirmed by the High Court on applying the doctrine of *mens rea*, that K was merely a name lender, a broker or agent of the Board for procuring labour for the Board from the open market. There was no proof of K being even a licensed contractor. In such circumstances, the Supreme Court dismissed the Board's appeal, the Supreme Court.

Held:

Although the doctrine of "lifting of the veil", as enunciated in *Salomon*, came to be recognised in the corporate jurisprudence but its applicability in the present context cannot be doubted, since the law court invariably has to rise to the occasion to do justice between the parties in a manner as it deems fit.

*Salomon v. Salomon & Co. Ltd.*, 1897 AC 22, HL, referred to

The draconian concept of law is no longer available for the ~~purposes~~ interpreting a social and beneficial piece of legislation specially on the ~~wake~~ new millennium. The democratic polity ought to survive with full vigour: ~~so~~ status as enshrined in the Constitution ought to be given its full play and it is perspective the question arises — is it permissible in the new millennium to the cry of the labour force desirous of absorption after working for more days in an establishment and having their workings supervised and administered an agency within the meaning of Article 12 of the Constitution — the answer possibly be in the affirmative — the law courts exist for the society and in the law courts feel the requirement in accordance with principles of justice, equity, good conscience, the law courts ought to rise up to the occasion to meet and the expectation of the people. The expression "regulation" cannot possibly be contra public interest but in the interest of the public.

*Dena Nath v. National Fertilisers Ltd.*, (1992) 1 SCC 695 : 1992 SCC (L&S) (1991) 4 SC 413, held no longer good law

*Gujarat Electricity Board v. Hind Mazdoor Sabha*, (1995) 5 SCC 27 : 1995 SCC 1166 ; JT (1995) 4 SC 264; *Air India Statutory Corp. v. United Labour Union*, SCC 311 : 1997 SCC (L&S) 1344 : JT (1996) 11 SC 109, 170, relied on

*Hussainbadi v. Alath Factory Thezhilali Union*, (1978) 4 SCC 257 : 1978 SCC 506 : 1978 Lab IC 1264; *Mangalore Ganesh Beedi Works v. Union of India*, (1974) 4 SCC 43 : 1974 SCC (L&S) 205 : (1974) 1 I.L.J. 367 : AIR 1974 SC 1832, referred.

the Supreme Court upheld the relief of reinstatement granted to the Safai Kharis by the High Court. (Para 22))

Interpretation of Statutes — Particular Statutes — Contract Labour (Regulation and Abolition) Act, 1970 — Held, ought to be read and interpreted in a manner by which social and economic justice may be achieved and the constitutional directives be given a full play — Constitution of India; Preamble, 14 and 39(a) — Labour Law — Contract Labour (Regulation and Abolition) Act, 1970

Interpretation of Statutes — Beneficial legislation — Contract Labour (Regulation and Abolition) Act, 1970 — Words used in, held, should be given widest possible interpretation — Labour Law — Contract Labour (Regulation and Abolition) Act, 1970 — Interpretation of Labour Law — Contract Labour (Regulation and Abolition) Act, 1970 — Restated.

10 — Nature of establishment in which contract labour can be abolished  
such establishments, held, are only those of a perennial nature and not those  
of seasonal working.

the doctrine of equality as enshrined in the Constitution promised an egalitarian and the Contract Labour (Regulation and Abolition) Act, 1970 is the effect of such a constitutional mandate having its due focus in that five. The Supreme Court has interpreted the equality clause so as to mean people of the country ought to be secured of socio-economic justice by way of Fundamental Rights and Directive Principles of State Policy. Socialism of to be treated as a mere concept or an ideal, but the same ought to be in every sphere of life. India is a Socialist State as the Preamble depicts and of socialism, therefore, ought to be to distribute the common richness and of the country in such a way so as to subserve the need and, the ent of the common man. Article 39 is a pointer in that direction. Therefore, Contract Labour (Regulation and Abolition) Act, 1970 ought to be read and so that, social and economic justice may be achieved and, the onal directive be given a full play. (Paras 3 and 10)

*na Mills Ltd. v. Union of India*, (1980) 3 SCC 625 : AIR 1980 SC 1789; *D.S. Nakara v. Union of India*, (1983) 1 SCC 305 : 1983 SCC (I & S) 145 : AIR 1983-SC 130, relied on.

the Contract Labour (Regulation and Abolition) Act being a beneficial piece of legislation as engrafted in the statute-book, ought to receive the widest possible

interpretation in regard to the words used and unless words are taken to the maximum amplitude, it would be a violent injustice to the framers of the law.

The Act subserves a twin purpose:

- (i) to abolish the contract labour; and
- (ii) to regulate the working conditions of contract labour wherever employment is required in the interest of the industry. (Part 10)

However, in the event the contract labour is employed in an establishment of seasonal working, the question of abolition would not arise but in the event of same being perennial in nature, the legislature is candid enough to record abolition since involvement of the contractor may have its social evil of exploitation and thus the contractor ought to go out of the scene bringing together the principal employer and the contract labourers rendering the employment direct, and resultantly a direct employee. (Part 11)

*Air India Statutory Corp. v. United Labour Union*, (1997) 9 SCC 377 : 1997 SCC (L&S) 1344 : JT (1996) 11 SC 109, 170, followed

H. Constitution of India — Art. 226 — Questions of fact — Scope of interference with — Unless the finding of fact (in this case, regarding the control of Haryana State Electricity Board over the working of the contract labour) given by the Labour Court was otherwise perverse or suffering from error apparent on the face of the record, held, could not be interfered with exercise of High Court's powers under Art. 226 — Practice and procedure. Questions of fact. (Part 12)

*R.K. Panda v. Steel Authority of India*, (1994) 5 SCC 304 : 1994 SCC (L&S) 1344 : JT (1994) 11 SC 109, referred to

I. Constitution of India — Art. 136 — Practice and procedure — Additional evidence — Opportunity to file documentary evidence that appellant Haryana State Electricity Board had applied for registration of its establishment. Grant of — Permissibility — Such opportunity, where the same was not sought before Labour Court nor before High Court, although is not granted in normal circumstances particularly at the stage of hearing, granted in view of special facts — However, the opportunity not utilised by the applicant. Labour Law — Contract Labour (Regulation and Abolition) Act, 1970, & Practice and procedure — Additional evidence — Filing of, before Supreme Court in appeal — Permissibility. (Part 13)

Appeals dismissed.

