

50/100

CENTRAL ADMINISTRATIVE TRIBUNAL
GUWAHATI BENCH
GUWAHATI-05

(DESTRUCTION OF RECORD RULES, 1990)

INDEX

Q.A/T.A No. 34/2004

R.A/C.P No.

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SECTION OFFICER (Judl.)

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

ORDER SHEET

Org. App/ Misc. Petn/ Cont. Petn/ Rev. Appl. 34/2004

In O.A.

Name of the Applicant(S) Bhabesh Saikia

Name of the Respondent(S) Govt & Ors.

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

Counsel for the Railway/ C.G.S.C. & C.A.S.C. Mr. A. Deb Roy,

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 statement.

List on 22.3.2004 for orders.

K. B. Bhabesh
Member (A)

List on 29.3.2004 for orders.

K. B. Bhabesh
Member (A)

This application is in form is filed/C. F. I. & Co. J.

deposited with the Registrar.

No. 119 378200

Dated 13/2/2004

D. B. Bhabesh
Dy. Registrar

Steps taken.

17/2/04

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

mb

19/3/04

An additional affidavit has been filed by the applicant.

19/3/04

(2)

O.A. 34/04

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. WB has been filed.

29
19.3.04

K. V. Prahladan
Member (A)

h
Member (J)

pg

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

Notice issued vide NO. 493 - 496 dated 23.3.04.

MS
12/6/04

K. V. Prahladan
Member (A)

mb

No written statement has been filed.

29
1.6.04

2.6.2004

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

K. V. Prahladan
Member (A)

mb

19.7.2004 present: The Hon'ble Shri K.V. Sachidanandan, 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.

K. V. Prahladan
Member (A)

h
Member (J)

bb

3-9-04

No. W/S has been filed

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

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as withdrawn.


Member.

13.9.04

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

15/9

7/2/04
WS
7/1/04

4

IN THE CENTRAL ADMINISTRATIVE TRIBUNAL
GUWAHATI BENCH GUWAHATI.

17th FEB 2004

(An 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

Dates

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 res-
pondent No.4.

8.1.04

Cppy of letter of the respondent
No. 4 to the respondent No.2.

...

6

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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11.	<u>Annexure- 10.</u> Copy of letter dt. 17.4.03, of the respondent No. 4 to the respondent No.3 for appointment.	38

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(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.

Date :-

Filed by :-

Soheli Seed

Advocate.

Filed by the petitioner
Sri Bhabesh Saikia
through Mr.
Sohali Seal
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.

Contd....

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true Copy

Advocate

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.....

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COPY
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10
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 procecute 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

Contd....

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4.

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....

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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.

Contd....

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B
Advocate

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

Contd...

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Advocates

14
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.

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 Advocate

Contd...

15
8.

~~xx8x~~

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 copy 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 ~~correspond~~ correspondence favouring and approval of regularisation 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.

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Contd....

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.

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Advocate

5. GROUND'S 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.

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

Contd....

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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, ~~xxx~~ 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.

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Advocate

Contd...

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...

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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...

certified
true copy

Advocate

15.

10. DETAILS OF POSTAL ORDER :

Postal Order No. : IPO No. ¹¹⁶³⁷⁸²⁰⁰~~76547908~~ Rs. 50/-
Date of Issue : Dtd. 13.2.2002.
Issued from : G.P.O., Guwahati,
Payable at : Guwahati.

11. LIST OF ENCLOSURES :

As per Index.

...

16.

VERIFICATION.

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(1), 5(2)
are true to my
personal knowledge and peragraphs 5(1)(i), 5(1)(v), 5(vi), 5(vii) and
5(1)(v), 6, 7, 8, 9(1)(i), 9(1)(ii).
are believed to be true as legal advice
and I have not suppressed any material facts.

DATE : 16/2/04.

PLACE : Guwahati.

Bhakesh Saikia

SIGNATURE OF THE APPLICANT.



Gorkha H. E. School

Mawkhasiang (Mawdieng dieng)

Shillong - 793012

Issue: 14/5/2002

LEAVING CERTIFICATE

28/2/2002

No. 15/27/2002

Certified that RHABESH SAIKIA
Son/daughter of Shri/Shrimati SUREN SAIKIA
a resident of Oakland, Shillong
Dist East Khasi Hills State Meghalaya
was reading in this school in class IX (New) His/Her
date of birth according to the school's admission register is 28-07-1977
He/She has/has not passed the examination
for promotion to class X (New) and left the School on
31-12-1994

All sums due by him/her has been paid upto Feb 2002

CONDUCT Good

ATTENDANCE Regular

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

COUNTERSIGNED

28/2/2002
(A. Rymbai)

Inspector of Schools
East Khasi Hills District
Shillong, Meghalaya

HEADMASTER

Gorkha H. E. School
Mawkhasiang (Mawdieng dieng)
Shillong - 793012
Headmaster
Gorkha H. E. School,
Mawkhasiang, Shillong - 12.

