

**CENTRAL ADMINISTRATIVE TRIBUNAL  
JAIPUR BENCH, JAIPUR**

**ORIGINAL APPLICATION NO. 103/2006**

**Date of order: 18.01.2010**

**CORAM:**

**HON'BLE DR. K.S. SUGATHAN, ADMINISTRATIVE MEMBER  
HON'BLE DR. K.B. SURESH, JUDICIAL MEMBER**

Ram Veer Singh S/o Shri Narottam Singh, by Caste Parmar, aged about 50 years resident of Village and Post Salempur, Teh. Baseri District Dholpur presently working as Postman in Baseri Post Office.

...Applicant.

Mr. P.N. Jatti, counsel for the applicant.

**VERSUS**

1. Union of India through the Secretary to the Govt. of India, Department of Posts, Dak Bhawan, Sansad Marg, New Delhi.
2. Principal, Chief Postmaster General, Rajasthan Circle, Jaipur-7.
3. Superintendent Post Offices, Dholpur Division, Dholpur.
4. Inspector Post Offices, Sub Division Bari, Dholpur.
5. The Sub Postmaster, Baseri (Dholpur).

... Respondents.

Mr. Gaurav Jain, counsel for the respondents.

**ORDER**

**(Per Hon'ble Dr. K.S. Sugathan, Administrative Member)**

The applicant is working as a Gram Dak Sevak Mail Carrier (GDSMC) / Gram Dak Sevak Mail Deliverer (GDMSD), Salempur

(Baseri) w.e.f. 04.11.1978. During the absence of the Postman of Baseri, the applicant was engaged to work as a Postman on a stop gap basis in order to manage the delivery work of Postman during the following periods:

- (i) 22.11.2004 to 27.12.2004
- (ii) 18.02.2005 to 20.02.2005
- (iii) 26.02.2005 to 24.04.2005
- (iv) 28.04.2005 to 12.06.2005
- (v) 14.06.2005 to 11.07.2005

Subsequently, the applicant was also engaged to work as a group 'D' employee on a stop gap basis from 01.08.2005 to 19.09.2005 on the basis of undertaking given by the applicant that he will not claim any additional wages for working as a group 'D' employee. The applicant has sought the following relief to this O.A.:

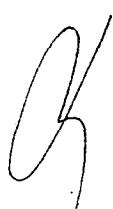
"8.1 That by a suitable write/order or the direction the respondents be directed to draw the pay and allowances in favour of the applicant for the post against the applicant worked with effect from 01.08.2005 and further dated 20.09.2005 as Postman till the date and the services of the applicant be regularised against the vacant post of a Postman."

2. The respondents have filed a reply in which they have stated that the applicant was engaged on a stop gap basis to work as Postman, Baseri in absence of regular Postman during the periods cited in para 1 supra. The applicant has been paid the additional remuneration on account of the aforesaid arrangement. Subsequently, the applicant was also engaged as group 'D' employee on a stop gap arrangement from 01.08.2005

to 19.09.2005 following the retirement of group 'D' employee. The above arrangement was made on the basis of undertaking given by the applicant that he will not claim any additional wages for working as a group 'D' employee. The applicant was again engaged as a Postman, Baseri on 20.09.2005 only for one day. Since 21.09.2005, the applicant has not been engaged on any post of group 'D' or for Postman. There are several judgments of the Hon'ble Supreme Court which lay down the principle that employees engaged on adhoc basis are not entitled for regularisation when they have not come from the normal process of selection.

3. We have heard learned counsel for the applicant Shri P.N. Jatti and learned counsel for the respondents Shri Gaurav Jain. During the course of arguments, the applicants' counsel did not press the relief for regularisation of the applicant. However, he prayed for release of the additional wages payable to him as a result of his engagement as postman/group 'D' employee.

4. The issue of regularisation of adhoc/casual employees has been discussed at length in the judgement of Hon'ble Supreme Court in the case of **Secretary, State of Karnataka & Ors. Vs Umadevi and Ors** reported in AIR 2006 Vol.93 SC 1806. The following extracts from the said judgement is relevant in this regard:

  
"36. While directing that appointments, temporary or casual, be regularized or made permanent, courts are swayed by the fact that the concerned person has worked for some time and in some cases for a considerable length

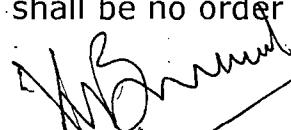
of time. It is not as if the person who accepts an engagement either temporary or casual in nature, is not aware of the nature of his employment. He accepts the employment with eyes open. It may be true that he is not in a position to bargain - not at arms length - since he might have been searching for some employment so as to eke out his livelihood and accepts whatever he gets. But on that ground alone, it would not be appropriate to jettison the constitutional scheme of appointment and to take the view that a person who has temporarily or casually got employed should be directed to be continued permanently. By doing so, it will be creating another mode of public appointment which is not permissible.xxxxx

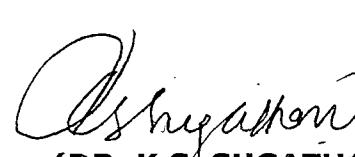
In the context of the aforesaid ruling of the Hon'ble Supreme Court, there is no scope for entertaining the claim for regularisation. We therefore out-rightly reject the applicant's claim for regularisation. As regards the applicant's claim for additional wages for the period he was engaged as Postman/Group 'D' employee, it is seen from the reply statement that he has been paid difference of wages for the period in which he was engaged as a Postman. As far as period from 01.08.2005 to 19.09.2005 is concerned, it is the contention of the respondents that the applicant had given in writing that he did not expect to be paid the higher wages applicable to the group 'D' employee (Annexure R-3). In view of the undertaking given by the applicant, the respondents have stated that he has no right to receive any remuneration for that period and that he had already received his normal TRCA for the GDSMC/MD Post that he is holding. We are not persuaded to accept the said contention of the respondents. The respondents are a model employer and it can not be expected from such a model employer that work involving in higher responsibility will be



taken from an employee without paying the additional remuneration that he would normally be entitled under the rules. As the respondents have utilized the applicant as Group 'D' employee for the period from 01.08.2005 to 19.09.2005 as per their own admission, it is the incumbent on them to pay the applicant the additional remuneration that would become admissible to him for that period.

5. For the reasons stated above, this Original Application is disposed of with a direction to the respondents to grant and pay the additional remuneration that is admissible to the applicant for the period from 01.08.2005 to 19.09.2005 during which the applicant served as a Group 'D' employee, within a period of three months from the date of receipt of copy of this order. There shall be no order as to costs.

  
**(DR. K.B. SURESH)**  
**JUDICIAL MEMBER**

  
**(DR. K.S. SUGATHAN)**  
**ADMINISTRATIVE MEMBER**

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