Advocates who appeared in this case:

Suman Balra, Ms. Asha Bharmula, Ms. Nandini Gore and Ashok Kr. Mehta, Advocates, for the Appellant;

Manoj Swarup, Advocate, for the Respondents.

*Chronological list of cases cited*

1. (1997) 9 SCC 377 : 1997 SCC (L&S) 1344 : JT (1996) 11 SC 109, 170, *Air India Statutory Corp. v. United Labour Union* 609, 612, 613a, 613b
2. (1995) 5 SCC 273 : 1995 SCC (L&S) 1166 : JT (1995) 4 SC 264, *Gujarat Electricity Board v. Hind Mazdoor Sabha*
3. (1994) 5 SCC 304 : 1994 SCC (L&S) 1978, *R.K. Panda v. Steel Authority of India*
4. (1992) 1 SCC 695 : 1992 SCC (L&S) 349 : JT (1991) 4 SC 413, *Dena Nath v. National Fertilisers Ltd.*

(1983) 1 SCC 305 : 1983 SCC (L&S)

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1832, *Mangalore Ganesh*

1871 AC 22, *H.L. Saloman v. Salom*

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GANERJEE, J.— The doctrine c

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1 SC 413, Dena Nath

(3) 1 SCC 305 : 1983 SCC (L&S) 145 : AIR 1983 SC 130, D.S. Nakara v. Union of India

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(3) 3 SCC 625 : AIR 1980 SC 1789, Minerva Mills Ltd. v. Union of India

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(7) 4 SCC 257 : 1978 SCC (L&S) 506 : 1978 Lab IC 1264, Hussainbhai v. Alath Factory Thezhilali Union

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(14) 4 SCC 43 : 1974 SCC (L&S) 205 : (1974) 1 LLJ 367 : AIR 1974 SC 1832, Mangalore Ganesh Beedi Works v. Union of India

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MAC 22, HL, Salonian v. Saloman & Co. Ltd.

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judgment of the Court was delivered by

BANERJEE, J.— The doctrine of equality as enshrined in the Constitution

an egalitarian society and the Contract Labour (Regulation & Abolition) Act, 1970 is the resultant effect of such a constitutional mandate

its due focus in that perspective. This Court in *Minerva Mills case*<sup>1</sup> in

certain terms laid down that the equality clause in the Constitution

not speak of mere formal equality before the law but embodies the

of real and substantive equality which strikes at the inequalities

on account of vast social and economic differentiation and is thus

an essential ingredient of social and economic justice. In short,

court has equated the security clause in the Constitution so as to mean

people of the country ought to be secured of socio-economic justice

of a fusion of Fundamental Rights and Directive Principles of State

As a matter of fact this Court has been candid enough on more

than one and rather frequently to note that socialism ought not to

as a mere concept or an ideal, but the same ought to be practised

sphere of life and be treated by the law courts as a constitutional

since the law courts exist for the society and are required to act as

angels of the society. As a matter of fact the socialistic concept of

is very well laid in Part III and Part IV of the Constitution and the

being supreme, it is a bounden duty of the law courts to give

and offer reality to such a concept.

In this context reference to the Constitution Bench decision of this

*Nakara case* (D.S. Nakara v. Union of India)<sup>2</sup> seems to be rather

This Court stated that democratic socialism aims to end poverty,

ence, disease and inequality of opportunity. The primary impact of

ism as a matter of fact is to offer and provide security of life so that the

of the country may have two square meals a day, and maintenance of

imum standard of life, it is expected, would lead to the abridgement of

between the haves and the have nots. The feudal exploitation and

concept of law ought not to outweigh the basic structure of the

ution or its socialistic status.

Ours is a Socialist State as the Preamble depicts and the aim of

ism, therefore, ought to be to distribute the common richness and the

of the country in such a way so as to subserve the need and the

Minerva Mills Ltd. v. Union of India, (1980) 3 SCC 625 : AIR 1980 SC 1789

(3) 1 SCC 305 : 1983 SCC (L&S) 145 : AIR 1983 SC 130

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requirement of the common man. Article 39 is a pointer in that direction. Each clause under the article specifically fixes a certain social and economic goal so as to expand the horizon of benefits to be accrued to the general public at large. In particular reference to Article 39(a) it is seen that the State ought to direct its policies in such a manner so that the citizens — men and women equally, have the right of an adequate means of livelihood and in this perspective again that the enactment in the statute-book as mentioned above (the Contract Labour (Regulation & Abolition) Act, 1970) ought to be read and interpreted so that social and economic justice may be achieved. The constitutional directive be given a full play.

4. Having noticed the broad features as above, be it noted these arise by special leave arise from the order of the Division Bench of the High Court of Punjab & Haryana at Chandigarh.

5. The contextual facts depict that the Haryana State Electricity Board (hereinafter referred to as "the appellant-Board") is a statutory Board, one of its primary functions being the supply of power to urban and rural areas in the State of Haryana through its various plants and stations.

6. In order to keep the said plants and stations clean and hygienic, the appellant-Board, upon tenders being floated, awards contracts to contractors who undertake the work of keeping the same clean and hygienic. One contract was awarded to one Kashmir Singh, for "proper, complete and hygienic cleaning, sweeping and removal of garbage from the Main Building" at Panipat, at the rate of Rs 33,000 per month with a stipulation to engage minimum 42 Safai Karamcharis with effect from 15-5-1987 for a period of one year and in terms therewith the contractor took over the work and performed the said work through the above-stated Safai Karamcharis.

7. Subsequently, by reason however of a dispute raised by the Safai Karamcharis, as regards their entitlement to be absorbed permanently on completion of 240 days in the year with the Board, the matters were referred to the Conciliation Officer, Panipat culminating however in an order of reference by the State Government on 27-12-1988 to the Labour Court, Ambala which was subsequently transferred to Panipat. On the factual score, it appears that the Labour Court upon consideration of the facts and the evidence taken on record passed the impugned award, *inter alia*, recording therein that the workmen are otherwise entitled to reinstatement with continuity of service along with 10% back wages which shall revert to the order of the Labour Court for further consideration. Hereafter, but to complete the basic factual backdrop in the matter it ought to be noted that as against the order of the Labour Court, the appellant filed 37 writ petitions in the High Court of Punjab and Haryana, which however, disposed of by a common judgment and order dated 24-1-1991, *inter alia*, recording that there existed a relationship of employment between the workmen between the appellant-Board and the respondents and by *re* wherefore, the High Court directed reinstatement of the respondents with continuity of service though, however, without back wages. While

these matters the *Entitlement* of this Court *Union*<sup>3</sup> wherein the

"3. Who is employed?" question raised here by the High Court, we give an answer entered into agreement between respondent-Union and employer-employee via Workmen.