Compared
C. L. Iron
04/03/02

Attested by:-

04/3/02
Assistant Engineer
Postal Civil Sub-Division
R. N. Compd. Shillong-793001

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true copy

Advocate

18

Ann. no. 2

Class IV SGM-6

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

NO:-SHSD-1/IV/Staff/SH/5771 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 (Belder/Wheelman) engaged
through Contract Labour under Postal Civil Division,
Shillong for the month of April 2001 for further
necessary action at your end please.

Encls :- As stated
above.

*File
03/5/2001*
Assistant Engineer(c),
Postal Civil Sub Division, C.
Shillong.

....

**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 / 38 /

Slip No. / 56 dt. 16.4.01

DATE	PRESENT / ABSENT (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
01-05-2001	/

Engaged on duty
with effect from
16-04-2001

TOTAL NOS. OF DAYS WORKED - 15 days

@ Rs. 22'00 / day

Rs. 1830 = 00

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

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

20 - - - - - Ann. no. 34

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 ^{4 (four)}~~3 (three)~~ nos.
bills received from Sri Boson Chetri, Contractor as
stated above, for further necessary action at your end
please.

Encls:- As stated above.

[Signature]
01-02-2002
Asstt. 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, 2002

Reference :-Executive Engineer, Postal civil Division,Shillong's Order No:-16(8)88/SHIPCD/ 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 (Denoted as "P")	ABSENT (Denoted as "A")	REMARKS
01-01-2002	P		
02-01-2002	P		
03-01-2002	P		
04-01-2002	P		
05-01-2002	P		
06-01-2002	P		
07-01-2002	P		
08-01-2002	P		
09-01-2002	P		
10-01-2002	P		
11-01-2002	P		
12-01-2002	P		
13-01-2002	P		
14-01-2002			
15-01-2002			
16-01-2002			
17-01-2002			
18-01-2002			
19-01-2002			
20-01-2002			
21-01-2002			
22-01-2002			
23-01-2002			
24-01-2002			
25-01-2002			
26-01-2002			
27-01-2002			
28-01-2002			
29-01-2002			
30-01-2002			
31-01-2002			

- 22 -

29

DIRECTOR GENERAL FOR THE ANDAMAN & NICOBAR ISLANDS
ENGAGED THROUGH CONTRACT LABOUR (GENERAL)
BRI FOR SUPPLYING LABOUR FOR WORKING AS BUILDING WORKMAN

Reference: Executive Engineer, Postal Civil Division, Shillong - Order No. 10(8)88 SHILLONG
Dated: 10.01.2002
Name of labour engaged: Shilong Shillong

TOTAL NOS. OF DAYS WORKED - 13 day
The Executive Engineer, Postal Civil Division, Shillong
@ Rs. 123.00/day (100% of Rs. 123.00/day)

For necessary pass and payment, please refer to the above order.

DATE	PRESENT	ABSENT	REMARKS
01-01-2002	0	0	Junior Engineer
02-01-2002	0	0	Postal Civil Sub-Division
03-01-2002	0	0	
04-01-2002	0	0	
05-01-2002	0	0	
06-01-2002	0	0	
07-01-2002	0	0	
08-01-2002	0	0	
09-01-2002	0	0	
10-01-2002	0	0	
11-01-2002	0	0	
12-01-2002	0	0	
13-01-2002	0	0	
14-01-2002	0	0	
15-01-2002	0	0	
16-01-2002	0	0	
17-01-2002	0	0	
18-01-2002	0	0	
19-01-2002	0	0	
20-01-2002	0	0	
21-01-2002	0	0	
22-01-2002	0	0	
23-01-2002	0	0	
24-01-2002	0	0	
25-01-2002	0	0	
26-01-2002	0	0	
27-01-2002	0	0	
28-01-2002	0	0	
29-01-2002	0	0	
30-01-2002	0	0	
31-01-2002	0	0	

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

Assistant Engineer, Postal Civil Sub-Division, Shillong

- 28 -

30. ✓

BILL FOR SUPPLYING LABOUR FOR WORKING AS BELDAR/WHEEL MAN
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
01-2002		
02-2002		
03-2002		
04-2002		
05-2002		
06-2002		
07-2002		
08-2002		
09-2002		
10-2002		
11-2002		
12-2002		
13-2002		
14-2002		
15-2002		
16-2002		
17-2002		
18-2002		
19-2002		
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	

Sri Bhabesh Saikia
was sick from 14-01-2002
to 19-01-2002 as indicated
by the contractor.

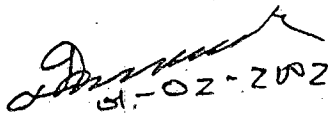
289

TOTAL NOS. OF DAYS WORKED = 12 days.

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

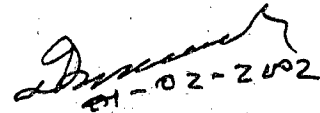


(Shri Boson Chettri)
Contractor

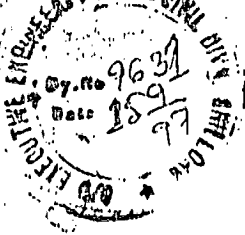

01-02-2002

Junior Engineer
Postal Civil Sub-Division,

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


01-02-2002

for Assistant Engineer
Postal Civil Sub-Division
Shillong



- 25 -

32
Anx. No. 4

No. 3-5/96-CHP
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 purpose:-

(i) Requisition 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/-

13/9/96
14/9
Hle
this may
be
acknowledged
14/9/97

(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. R. 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)HQ, POSTAL
DEPARTMENT OF POST, DOK BHAWAN,
NEW DELHI-110001.

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

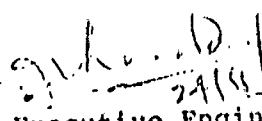
No: 16(7)77/SHCD/792

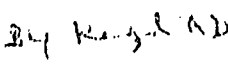
Dated at Shillong the, 24/11/2000

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, ^(NER) Silchar with effect from 24.11.2000.

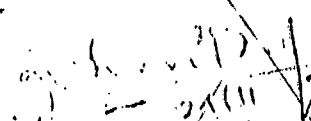
Service of Sri Abdul Hannan Barbhuiya as T.S. casual worker will be regularised, under T.S. service Rule.

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 :  Sd/-

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, ^(NER) 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.

-29-
CENTRAL ADMINISTRATIVE TRIBUNAL
GUWAHATI BENCH

Anx. No. 6

36

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.

O R D E R.

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/-

-31-

future vacancy as per the norms, keeping in the 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.

SI/VICE CHAIRMAN



LM

Certified to be true Cop.
प्रमाणित प्रतिलिपि

Section Officer (I)

C.A.T. GUWAHATI BENCH
Guwahati-781005

12/11/2002

-32-

39
Ann. no. 7

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

Dated Shillong the 15th 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/c. 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/c. 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/c. Sec.)	- do -
6.	Shri Santi Ranjan Mandal	PCSD, Siliguri under PCD-II Kolkata	PCSD, Siliguri under PCD-II Kolkata	- do -
✓	Shri Vicky Singh	PCD, Shillong	PCD, Shillong (Corrs. Sec.)	- do -

Superintending Engineer
Postal Civil Circle
Kolkata

Contd.2

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

Dated : 7 /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.-I/II, Kolkata / Shillong / Guwahati / Electrical Division, Kolkata. The officials may be released immediately to join their new assignment.
- 10-13) The Assistant Engineer, Postal Civil Sub-Divn. III, Kolkata / Siliguri / Shillong / Burdwan.
- 14) The Director of Accounts (P), Kolkata.
- 15-21) The officials concerned.

Arup
Superintending Engineer

48 - 35 - 42
Annexure No. 9

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 (4th 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

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. 10th 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.

Encl :- 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. 10th 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.

Encl : 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.

Encl : 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 peon. 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.

Encl : As abovenamed;

To,

Shri A.K. Gangopadhyay,
Superintending Engineer,
Postal Civil Circle,
Yogayog Bhavan (4th 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 AD9Staff) Sri B.R.Halder. Accordingly letter was issued vi e 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...

-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 neces-
sary 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,

Yours 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 a 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.

48
--22=41
Ann. 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.

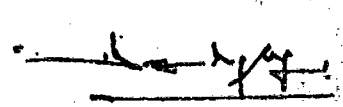
To

✓ Sri Bimbesh 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, POC, 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 Saikia.

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.

Appeals Nos. 11335-11359 of 1995¹ 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
(for short 'the Board'), being a licensee under Electricity Act and
(Supply) Act, supplying power throughout the State through its
plants and stations — In order to keep such plants and stations clean,
and 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
— Services of Safai Karamcharis so engaged, terminated after they
worked for more than 240 days in the said establishment under the
control and administration of the Board — Relief — On facts the
contract was found only to be a name lender and that there was no genuine
relationship 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, S. 10 — Applicability — Industrial Disputes Act, 1947, Ss. 2(s) & 10
— Preamble — Expression "regulation" — Held, means regulation in
the interest and not contra public interest — Constitution of India, Art. 12 —
Electricity Act, 1910, S. 2(h) — Electricity (Supply) Act, 1948,
— Words and phrases — "Regulation"

Labour Law — Employer-employee relationship — Employee of the
contract or contract labour — Determination of — Applicability of
of "lifting of the veil" — On facts, Safai Karamcharis engaged through
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
— Application of, to determine employer-employee relationship

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

the Judgment and Order dated 24-1-1995 of the Punjab and Haryana High Court in
CAs Nos. 16033-16040, 16042, 16101, 14894-98, 14171, 17011-17014, 14457-60 and
1 of 1994

The appellant Haryana State Electricity Board (hereinafter "the Board") is a statutory Board. It is a licensee within the meaning of Electricity 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 Building 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. The Board raised an industrial dispute for permanent absorption in the employment of the Board on the ground of completion of the said length of service. The question was 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 back 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 Board was with the Board. It was found by the Labour Court, as confirmed by the High Court on applying the doctrine of lifting the veil to the facts of the case, 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, dismissing the Board's appeal, the Supreme Court

Held:

Although the doctrine of "lifting of the veil", as enunciated in *Salomon v. Saloman & Co. Ltd.*, 1897 AC 22, HL, referred to, 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 on occasion to do justice between the parties in a manner as it deems fit.