4. This argument is based on the *right to work and claw' and under the Law. But the human rights and industrial jurisprudence* branch of Third World Preamble to the Constitution relied on British and American law which is not decisive and the relationship is different. The rule of law which in conditions of poverty, *Raw* society competitive market economy law when the *work* through classical law of contract exploitative situations error in its holding.

5. The true test in *worker or group of workers* these goods or services in fact, the employer, subsistence, skill, and *choke off*, the *work* intermediate contractor or direct relationship, the *veil of looking glass* we discern the naked arrangement that the immediate contractor, legal form depending on industry, the local

39 is a pointer in that direction. It recognises a certain social and economic right to be accrued to the ~~people~~ <sup>citizens</sup> under Article 39(a) it is seen that the ~~State~~ <sup>State</sup> so that the citizens — men and women — means of livelihood and it is in the statute-book as ~~law~~ <sup>law</sup> Abolition) Act, 1970] ought to be ~~so~~ <sup>so</sup> economic justice may be achieved ~~and~~ <sup>and</sup> ~~by~~ <sup>by</sup>.

above, be it noted these appear in the Division Bench of the

Haryana State Electricity Board ("the Board") is a statutory Board with a wide range of power to urban and rural areas. It has various plants and stations.

stations clean and hygienic. The Board awards contracts to contractors to make clean and hygienic. One such contractor, for "proper, complete and prompt removal of garbage from the Main Pahipat" was paid Rs. 100/- per month with a stipulation that effect from 15-5-1987 the contractor took over the ~~work~~ <sup>work</sup> stated Safai Karamcharis. A dispute raised by the ~~State~~ <sup>State</sup> to be absorbed permanently by the Board, the matters were referred to the Labour Commission in an order dated 12-1988 to the Labour Commission to Pahipat. On the hearing of the matter upon consideration of the impugned award, it was otherwise entitled to 10% back wages. No further consideration should drop in the matter it ought to be. Our Court, the appellant in this case and Haryana, which was at and order dated 24-1-1978, relationship of employer and the respondents and by payment of the respondents their back wages. While dealing

with these matters the High Court did place strong reliance on the decision of this Court in the case of *Hussainbhai v. Alath Factory and Union*<sup>3</sup> wherein this Court observed: (SCC p. 259, paras 3-5)

"3. Who is employee, in labour law? That is the short, diehard question raised here but covered by this Court's earlier decisions. Like the High Court, we give short shrift to the contention that the petitioner entered into agreements with intermediate contractors who had hired the respondent-Union's intermediate workmen and so no direct employer-employee *vinculum juris* existed between the petitioner and the workmen.

4. This argument is impeccable in *laissez faire* economics 'red in tooth and claw' and under the Contract Act rooted in English Common

law. But the human gap of a century yawns between this strict doctrine of industrial jurisprudence. The source and strength of the industrial branch of Third World Jurisprudence is social justice proclaimed in the preamble to the Constitution. This Court in *Ganesh Beedi case*<sup>4</sup> has relied on British and American rulings to hold that mere contracts are not decisive and the complex of considerations relevant to the relationship is different. Indian Justice, beyond Atlantic liberalism, has a rule of law which runs to the aid of the rule of life. And life, in India, for "proper, complete and prompt removal of garbage from the Main Pahipat" is not a mere nicety. Raw societal realities, not fine-spun legal niceties, not competitive market economics but complex protective principles, shape law when the weaker, working class sector needs succour for life through labour. The conceptual confusion between the classical law of contracts and the special branch of law sensitive to exploitative situations accounts for the submission that the High Court is in error in its holding against the petitioner.

5. The true test may, with brevity, be indicated once again. Where a worker or group of workers labours to produce goods or services and these goods or services are for the business of another, that other is, in fact, the employer. He has economic control over the workers' insistence, skill, and continued employment. If he, for any reason, takes off, the worker is, virtually, laid off. The presence of intermediate contractors with whom alone the workers have immediate direct relationship *ex contractu* is of no consequence when, on lifting the veil or looking at the conspectus of factors governing employment, to discern the naked truth, though draped in different perfect paper arrangement, that the real employer is the Management, not the immediate contractor. Myriad devices, half-hidden in fold after fold of legal form depending on the degree of concealment needed, the type of industry, the local conditions and the like may be resorted to when

<sup>3</sup> 4 SCC 257 : 1978 SCC (L&S) 506 : 1978 Lab IC 1264

<sup>4</sup> *Madras Ganesh Beedi Works v. Union of India*, (1974) 4 SCC 43 : 1974 SCC (L&S) 205 : 1974 I LLJ 367 : AIR 1974 SC 1832

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labour legislation casts welfare obligations on the real employer, i.e. on Articles 38, 39, 42, 43 and 43-A of the Constitution. The Court must be astute to avoid the mischief and achieve the purpose of the law and not be misled by the *maya* of legal appearances."

8. Incidentally, the claim of the workmen arises by reason of discontinuation of the service at the units belonging to the appellant but The Labour Court while adjudicating the issue, as to the justification of termination of services of the workmen in terms of the order of reference under Section 10 of the Industrial Disputes Act, 1947 came to a definite conclusion on the basis of evidence tendered that the workforce did in fact work for more than 240 days in the year and as a matter of fact, there was no dispute raised on that score by the Board and it is on this factual score that the Labour Court did record that the presence of an intermediary would, however, alter the situation as regards the existence of relationship of employer and the workmen and thus between the Board and the claimants and as such answered the reference in the affirmative, resulting in a finding that the workmen are entitled to be reinstated with continuity of service along with 10% back wages. It is this finding of the Labour Court which stands accepted by the High Court in writ petitions under Article 226 of the Constitution challenging the validity of the award of the Labour Court. The High Court, as noted above, rejected the writ petitions stating there in:

"On the admitted facts of the case it is to be ascertained whether after complying with the principle of lifting of the veil, the existence of the relationship of workman and employer is sufficient or not. After critically examining the evidence led in the case, the court below has come to the conclusion that there existed a relationship between employer and workman between the contesting parties and that the intermediary contract was just an eyewash."