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

The draconian concept of law is no longer available for the purpose of interpreting a social and beneficial piece of legislation specially on the eve of a new millennium. The democratic polity ought to survive with full vigour: its status as enshrined in the Constitution ought to be given its full play and it is from this perspective the question arises — is it permissible in the new millennium to ignore the cry of the labour force desirous of absorption after working for more than 100 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 can possibly be in the affirmative — the law courts exist for the society and in the eyes of law courts feel the requirement in accordance with principles of justice, equity and good conscience, the law courts ought to rise up to the occasion to meet and meet the expectation of the people. The expression "regulation" cannot possibly be construed contra public interest but in the interest of the public.

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

Gujarat Electricity Board v. Hind Mazdoor Sabha, (1995) 5 SCC 27 : 1995 SCC (L&S) 1166 : JT (1995) 4 SC 264; *Air India Statutory Corp. v. United Labour Union*, (1997) 1 SCC 311 : 1997 SCC (L&S) 1344 : JT (1996) 11 SC 109, 170, relied on

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

Had there been any genuine contract, then obviously it would have been a Contract Labour (Regulation and Abolition) Act, 1970 system prevailing at the time. However, on the facts of the case, it is only the principal employer who can account, more so when the principal employer under the so-called contractor system is the one who is responsible for the conclusion is that the contract is a screen and disguise and the real contract is between the principal employer and the employees, on the other, contract. (The Supreme Court upheld the decision of the High Court in *Interpretation of Statute (Regulation and Abolition) Act, 1970* in a manner by which social and constitutional directives be given effect to. 14 and 39(a) — Labour (Regulation and Abolition) Act, 1970

E. Interpretation of Statute (Regulation and Abolition) Act, 1970 — widest possible interpretation of the word "regulation" and "abolition" in the Labour Law — Contract Labour (Regulation and Abolition) Act, 1970 — Nature of establishments, held, seasonal working

The doctrine of equality, as enshrined in the Constitution, and the Contract Labour (Regulation and Abolition) Act, 1970, have a significant effect of such a character. The Supreme Court has held that the people of the country are entitled to the fusion of Fundamental Rights and the doctrine of equality, not to be treated as a mere formality in every sphere of life. The aim of socialism, therefore, is the well-being of the country in the interest of the common man. The Contract Labour (Regulation and Abolition) Act, 1970, is a social and constitutional directive be given effect to. *Union of India v. Union of India*, (1983) 1 SCC 100. The Contract Labour (Regulation and Abolition) Act, 1970, is a social and constitutional directive be given effect to.

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

SCC 695 : 1992 SCC (L&S) 307 : 1992
(1995) 5 SCC 27 : 1995 SCC (L&S) 307 : 1992
M.P. v. United Labour Union, (1995)
SC 109, 170, relied on
(1978) 4 SCC 257 : 1978 SCC (L&S) 307 : 1992
M.P. v. Union of India, (1978)
AIR 1974 SC 1832, referred to

(1995) 5 SCC 27 : 1995 SCC 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926,

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

The Act subverts 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.

However, in the event the contract labour is employed in an establishment for 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.

Air India Statutory Corp. v. United Labour Union, (1997) 9 SCC 377 : 1997 SCC 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

R.K. Panda v. Steel Authority of India, (1994) 5 SCC 304 : 1994 SCC (L&S) 1134 : JT (1993) 11 SC 109, 170, 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, S. 7 — Practice and procedure — Additional evidence — Filing of, before Supreme Court in appeal — Permissibility

Appeals dismissed

Advocates who appeared in this case :

Sumant 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* 609f, 612g-h, 613a, 613b
2. (1995) 5 SCC 21 : 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) v. Union of India

(1980) 3 SCC 625 : AIR 1980 SC 17 India

(1978) 4 SCC 257 : 1978 SCC (L&S) v. Alath Factory Thezhil

(1974) 4 SCC 43 : 1974 SCC (L&S) 1832, *Mangalore Ganesh*

1897 AC 22, 111, *Saloman v. Salom*

Judgment of the Court was del

DANERJEE, J. — The doctrine c

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Minerva Mills Ltd. v. Union of India, (

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

(1990)

unless words are taken to be to the framers of the law.

(Para 10)

contract labour wherever the industry.

(Para 10)

employed in an establishment not arise but in the event of is candid enough to record have its social evil of at of the scene bringing to rendering the employment

(Para 10)

997) 9 SCC 377 : 1997 SCC (L)

questions of fact — Scope of this case, regarding the working of the court, perverse or suffering from could not be interfered with. — Practice and procedure

(Para 10)

C 304 : 1994 SCC (L&S)

and procedure — Additional evidence that appellant Harry of its establishment where the same was not, although is not granted hearing, granted in the utilised by the applicant Abolition) Act, 1970, S. 7

Filing of, before Supreme

(Para 21)

H-M/TZ/20957/K

Jore and Ashok Kr. Mah

11 SC 109, 170, Air

Union 609f, 612g-h, 612a

4 SC 264, Gujarat

v. Steel Authority

1 SC 413, Dena Nath

612g-h

33) 1 SCC 305 : 1983 SCC (L&S) 145 : AIR 1983 SC 130, D.S. Nakara v. Union of India

605f

300) 3 SCC 625 : AIR 1980 SC 1789, Minerva Mills Ltd. v. Union of India

605c

718) 4 SCC 257 : 1978 SCC (L&S) 506 : 1978 Lab IC 1264, Hussainbhai v. Alath Factory Thezhilali Union

607a

774) 4 SCC 43 : 1974 SCC (L&S) 205 : (1974) 1 LLJ 367 : AIR 1974 SC 1832, Mangalore Ganesh Beedi Works v. Union of India

607c

AT AC 22, HL. Saloman v. Saloman & Co. Ltd.

608f

judgment of the Court was delivered by

BANERJEE, J. — The doctrine of equality as enshrined in the Constitution is an egalitarian society and the Contract Labour (Regulation & Abolition) Act, 1970 is the resultant effect of such a constitutional mandate. Its due focus is in that perspective. This Court in *Minerva Mills case*¹ in certain terms laid down that the equality clause in the Constitution does not speak of mere formal equality before the law but embodies the concept of real and substantive equality which strikes at the inequalities on account of vast social and economic differentiation and is thus frequently an essential ingredient of social and economic justice. In short, the Court has equated the security clause in the Constitution so as to mean that the people of the country ought to be secured of socio-economic justice by a fusion of Fundamental Rights and Directive Principles of State Policy. As a matter of fact this Court has been candid enough on more occasions than one and rather frequently to note that socialism ought not to be treated as a mere concept or an ideal, but the same ought to be practised in every sphere of life and be treated by the law courts as a constitutional principle since the law courts exist for the society and are required to act as guardian angels of the society. As a matter of fact the socialistic concept of law is very well laid in Part III and Part IV of the Constitution and the Constitution being supreme, it is a bounden duty of the law courts to give effect and offer reality to such a concept.

In this context reference to the Constitution Bench decision of this Court in *Nakara case* (*D.S. Nakara v. Union of India*)² seems to be rather apt. This Court stated that democratic socialism aims to end poverty, ignorance, disease and inequality of opportunity. The primary impact of socialism as a matter of fact is to offer and provide security of life so that the citizens of the country may have two square meals a day, and maintenance of minimum standard of life, it is expected, would lead to the abridgement of gap between the haves and the have nots. The feudal exploitation and the feudal concept of law ought not to outweigh the basic structure of the Constitution or its socialistic status.

Ours is a Socialist State as the Preamble depicts and the aim of socialism, therefore, ought to be to distribute the common richness and the wealth 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

33) 1 SCC 305 : 1983 SCC (L&S) 145 : AIR 1983 SC 130

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 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 it is from this perspective again that the enactment in the statute-book as noted 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 arose 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 such 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 after completion of 240 days in the year with the Board, the matters were referred to the Conciliation Officer, Panipat culminating however in an order in reference by the State Government on 27-12-1988 to the Labour Court, Ambala which was subsequently transferred to Panipat. On the facts and the evidence taken on record passed the impugned award, the Labour Court, Panipat, recording therein that the workmen are otherwise entitled to reinstatement with continuity of service along with 10% back wages 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 Board filed 37 writ petitions in the High Court of Punjab and Haryana, which were, however, disposed of by a common judgment and order dated 24-1-1990, inter alia, recording that there existed a relationship of employer-employee between the workmen between the appellant-Board and the respondents and by reason wherefore, the High Court directed reinstatement of the respondents with continuity of service though, however, without back wages. While

these matters the Division Bench of this Court in *Union³* wherein it

"3. Who is employed? The question raised here before the High Court, we give our answer entered into agreement with the Respondent-Union. The employer-employee relationship between the Workmen.

4. This argument is based on the 'tooth and claw' and under the Law. But the human element and industrial jurisprudence is a branch of Third World Law. Preamble to the Constitution relied on British and American law is not decisive and the relationship is different. The rule of law which prevails in conditions of poverty and under-employment. Raw society is not competitive market economy. The law when the workmen have no livelihood through all the classical law of contract and exploitative situations is an error in its holding.

5. The true test is whether the worker or group of workers are engaged in these goods or services. In fact, the employer, by providing subsistence, skill, and training, chokes off the workmen from intermediate contractor or direct relationship. The veil or looking at the matter we discern the naked reality, that the arrangement, that the immediate contractor, the legal form depending on the industry, the local conditions.