9. The High Court did in fact note with care and caution the doctrine of "lifting of the veil" in industrial jurisprudence and recorded that upon contextual facts and upon lifting of the veil, question of having any express opinion as regards the exact relationship between the contesting parties would not arise and as such directed reinstatement though, however, without any back wages. While it is true that the doctrine enunciated in *Salomon & Co. Ltd.*<sup>5</sup> came to be recognised in the corporate jurisprudence, but its applicability in the present context cannot be doubted, since the court invariably has to rise up to the occasion to do justice between the contesting parties in a manner as it deems fit. Roscoe Pound stated that the great virtue of the law court is flexibility and as and when the situation demands, the law court ought to administer justice in accordance therewith and as per the need of the situation.

10. Turning attention, however, on to the legislative intent in the context of enactment of the Act of 1970, at the first blush itself, it appears that the expression of its intent, the legislature very aptly coined the enactment as

for regulation and control of contract labour in accordance with the devolution of powers contained hereinbefore, this year 1970, to regulate certain circumstances in which labour stood before the legislature. The Labour practice in the field of employment and various employment situations, the Act of 1970 is a matter of fact the provisions pertaining to the legislation however engaged in the interest of the workers. The legislation thereby (i) to abolish the contract labour and (ii) to regulate the working conditions of such employment. There is, however, an effect that in the event of the establishment for seasonal workers in the event of the same, of the engagement of workers in the ordinary course, the legislature is to regulate the contract labour as the contractor ought to be the principal employer and the contractor and resultantly a director with great lucidity, by *v. United Labour Union*. While recording the reasons therefor Majmu "It has to be kept in view that the establishment is a tripartite arrangement in which the principal employer is the contractor, the intermediary the employer and the statutory obligations flowing from the working conditions of the intermediary contractor."

the real employer, but for regulation and abolition of contract labour. Conceptually, the engagement of contract labour by itself lends to various abuses and in accordance with the devout objective as enshrined in the Constitution and as hereinbefore, this enactment has been introduced in the statute-book arises by reason to the appellant herein in circumstances since prior to such, the factum of engagement of labour stood beset with exploiting tendencies and resulted in some labour practice.

947 came to a desire, incidentally, however, be it noted that the legislature did not feel it to do away with the contract labour altogether, since there are fields of employment where it is not otherwise possible to have continuous employment and as such, regard being had to the necessities of intermediary would be ascertainable. In this factual score, the Act of 1970 provides for continuation of contract labour. In fact, the legislature in the enactment has itself provided provisions pertaining to the working conditions of contract labour, and however engagement of contract labour becomes invariable or continuity of service in the interest of the industry concerned.

ne Labour Court which The legislation therefore subserves a twin purpose, to wit:

under Article 226 of the Constitution to abolish the contract labour; and

the Labour Court provisions stating therein to regulate the working conditions of contract labour wherever such employment is required in the interest of the industry.

There is, however, a total unanimity of judicial pronouncements to effect that in the event the contract labour is employed in an establishment for seasonal workings, question of abolition would not arise in the case, the contractor having ascertained a relationship between the parties and that use in the ordinary course of events and involves continuity in the engagement of labour force through an intermediary which is the legislature is candid enough to record its abolition since the engagement of the contractor may have its social evil of labour exploitation as the contractor ought to go out of the scene bringing together the principal employer and the contract labourers rendering the employment as and resultantly a direct employee. This aspect of the matter has been elucidated in *Saloman v. United Labour Union*<sup>6</sup>.

While recording concurrence with Ramaswamy, J. but presenting his reasons therefor Majmudar, J. observed: (SCC pp. 443-44, para 69)

"It has to be kept in view that contract labour system in an establishment is a tripartite system. In between contract workers and the principal employer is the intermediary contractor and because of this intermediary the employer is treated as principal employer with various statutory obligations flowing from the Act in connection with regulation of the working conditions of the contract labourers who are brought by the intermediary contractor on the principal's establishment for the

intent in the main itself, it appears that in accordance therewith

benefit and for the purpose of the principal employer and who work on his establishment through the agency of the contractor. These contract workers carry out the work of the principal employer which is of a perennial nature and if provisions of Section 10(2)(d) attracted and such contract labour system in the establishment abolished on fulfilment of the conditions requisite for that purpose, it is obvious that the intermediary contractor vanishes and along with him vanishes the term 'principal employer'. Unless there is a contractor agent there is no principal. Once the contractor intermediary goes, the term 'principal' also goes with it. Then remains out of this incomplete contractual scenario only two parties — the beneficiaries of the abolition of the erstwhile contract labour system i.e. the workmen on the one hand and the employer on the other who is no longer their principal employer but necessarily becomes a direct employer for these erstwhile contract labourers. It was urged that Section 10 nowhere provides for such a contingency in express terms. It is obvious that no such express provision was required to be made as the very concept of abolition of contract labour system wherein the work of the contract labour is of perennial nature for the establishment and which otherwise would have been done by regular workmen, would posit improvement of the lot of such workmen and not its worsening. Implicit in the provision of Section 10 is the legislative intent that on abolition of contract labour system, erstwhile contract-workmen would become direct employees of the employer on whose establishment they were earlier working and be enjoying all the regulatory facilities on that very establishment under Chapter V prior to the abolition of such contract labour system. The legislature has expressly not mentioned the consequences of abolition, but the very scheme and ambit of Section 10 of the Act indicates the inherent legislative intent of making the erstwhile contract labourers 'direct employees of the employer' on abolition of the 'intermediary contractor'. It was contended that the contractor might have employed a number of workmen who may be in excess of the requirement and, therefore, the principal employer on abolition of contract labour may be burdened with excess workmen. It is difficult to appreciate this contention. The very condition engrafted in Section 10(2)(d) shows that while abolishing contract labour from the establishment, one of the relevant considerations for the appropriate Government is to ascertain whether it is sufficient to appoint a considerable number of whole-time workmen. Even otherwise there is an inbuilt safety valve in Section 21 of the Act which enjoins the principal employer to make payment of wages to the given number of contract workmen whom he has permitted to be brought for the work in the establishment if the contractor fails to make payment to them. It is therefore, obvious that the principal employer as a worldly business man in his practical commercial wisdom would not allow the contractor to bring larger number of contract labour which may be in excess of

requirement of the principal employer would see to it that workmen who are required to be employed by the principal employer or by the agency of the contractor. In the framed thereunder clearly indicated is the requirement for the given contract labour to be given to the contractor."