39 is a pointer in that direction. It is a certain social and economic right to be accrued to the citizen. Article 39(a) it is seen that the State is so that the citizens — men, women and children — means of livelihood and it is in the statute-book as (Abolition) Act, 1970] ought to be. Economic justice may be achieved only.

above, be it noted these approaches of the Division Bench of the High Court.

Haryana State Electricity Board") is a statutory Board of power to urban and rural areas and stations.

stations clean and hygienic. It awards contracts to contractors to keep the clean and hygienic. One of the objects, for "proper, complete removal of garbage from the Main Road" per month with a stipulation of effect from 15-5-1987 for the contractor took over the work. He stated Safai Karamcharis.

a dispute raised by the Safai Karamcharis to be absorbed permanently on the Board, the matters were referred to the Labour Court in 12-1988 to the Labour Court at Panipat. On the further appeal upon consideration of the impugned award, the respondents are otherwise entitled to get with 10% back wages. No further consideration should be made in the matter it ought to be. The Court, the appellant management and Haryana, which was set aside and order dated 24-1-1974. The relationship of employer and respondents and by reason of the respondents' failure to pay back wages. While dealing

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

"3. Who is employee, in labour law? That is the short, dichotomous 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 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 and industrial jurisprudence. The source and strength of the industrial law of Third World Jurisprudence is social justice proclaimed in the preamble to the Constitution. This Court in *Ganesh Beedi case*⁴ 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 sense of law which runs to the aid of the rule of life. And life, in conditions of poverty aplenty, is livelihood, and livelihood is work with its wages. Raw societal realities, not fine-spun legal niceties, not competitive market economics but complex protective principles, shape the law when the weaker, working class sector needs succour for livelihood 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 law, the employer. He has economic control over the workers' subsistence, skill, and continued employment. If he, for any reason, strikes off, the worker is, virtually, laid off. The presence of intermediate contractors with whom alone the workers have immediate relationship *ex contractu* is of no consequence when, on lifting the veil or looking at the conspectus of factors governing employment, we 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

(1978) 4 SCC 257 : 1978 SCC (L&S) 506 : 1978 Lab IC 1264
Mysore Ganesh Beedi Works v. Union of India, (1974) 4 SCC 43 : 1974 SCC (L&S) 205 :
 (1974) 1 LLJ 367 : AIR 1974 SC 1832

labour legislation casts welfare obligations on the real employer, based 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. 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 not, however, alter the situation as regards the existence of relationship of employer and the workmen and thus between the Board and the claimant 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 therein:

"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 surface or real. After critically examining the evidence led in the case, the court below has come to the conclusion that there existed a relationship of 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 taking into contextual facts and upon lifting of the veil, question of having any opinion as regards the exact relationship between the contesting parties would not arise and as such directed reinstatement though, however, with any back wages. While it is true that the doctrine enunciated in *Saloman & Co. Ltd.*⁵ 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 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 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.

for regulation and enforcement of contract in accordance with the provisions hereinbefore, this

year 1970, to regulate certain circumstances in which labour stood before the law. Some labour practices

11. Incidentally, however, it is not to do away with the various fields of employment and the various employment arrangements, the Act of 1970 is a matter of fact the provisions pertain to

and however engaged in the interest of the

12. The legislation therein

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(ii) to regulate the various such employment

13. There is, however, no effect that in the event of the establishment for seasonal

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v. *United Labour Union*

14. While recording conclusions therefor Majmu

"It has to be kept in mind that the establishment is a tripartite

principal employer is the contractor

intermediary the employer

statutory obligations flow from the working conditions

intermediary contract

real employer, but for regulation and abolition of contract labour. Conceptually, the Court has held that the abolition 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 in the year 1970, to regulate contract labour and to provide for its abolition in circumstances since prior to such, the factum of engagement of contract labour stood beset with exploiting tendencies and resulted in a despicable labour practice.

Incidentally, however, be it noted that the legislature did not feel it incumbent to do away with the contract labour altogether, since there are various fields of employment where it is not otherwise possible to have continuous employment and as such, regard being had to the necessities of the situation, the Act of 1970 provides for continuation of contract labour. In the matter of fact the legislature in the enactment has itself provided for provisions pertaining to the working conditions of contract labour, and however engagement of contract labour becomes invariable or necessary in the interest of the industry concerned.

The legislation therefore subserves a twin purpose, to wit:

- (a) to abolish the contract labour; and
- (b) 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 the effect that in the event the contract labour is employed in an establishment for seasonal workings, question of abolition would not arise in the event of the same being perennial in nature, that is to say, in the event of the engagement of labour force through an intermediary which is not in the ordinary course of events and involves continuity in 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 a direct employee. This aspect of the matter has been stated with great lucidity, by one of us (Majumdar, J.) in *Air India Statutory Corporation v. United Labour Union*⁶.