15. Incidentally, the Haryana business has had to maintain the maintenance of the Indian Electricity Board as regards the attendance of the Court. Maintenance of the liabilities has also not been brought before the Court; (to wit Exh. M-5) contract labour including a deliberately refrain ourselves beyond the purview of written evidence but the factum of the Board and as dealt with in the judgment and record. It is on this perspective Labour Court, since no relevant upon lifting the veil of secrecy to the observations made at by the Labour Commissioning powers under Article 32, otherwise perverse or otherwise record.

16. It would in this observations of the High Court. "The learned counsel findings of fact arrived at proper appreciation of evidence as the Labour Court has laid down by the Substantive fact arrived at by the jurisdiction particularly record but based only on

employer and who are  
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workmen on the one  
or their principal employer  
or these erstwhile contractor  
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may be in excess.

requirement of the principal employer. On the contrary, the principal employer would see to it that the contractor brings only those number of workmen who are required to discharge their duties to carry out the work of the principal employer on his establishment through, of course, the agency of the contractor. In fact the scheme of the Act and regulations framed thereunder clearly indicate that even the number of the workmen required for the given contract work is to be specified in the licence given to the contractor."

15. Incidentally, the Haryana State Electricity Board in the usual course of business has had to maintain the plant and stations as a licensee within the purview of the Indian Electricity Act, 1910 and the Electricity Supply Act, 1940. This maintenance work cannot by any stretch be ascribed to be of a legal nature but a continued effort to achieve the purpose of its existence seems to be the purpose of the statute. The number of employees required for such purpose has not been specified in the contract itself and as a matter of fact supervision of the Board as regards the attendance has also not been disputed before the Labour Court. Maintenance of records pertaining to other statutory duties and liabilities has also not been disputed. Documents, as disclosed before the Labour Court, (to wit Exh. M-5) depict the overall control of the working of contract labour including administrative control being with the Board. We deliberately restrain ourselves from going into the same, since that would exceed the purview of writ jurisdiction and may amount to an appraisal of evidence but the factum of overall supervision and administration being with the Board and as dealt with by the Labour Court cannot in any way be denied. It is on this perspective that the High Court also thought fit to record in the judgment and record its affirmation to what had been passed by the Labour Court, since no reasonable person could come to a conclusion different upon lifting the veil. In the contextual facts, we also record our adherence to the observations of the High Court that the finding of fact arrived at by the Labour Court cannot otherwise be interfered with while exercising powers under Article 226 of the Constitution, unless the same is found perverse or there is existing an error apparent on the face of the record.

16. It would in this context, however, be convenient to note the observations of the High Court as below:

"The learned counsel for the petitioner has tried to argue that the findings of fact arrived at by the Labour Court were not based upon proper appreciation of evidence. This plea cannot be accepted inasmuch as the Labour Court has referred to the whole of the evidence led in the cause before coming to such a conclusion. Otherwise, also in view of the observations laid down by the Supreme Court in *R.K. Panda case*<sup>7</sup> the findings of fact arrived at by the Labour Court cannot be set aside in writ jurisdiction particularly when it is neither perverse nor contrary to the record but based only on appreciation of evidence. Keeping in view the

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nature of the work being carried on by the petitioner, the nature of duties which were performed by the respondent-workmen, the continuity of the work for which the labour was employed and the fact that the wages were paid by the petitioner-employer who supervised and controlled not only the attendance but also discipline of the workmen in the discharge of their duties and keeping in view the conditions of contract of the employer with Kashinir Singh, Contractor, there is no other conclusion which can be arrived at except the one that there existed a relationship of employer and workmen between the contesting parties and the Labour Court had rightly passed the award which is impugned in this petition.

17. Needless to note at this juncture that the Contract Labour (Regulation and Abolition) Act being a beneficial piece of legislation engrafted in the statute-book, ought to receive the widest possible interpretation in regard to the words used and unless words are taken to the maximum amplitude, it would be a violent injustice to the framers of the law. As a matter of fact the law is well settled by this Court and we need not dilate much by reason therefor to the effect that the law courts exist for society and in the event of there being a question posed in the matter of interpretation of a beneficial piece of legislation, question of interpreting the same with a narrow pedantic approach would not be justified. On the contrary, the widest possible meaning and amplitude ought to be offered to the expressions used as otherwise the entire legislation would lose its efficacy and contract labour would be left at the mercy of the intermediaries.

18. As noticed above the draconian concept of law is no longer available for the purpose of interpreting a social and beneficial piece of legislation specially on the wake of the new millennium. The democratic polity ought to survive with full vigour: socialist status as enshrined in the Constitution ought to be given its full play and it is in this perspective the question arises — is it permissible in the new millennium to decry the cry of the labour force desirous of absorption after working for more than 240 days in an establishment and having their workings supervised and administered by an agency within the meaning of Article 12 of the Constitution — the answer cannot possibly be in the affirmative — the law courts exist for the society and in the event law courts feel the requirement in accordance with the principles of justice, equity and good conscience, the law courts ought to take up to the occasion to meet and redress the expectation of the people. The expression "regulation" cannot possibly be read as contra public interest in the interest of the public.

19. Reliance on the decision in the case of *Dena Nath v. Nalco Fertilisers Ltd.*<sup>8</sup> in support of the Board's contention, however, is not to be diluted by reason of the decisions of this Court in *Gujarat Electricity Board v. Hind Mazdoor Sabha*<sup>9</sup> and *Air India Statutory Corp. v. United Labour Union*.<sup>6</sup> The ratio as has been decided in *Air India case*<sup>6</sup> appears to be

sharpened the edges of *Dina Nath case*<sup>6</sup> this Court has, in a series of cases pertaining to the catena of cases pertaining to the contract labour system, held that it is unnecessary to deal with the same according to some observations in *Air India case*<sup>6</sup> para 66).

"In this behalf, it is to be noted that the contract labour system, which is under statutory obligation, between the contractor and the workmen in the respect, required to be absorbed."

20. It has to be kept in mind that there was any genuine contract between the parties. There was a genuine contract between the parties. Section 10 of the Contract Labour Regulation and Abolition Act, 1970, following the procedure laid down in the Act. In the present case, it was found by this Court that the so-called contractor had procured labour from a broker or an agent of the contractor.