While recording concurrence with Ramaswamy, J. but presenting his reasons therefor Majumdar, 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

the intent in the matter itself, it appears that the enactment

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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 meaning of the Indian Electricity Act, 1910 and the Electricity Supply Act, 1948. This maintenance work cannot by any stretch be ascribed to be of a casual nature but a continued effort to achieve the purpose of its existence as envisaged in the statute. The number of employees required for such purpose has 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 Exb. M-5) depict the overall control of the working of contract labour including administrative control being with the Board. We deliberately refrain ourselves from going into the same, since that would expand 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 disputed. It is on this perspective that the High Court also thought it fit to record its 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 concurrence 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 manifestly 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 case before coming to such a conclusion. Otherwise, also in view of the law laid down by the Supreme Court in *R.K. Panda case*⁷ 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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40), para 66)

"In this behalf, it is contract labour system, is under statutory obligation between the contractor relationship stood rest contract labour as its er the workmen in the resp required to be absorbed.

20. It has to be kept in mind that there was any genuine contract. It was a genuine contract. Section 10 of the Contract Act, 1872, following the procedure laid down in the present case, it was found by the court that the so-called contractor had procured labour for himself through a broker or an agent of the management. The father Shri Kashmir Singh had made a statement that under these circumstances, the genuine contract system would have acted as only a licensed contractor employing labour. It is to be noted that nothing was brought to the notice of the relevant time was registered under the Labour Regulation and Abolition Act, 1948. The employer and the so-called contractor under the Act, it is to be noted that the so-called contractor and a screen and disguise which can be pierced and the result is, on one hand, and the employer

21. Before we conclude, it is to be noted that the learned advocate has submitted that, to the effect of the Board's decision, the Board has in fact found that there is documentary evidence to show that, however, no such case has been brought before the Labour Court or before

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petitioner, the nature of duties of workmen, the continuity of the work and the fact that the wages were supervised and controlled not by the workmen in the discharge of their conditions of contract of the work, there is no other conclusion that there existed a relationship of employer and employee between the contesting parties and the Labour Court's finding is impugned in this petition."

It is that the Contract Labour Regulation Act is a beneficial piece of legislation which should receive the widest possible interpretation unless words are taken to their literal meaning. It is an injustice to the framers of the Act if by this Court and we need not say that the law courts exist for the purpose of settling the question posed in the matter of interpretation, on a question of interpreting the Act, it could not be justified. On the other hand, the amplitude ought to be offered to the Act so that the legislation would lose its purpose and the mercy of the intermediary.

It is a part of law is no longer available. The Act is a beneficial piece of legislation. The democratic polity ought to be enshrined in the Constitution. From this perspective the question arises as to whether the cry of the labourers for more than 240 days in the year supervised and administered by the Board is in violation of the Constitution — the answer is in the affirmative. The law courts exist for the society and the law courts ought to rise to the expectation of the people. The law courts should act as contra public interest but

as in the case of *Dena Nath v. National Union of Gujarat Electricity Board Employees v. Gujarat Electricity Board Employees Corpn. v. United Labour Union v. India case*⁶ appears to have

opened the edges of *Dina Nath*⁶ ratio. While dealing with this issue in *Air India case*⁶ this Court has, as a matter of fact taken note of more or less the entire catena of cases pertaining to contract labour and we do thus feel it is not really unnecessary to deal with the same in extenso excepting however recording some observations of this Court in *Air India case*⁶ as below: (SCC 140, 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."

20. It has to be kept in view that this is not a case in which it is found that 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 per 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 who 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 found that the management witness Shri A.K. Chaudhary also could not tell whether Shri Kashmir Singh was a licensed contractor or not. That workman 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 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 the 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 was to the effect that the so-called contract system was a mere camouflage, a device and a screen and disguised in almost a transparent veil which could easily be pierced and the real contractual relationship between the Board, on the one hand, and the employees, on the other, could be clearly visualised.

21. Before we conclude, the other aspect of the matter as has been contended 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 the necessary 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

the ends of justice permitted the appellant to file documentary evidence in support of the same and as such three weeks' time was granted at 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 circumstances, no such opportunities are granted, especially at this stage of the proceeding, but by reason of special facts, which are singularly significant, 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 such an opportunity to the appellant.

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.

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 1999⁴, 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 a statute which requires that a particular act should be done by a party-in-person — 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 persons arrayed as respondents in a criminal revision petition — Permission denied by Sessions Judge on ground that the request for permission does not emanate from the parties concerned themselves — Writ petition dismissed by Single Bench of the High Court and writ appeal by the Division Bench of the High Court — Division Bench of the High Court rightly dismissed the writ appeal by power-of-attorney holder — Practice and procedure — Appearance in court — Words and phrases — "Power of attorney", "pleader"

Held:

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

† From the Judgment and Order dated 10-12-1998 of the Kerala High Court in W.A.No. 1998.

DISTRICT—MEGHALAYA

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 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.

Centre

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19 MAR 2005

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Filed by the
Applicant - by
Sri B. Saikia
through
Sohel Ladd
Advocate

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 15th day of March 13,
2004 at Guwahati.

Identified by me

Advocate's Clerk

Bhabesh Saikia
Deponent

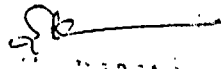
DEPARTMENT OF POSTS: INDIA
OFFICE OF THE CHIEF POSTMASTER GENERAL N.E. CIRCLE: SHILLONG-793 001.