It is to be noted that the management of the establishment, whether Shri Kashinir Singh or any other person, had made a statement that Shri Kashinir Singh had procured labour from a broker or an agent of the contractor. It is to be noted that the management of the establishment, whether Shri Kashinir Singh or any other person, had made a statement that Shri Kashinir Singh had procured labour from a broker or an agent of the contractor. It is to be noted that the management of the establishment, whether Shri Kashinir Singh or any other person, had made a statement that Shri Kashinir Singh had procured labour from a broker or an agent of the contractor.

21. Before we conclude, it is to be noted that the learned advocate for the Board has in his argument, referred to the effect that the Board has in its possession a documentary evidence, however, no such case has been heard before the Labour Court or before the Labour Commission.

petitioner, the nature of duties workmen, the continuity of the and the fact that the wages supervised and controlled not the workmen in the discharge conditions of contract of the , there is no other conclusion that there existed a relationship of testing parties and the Labour is impugned in this petition." e that the Contract Labour beneficial piece of legislation receive the widest possible unless words are taken to their injustice to the framers of the by this Court and we need not at the law courts exist for the question posed in the matter of on, question of interpreting the should not be justified. On the plitude ought to be offered the legislation would lose in the mercy of the intermediary, pt of law is no longer available beneficial piece of legislation. The democratic polity ought to be enshrined in the Constitution perspective the question arises to decry the cry of the labour for more than 240 days in supervised and administered by the Constitution — the answer law courts exist for the society requirement in accordance with the, the law courts ought to the expectation of the people. The and as contra public interest be

ned the edges of *Dina Nath*<sup>5</sup> ratio. While dealing with this issue in *Air case*<sup>6</sup> this Court has, as a matter of fact taken note of more or less the catena of cases pertaining to contract labour and we do thus feel it unnecessary to deal with the same in extenso excepting however some observations of this Court in *Air India case*<sup>6</sup> as below: (SCC 40, para 66)

"In this behalf, it is necessary to recapitulate that on abolition of the contract labour system, by necessary implication, the principal employer is under statutory obligation to absorb the contract labour. The linkage between the contractor and the employee stood snapped and direct relationship stood restored between the principal employer and the contract labour as its employees. Considered from this perspective, all the workmen in the respective services working on contract labour are required to be absorbed in the establishment of the appellant."

10. It has to be kept in view that this is not a case in which it is found there was any genuine contract labour system prevailing with the Board. If there was a genuine contract system, then obviously it had to be abolished as Section 10 of the Contract Labour Regulation and Abolition Act after following the procedure laid down therein. However, on the facts of the present case, it was found by the Labour Court and as confirmed by the High Court that the so-called contractor Kashmir Singh was a mere name lender and had procured labour for the Board from the open market. He was almost a broker or an agent of the Board for that purpose. The Labour Court also held that the management witness Shri A.K. Chaudhary also could not tell whether Shri Kashmir Singh was a licensed contractor or not. That workman had made a statement that Shri Kashmir Singh was not a licensed contractor. Under these circumstances, it has to be held that factually there was no genuine contract system prevailing at the relevant time wherein the Board had been acted as only the principal employer and Kashmir Singh as a licensed contractor employing labour on his own account. It is also pertinent to note that nothing was brought on record to indicate that even the Board at relevant time was registered as the principal employer under the Contract Labour Regulation and Abolition Act. Once the Board was not a principal employer and the so-called contractor Kashmir Singh was not a licensed contractor under the Act, the inevitable conclusion that had to be reached is to the effect that the so-called contract system was a mere camouflage, a screen and disguised in almost a transparent veil which could easily be pierced and the real contractual relationship between the Board, on one hand, and the employees, on the other, could be clearly visualised.

11. Before we conclude, the other aspect of the matter as has been pointed out by the learned advocate appearing in support of the appeals ought to be noticed, to the effect that as a matter of fact the principal employer, namely, the Board has in fact applied for registration of establishment and documentary evidence available in support thereof. Though, however, no such case has been made out nor the issue raised either before the Labour Court or before the High Court, this Court, however, to subserve

case of *Dena Nath v. National*  
contention, however, stands  
in *Gujarat Electricity Board v. Gujarat Electricity Board*  
*Air India case*<sup>6</sup> appears to be

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the ends of justice permitted the appellant to file documentary evidence in support of the same and as such three weeks' time was granted by the Court before the conclusion of the hearing on 13-1-1999 so that the same may be produced before the Court. We however wish to place on record that in the normal course with "the personal attendance of the accused" if he sees reasons to do so. In such circumstances, no such opportunities are granted, especially at this stage of the proceeding, but by reason of special facts, which are singularly singular circumstances when personal attendance of the accused is not possible, this Court granted such an opportunity so as to meet the ends of justice. The appellant, however, has failed to obtain such an opportunity and as a matter of fact no such documentary evidence has seen the light of day even though the observations made in *M. Krishnamurthy Subba Rao v. CIT*, AIR 1956 SC 604, sixty years ago, would represent the correct view that a "pleader" cannot become a "pleader" for the party and the appearance of the accused be made through his attorney or "any person" who secures permission from the court to appear.

22. In that view of the matter, we do not see any merit in these appeals and the appeals therefore fail and are thus dismissed. No order however, as to costs.

23. In view of the order as above, we do not deem it fit to pass any order in the pending interlocutory applications including the application for contempt and the same thus stand disposed of, without any order as to costs.

(1999) 3 Supreme Court Cases 614

(BEFORE K.T. THOMAS AND M.B. SHAH, JJ.)

T.C. MATHAI AND ANOTHER

Versus

DISTRICT & SESSIONS JUDGE,

THIRUVANANTHAPURAM, KERALA

Criminal Appeal No. 354 of 1999<sup>4</sup>, decided on March 31, 1999

A. Powers of Attorney Act, 1882 — S. 2 — Criminal Procedure Code — Ss. 303 & 2(q), 205, 273 — Advocates Act, 1961 — S. 32 — S. 2 of the Powers of Attorney Act, 1882, held, cannot override the specific provision of the Advocates Act, 1961, S. 32 — "any person", "pleader" — which requires that a particular act should be done by a party-in-person — "Pleader" — Personal attendance may be dispensed with under the Criminal Procedure Code — by the court and appearance by pleader permitted — But accused cannot appear through a power-of-attorney holder unless permission for appearance is sought by the accused himself and the court expressly grants permission — Appellant power-of-attorney holder seeking to represent the persons arrayed as respondents in a criminal revision petition — Petition denied by Sessions Judge on ground that the request for permission emanate from the parties concerned themselves — Writ petition dismissed by Single Bench of the High Court and writ appeal by the Division Bench — the Division Bench of the High Court rightly dismissed the writ appeal — power-of-attorney holder — Practice and procedure — Appearance in — Words and phrases — "Power of attorney", "pleader"

*Held:*

When the Criminal Procedure Code requires the appearance of an accused in the court it is no compliance with it if a power-of-attorney holder appears for him.

<sup>4</sup> From the Judgment and Order dated 10-12-1998 of the Kerala High Court in W.A. No.

DISTRICT—MEGHALAYA

Central

19 MARCH 2004

19/3

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IN THE CENTRAL ADMINISTRATIVE TRIBUNAL

GUWAHATI BENCH GUWAHATI.

64  
Filed by the  
Applicant  
Sri B. Saikia  
through  
Soleni Lal  
Advocate

( An application under Section 19 of the Central Administrative Tribunal Act ,1985).

**ORIGINAL APPLICATION NO. 34 OF 20004**

**Sri Bhabesh Saikia**

**Applicant**

**-Vs-**

**The Union of India & Others**

**Respondents**

**IN THE MATTER OF**

**An Additional Affidavit Filed By the Applicant**

**AND**

**ORIGINAL APPLICATION NO. 34 OF 20004**

**Sri Bhabesh Saikia**

**Applicant**

**-Vs-**

**The Union of India & Others**

**Respondents**

**An Additional Affidavit of the Applicant**

I, Sri Bhabesh Saikia , Son of Suren Saikia resident of Oakland , Shillong , do hereby solemnly affirm and declare as follows ;-

1. That I am the applicant of the above original application and as such I am fully acquainted with the facts and circumstances of the case.
2. That I have filed the abovementioned original application with a prayer to grant me temporary status against the existing vacancies of Grade IV post or in any other similar posts and thereafter regularize my service and give all service benefits as per rules and procedure.
3. That at the time of filing of this original application I could not annex some relevant documents, which bear necessary information in the instant case as such I am filing this additional affidavit by annexing this documents for kind perusal of this Hon'ble Tribunal.

The copies of the letters dt.18-2-04 and 26-2-04,  
And circular dt.18-9-2003, and letter dt.11-4-03  
Of the C.P.M.G, Shillong are annexed as Annexure  
Nos.A,B,C & D.E.

4. That this additional affidavit be treated as a part of the above original application and the applicant rely on the same at the time of hearing of this Original Application
5. That the statements made in Para 1 to 4 of the additional affidavit are true to my knowledge and belief and are also true to my information derived from the record of the case and are my humble submission before this Hon'ble Tribunal.

This is true to my knowledge and belief.

And I singe this affidavit on this the 15<sup>th</sup> day of March 13,  
2004 at Guwahati.

Identified by me

Advocate's Clerk

*Bhabesh Saikia*  
Deponent

DEPARTMENT OF POSTS: INDIA  
OFFICE OF THE CHIEF POSTMASTER GENERAL N.E. CIRCLE: SHILLONG-793 001

No. Bldg. 7-12-32

Dated at Shillong, the 18<sup>th</sup> Oct<sup>th</sup> 4. 2003.

Asstt. Director (Bldg)  
For Chief Postmaster General,  
N. E. Circle, Shillong.

Copy to:-

1. The Asst. Director (A/Cs), C.O., Shillong for making payment to
2. Shri B. B. Salkya, C.O. Shillong. for taking payment.
3. The Jr. Account Officer (BGT) C.O., Shillong. for information.
4. The D.A.(P), Shillong/Kolkata. for information.
5. O/C. for information.

For Chief Postmaster General,  
N. E. Circle, Shillong.

-9-

Anx. No. B.

-60-

X  
6

DEPARTMENT OF POSTS: INDIA

OFFICE OF THE CHIEF POSTMASTER GENERAL N.E. CIRCLE: SHILLONG-793 001.

No.Bldg/ 27-1/76/V/Mtce.

Dated at Shillong, the 26-2-04. 2003.

Sanctioned of the Chief Postmaster General, N. E. Circle, Shillong is hereby conveyed to the payment of a sum of Rs. 647.00. (Rupees Six hundred and Forty two Septa only to Shri B. Saikya, P.M.D. Shillong & being the repairing of water pipe). Vinodarji quarter at vikend Shillong.

The expenditure is debit to the head of Account 101-101-01 C.R. and will be met from the fund placed at the disposal of Circle Office, Shillong for the current financial year 2003-2004.

(W. S. D. T. A.)  
Asstt. Director (Bldg)

For Chief Postmaster General,  
N. E. Circle, Shillong.

Copy to:-

1. The Asstt. Director (A/Cs), C.O., Shillong for making payment to
2. Shri B. Saikya P.M.D. Shillong-1. for taking payment.
3. The Jr. Account Officer (BGT) C.O., Shillong.
4. The D.A.(P), Shillong/Kolkata.
5. O/C.
- 6.

For Chief Postmaster General,  
N. E. Circle, Shillong.

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Anx. No. C

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By Registered Post

No. 60-16/2002-SPB-I

GOVERNMENT OF INDIA

MINISTRY OF COMMUNICATIONS & I.T.

DEPARTMENT OF POSTS

DAK BHAVAN, SANSAD MARG

NEW DELHI-110001

DATED: 18/9/2003

To,

All Principal Chief Postmasters General / Chief Postmasters General

Subject: Optimisation of direct recruitment to civilian posts.

Sir / Madam,

1. I am directed to refer to this Department's letter of even number dated 18/7/2002 and OM No. 2/8/2001-PIC dated 16/5/2001 of the Department of Personnel & Training on the above subject. All Circles were requested to furnish a report covering the requirements in various cadres for formulating the Annual Direct Recruitment Plan in respect of Groups 'B', 'C' and 'D' posts of this Department for the year 2002. The details of the vacancies and the requirements intimated by the Circles in Groups 'B', 'C' and 'D' posts were placed before the Screening Committee. Based on the recommendations of the Screening Committee, total 2750 vacancies which are to be filled by direct recruitment for the year 2002, have been allocated to the Circles as per the enclosed statement. The Head of the Circles should reallocate the vacancies allotted to the Circle to all the recruiting Divisions / Units in the Circle on proportionate basis.