No.Bldg/ 7-122/32

Dated at Shillong, the 19-02-4 2003.

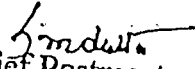
Sanctioned of the Chief Postmaster General, N. E. Circle, Shillong is hereby conveyed to the payment of a sum of Rs. 3,000.00 (Rupees Three Thousand Only) for the Shri B. Bolkya Gollamher Postal Civil En. Shillong being the cost of ring of thirteen G.I. line Lineto Postal Compound at Lakland Shillong.

The expenditure is debitable to the head of Account 3201-205-00-1-01 and will be met from the fund placed at the disposal of Circle Office, Shillong for the current financial year 2002-2003.


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. Bolkya Gollamher 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.
- 6.


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

-4-

Any No. B.

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

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

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 for Seven only to Shri B. Saikya Pullencher KCD Shillong, & being the repairing of water pipe in Wanchherji quarter at Wakland Shillong.

The expenditure is debitable to the head of Account '01-101-21' C.A. and will be met from the fund placed at the disposal of Circle Office, Shillong for the current financial year 2003-2004.

(J. 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 P. Saikya POD 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.

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

By Registered Post

No. 60-16/2002-SPB-1
GOVERNMENT OF INDIA
MINISTRY OF COMMUNICATIONS & I.T.
DEPARTMENT OF POSTS
DAK BHAVAN, SANSAD MARG
NEW DELHI-110001

DATED: 18/9/2002

To,

All Principal Chief Postmasters General / Chief Postmasters General

Subject: Optimisation of direct recruitment to civilian posts.

Sir / Madam,

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 Heads 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. Heads 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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3. In accordance with the DOP&T's OM dated 16/5/2001 referred above, the remaining vacancies (5604) meant for direct recruitment which are not elected 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 issued with the concurrence of Integrated Finance Wing of the Department of Posts vide their Diary No. 436/FA/2001/CS, dated 17/9/2003.

Receipt of this communication should be acknowledged.

Yours faithfully,

(R Srinivasan)

Assistant Director General (SPR)

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.
4. 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 (SPR)

18.9.03

DEPARTMENT OF POSTS
ANNUAL DIRECT RECRUITMENT PLAN FOR THE YEAR 2002
STATEMENT OF VACANCIES APPROVED BY THE SCREENING COMMITTEE FOR BEING FILLED UP FOR THE YEAR 2002

Sl. No.	Name of Circle	Officer (VMS)	IPD	PA (Postal)	Postmat (Postal)	Steno (Postal)	Envel (Postal)	Group-D (Postal)	PA (SSCO)	TOTAL
1	Andhra Pradesh	14	15	16	17	18	19	20	21	22
2	Assam	3	7	119	27	0	5	40	2	228
3	Bihar	0	6	54	11	0	0	16	2	99
4	Chhatisgarh	0	6	56	12	0	0	24	3	114
5	Delhi	0	2	30	4	0	1	13	0	56
6	Guaratar	2	4	31	8	0	0	8	1	58
7	Haryana	6	9	120	19	0	0	32	1	207
8	Himachal Pradesh	0	1	40	3	0	0	10	1	58
9	Jammu & Kashmir	1	0	6	1	1	0	0	0	10
10	Jharkhand	0	0	9	1	0	0	3	0	15
11	Karnataka	0	2	31	4	0	0	12	0	49
12	Kerala	1	6	104	18	0	0	26	2	161
13	Madhya Pradesh	0	3	107	18	1	5	27	2	181
14	Maharashtra	1	5	32	6	0	0	11	0	62
15	North East	4	5	206	34	0	0	45	2	298
16	Orissa	3	2	29	9	0	0	14	1	62
17	Punjab	3	2	52	13	0	0	12	0	81
18	Rajasthan	1	5	146	6	0	0	14	1	177
19	Tamil Nadu	0	5	76	10	0	0	15	2	108
20	Uttar Pradesh	3	3	163	31	0	0	38	3	257
21	Uttaranchal	0	3	163	35	0	0	52	2	285
22	West Bengal	0	1	24	2	0	0	4	0	33
		3	3	59	28	0	0	35	0	161
	TOTAL	31	34	1657	300	2	16	455	25	2750

NO. 60-15/2002-SPE-I
Date: 18.09.2003

Assistant Director General
in S&R (S&R)
Ministry of Posts
New Delhi 110011

Amr. C. Gupta

DEPARTMENT OF POSTS: INDIA

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

SHILLONG: 708001.

The staff / 1337 /

dated the Shillong the 11th 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.

- 9 -

65 A.W. No. E 72

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 Bhimbosh Saitan

Ref :-

Your 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, 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 SC/ST 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.

8/11/01

Executive Engineer
Postal Civil Division
Shillong.

Copy to :-

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

8/11/01

Executive Engineer
Postal Civil Division
Shillong.

MN/-