2. Since the allocation of vacancies has been done based on the recommendations of the Screening Committee, no request or reference for any change in the allocation will be entertained. Head of the Circles should personally ensure that the vacancies allocated in various cadres are not changed under any circumstances. While filling up the vacancies, the instructions contained in DOP&T's OM No. 2/8/2001-PIC, dated 16/5/2001 should also be kept in view. The instructions of the Department of Personnel and Training / Ministry of Finance etc issued from time to time relating to recruitment should also be followed.

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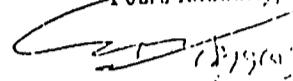
69

3. In accordance with the DOP&ET's OM dated 16/5/2001 referred above, the remaining vacancies (5604) meant for direct recruitment which are not cleared by the Screening Committee will not be filled up by promotion or otherwise and these posts will stand abolished. Formal orders regarding the abolition of those posts are being issued separately by the concerned Divisions of the Department.

4. This issues with the concurrence of Integrated Finance Wing of the Department of Posts vide their Diary No. 436/FA/2003/CS, dated 17/9/2003.

Receipt of this communication should be acknowledged.

Yours faithfully,

  
(R. Srinivasan)  
Assistant Director General (SPN)

Encl : As stated above.

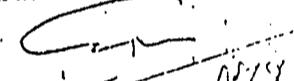
Copy to :

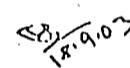
1. DDC(Establishment), Department of Posts, New Delhi.

2. DDC(MM & TS), Department of Posts, New Delhi.

3. DDC(PAF), Department of Posts, New Delhi.

Chief Engineer(Civil Wing), Department of Posts, New Delhi  
along with a copy of the statement for information and necessary action.

  
(R. Srinivasan)  
Assistant Director General (SPN)

18.9.03  


**DEPARTMENT OF POSTS**

**STATEMENT OF VACANCIES APPROVED BY THE SCREENING COMMITTEE FOR BEING FILLED UP FOR THE YEAR 2002**

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**Ann. C. Contd**

Sl. No.	Name of Circle	Order No.	IPCO	PA	Postman	Steno	Driver	Group-D	PA	TOTAL
		14	15	16	17	13	19	20	21	22
1	Andhra Pradesh	3	7	118	27	0	5	40	2	229
2	Assam	0	5	54	11	0	0	151	2	99
3	Sikkim	0	6	56	12	0	0	24	3	114
4	Chhattisgarh	0	2	30	4	0	1	13	0	56
5	Delhi	2	4	31	8	0	0	81	1	58
6	Gujarat	6	9	120	19	0	0	32	1	207
7	Haryana	0	1	40	3	0	0	10	1	58
8	Himachal Pradesh	0	2	6	1	1	0	0	0	10
9	Jammu & Kashmir	1	0	9	1	0	0	3	0	15
10	Jharkhand	6	2	31	4	0	0	12	0	49
11	Karnataka	1	6	104	18	0	0	26	2	151
12	Kerala	0	5	107	18	1	5	27	1	181
13	Madhya Pradesh	1	5	32	6	0	0	11	0	62
14	Maharashtra	4	5	206	34	0	0	45	2	298
15	North East	5	2	29	9	0	0	14	1	62
16	Orissa	3	2	52	13	0	0	12	0	31
17	Punjab	1	5	146	6	0	0	14	1	177
18	Rajasthan	0	3	76	10	0	0	15	2	108
19	Tamil Nadu	3	31	163	31	0	0	33	3	257
20	Uttar Pradesh	0	31	163	35	0	2	52	2	285
21	Uttarakhand	0	11	24	2	0	0	4	0	33
22	West Bengal	3	31	59	28	0	0	55	0	151
<b>TOTAL</b>		31	24	1557	305	2	15	455	25	2750

No. 60-13/2002-SPE-1

Date: 12.09.2003

*In Sikkim*  
Renu K. Rana  
Assistant Director General  
Recruitment & Posts  
Division Delhi

DEPARTMENT OF POSTS: INDIA

OFFICE OF THE OF THE MASTER GENERAL N.E.CIRCLE:

SHILLONG: 708001.

The staff / 1337 /

dated the Shillong the 11<sup>th</sup> April 2003

To,  
The Executive Engineer  
Postal Civil Division,  
Shillong.

Sub:- Request for regularization of casual /contract labour case of B.Saikia

Ref:- Your letter No.16(20)2001/SHCD/2263dtd.25-3-2003

Your attention is drawn to the verdict of Hon'ble CAT, Guwahati on the above noted subject which was forwarded to the office under your letter No.16/(20) /2001/SHCD/1918dtd 7-1-03.

I have been directed to request you to take action accordingly, provide vacancy position in projected by your office against direct recruitment plan and same is cleared by the screening committee.

Sd/

(J.M.Dutta)  
Asst. Director (Staff)  
For Chief Postmaster General  
N.E.Circle Shillong.

Copy to :-The Superintending Engineer ,Postal Civil Circle,Kolkata for information.

For Chief Postmaster General,  
N.E.Circle, Shillong.

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65 A/W No.

DEPARTMENT OF POST :: INDIA ::

OFFICE OF THE EXECUTIVE ENGINEER :: POSTAL CIVIL DIVISION ::

SHILLONG - 793001.

No: 16(20)/2001/SHCD/

To

Dated at Shillong the

The Chief Postmaster General  
N.E. Circle  
Shillong - 793001.

Sub :-

**Request for Regularisation of casual/contract labour - Case of Sri Bimbosh Shinde**  
**Yours Letter No: Staff/13.37/2000 dt.18.7.03**

As communicated vide your letter No: Staff/125/1/2001 dt.28.7.03 it is gathered that Annual Direct Recruitment plan for the year 2003 has already been submitted to Postal Directorate. Now Delhi for getting clearance of vacant post by the Screening Committee. In two/bonus post declared by the Screening Committee, Now Delhi, one post of group 'D' may be diverted to S.P.C.C, Kolkata for regularization of the above encl.

As this office is shortage of group 'D' shall quite a good number which was intended to you time to time by various statement, it is pertinent to fill up the post for day to day routine work of this division.

This is for your information and further necessary action please.

8/1

Executive Engineer  
Postal Civil Division  
Shillong.

Copy to :-

1) The Superintending Engineer, Postal Civil Circle, Kolkata for information & necessary action

M/N-

8/1/04

Executive Engineer  
Postal Civil Division  
Shillong.