

**CENTRAL ADMINISTRATIVE TRIBUNAL
CUTTACK BENCH**

OA No. 671 of 2012

Present: Hon'ble Mr. Gokul Chandra Pati, Member (A)

Sri Rabindranath Pati, aged about 58 years, S/o Late Gunanidhi Pati,, permanent resident of Village:Jhinkardih, Post: Alipingala Via: Chatra, District: Jagatsinghpur, now working as GDS Packer cum Mail Deliverer (GDS Packer cum MD) of Atharbanki-Paradeep Railway Colony Post Office, (APR Colony P.O) Paradeep, District:Jagatsinghpur, Odisha.

.....Applicant

VERSUS

1. Union of India represented through the Secretary-cum-Director General of Posts, Dak Bhawan, Sansad Marg, New Delhi.
2. Chief Post Master General, Odisha Circle At/Po-Bhubaneswar, Dist-Khurda
3. Superintendent of Post Offices, Cuttack south Division, At-P.K. Parija Marg, Post-Cuttack, G.P.O. Dist-Cuttack
4. Inspector of Posts, Kujanga Sub Division, At/Po-Kujanga, Dist-Jagatsinghpur.

.....Respondents.

For The applicant : Mr. N.R. Routray, counsel

For the respondents: Mr. D.K. Mallick, counsel

Heard & reserved on : 12.04.2019

Order on :22.04.2019

O R D E R

Per Mr. Gokul Chandra Pati, Member (A)

The Original application (in short OA) was filed under section 19 of the

Administrative Tribunals Act, 1985 seeking following reliefs:-

“In view of the facts stated above, it is humbly prayed that Hon'ble Tribunal may be pleased to declare and direct that extracting work of 2 persons from one person in the name of temporary arrangement for @ 7 years is bad in law, exploitation of labour and harassment to lower class employee.

And

Direct to pay the allowances (TRCA) of both the posts i.e., of GDSMD and GDS Packer with due interest and cost.

OR

Direct to pay the allowance (TRCA) of GDSMD with 18% interest and adequate cost and compensation.

And any other order(s) as the Hon'ble Tribunal deems just and proper in the interest of justice. ”

2. Briefly stated, the applicant is aggrieved by action of the respondents to entrust additional duty to the applicant for about 7 years without paying any additional remuneration for the extra work. The applicant was initially appointed Express Delivery Messenger. After abolition of the post, he was absorbed as Extra Departmental Packer (in short 'GDS-Packer') i APR Colony SO. It is stated in the OA that the area is highly populated and the work justifies two posts of full time postman. Other GDSMD who was working in APR Colony SO represented for transfer and eventually, he was transferred. The applicant was directed the applicant to look after the additional charge of the GDSMD on temporary basis vide order dated 3.10.2005 (Annexure-A/1) in addition to his own duty. It is stated that although he was doing the work of the Packer and Mail Deliverer (in short MD), he was being paid allowances applicable for the Packer, which was less than the MD. The GDSMD is paid a higher allowance of Rs. 1000/- per month since his work involves outdoor delivery of mail. The applicant discharged the duty of both Packer and PD for a long time without any additional payment, for which he has filed the OA.

3. In the Counter, the respondents have averred that the claim of higher allowance needs to be examined with reference to the actual work load. As per the rules, the applicant, being GDS Packer is to be engaged for maximum 5

fours daily. It is required to verify the claim of higher work load by the applicant and if it is found that the work load is heavier, appropriate proposal will be given to the authorities. However, the applicant has been relieved from the duty of GDS Packer and is being engaged as GDSMD only from 11.6.2012. The claims of the applicant have not been rejected by the respondents in the Counter. It is stated that these need to be examined before taking a decision.

4. The applicant has filed Rejoinder, stating that the respondents have posted one postman on 19.12.2017 after the applicant discharged the duty for about 12 years. The newly posted postman has been given 50% of the delivery work after assessing the workload. The respondents were not willing to pay the combined duty allowance to the applicant who claims to be putting about 12 hour duty daily when he was discharging the additional charge of GDSMD for the period from 3.10.2005 to 10.6.2012 and was discharging the workload of two postman/deliverer from 11.6.2012 to 19.12.2017.

5. The respondents have filed a Rely to the Rejoinder, stating that the APR Colony Post Office does not have a post of postman. It has two posts of GDSMD. In view of the public complaint about delivery of mail, one postman has been deployed from Tirunelveli SO. The work of two GDSMD is now being managed by one postman and two GDSMDs due to increased workload. The applicant is therefore, not eligible for the TRCA as the postman. The contention of the applicant that for the period from 11.6.2012 till 19.12.2017 he had managed the entire delivery work is denied in the Reply to Rejoinder. It is further stated that the respondents vide order dated 25.2.2019 (Annexure-D/4 to the Reply to the Rejoinder) have sanctioned the combined

duty allowance in favour of the applicant for the period from 3.10.2005 till 10.6.2012.

6. Having regard to the oral submissions made by the counsels for both the sides and the pleadings available on record, it is noted that the fact that the applicant was kept in additional charge of the GDSMD from 3.10.2005 till 10.6.2012 is not disputed. In fact, the respondents have sanctioned the combined duty allowance vide order dated 25.2.2019 in favour of the applicant after more than 7 years from the date he was relieved from the duty as GDS Packer. There is nothing in the pleadings of the respondents to contradict the averments and claims of higher workload in the OA. It is not explained by the respondents why sanction of the combined duty allowance in favour of the applicant took such a long time or why the workload assessment for the area could not be completed at least after filing of the OA in 2011.

7. From above facts, it is clear that injustice has been committed to deprive the applicant of timely payment of his legitimate dues/allowances to which he was entitled as per law, based on the additional charge and there is no explanation on record for delay in sanction of the combined duty allowance in favour of the applicant.

8. In addition, the contention of the applicant that he was discharging the duty of both GDS Packer and GDSMD from 3.10.2005 till 10.6.2012 has not been disputed. It is stated by the respondents that after 10.6.2012, the applicant was deployed to work as GDSMD and not as GDS Packer. It is also stated by the applicant that the TRCA of the GDSMD is higher by about Rs.

1000/- per month than the TRCA of the GDS Packer. Hence, from the facts on record, the applicant is entitled for the ATRCA applicable for the GDSMD till he was engaged as GDSMD either exclusively or in addition to his duty as GDS Packer. Whether the applicant was being paid the TRCA applicable for the MD or Packer for the period from 3.10.2005 till 10.6.2012 and from 11.6.2012 although he was working as GDSMD, has not been stated clearly in the pleadings of the respondents. It is noticed that in para 8 of the Reply to the Rejoinder filed by the respondents, it is stated that the applicant was paid the TRCA admissible to the post of GDS Packer. Since the applicant was continued as GDSMD after being relieved of the additional charge of GDS Packer after 10.6.2012, he will be deemed to be engaged as GDSMD from 3.10.2005 and hence, he will be eligible for the TRCA applicable for the post of GDSMD from 3.10.2005 till such time he was engaged as GDSMD in the APR Colony Post Office in addition to the combined duty allowance for the period from 3.10.2005 till 10.6.2012 when he was discharging the duty of both GDSMD and GDS Packer of the APR Colony Post Office.

9. In view of the facts as discussed in the preceding paragraphs, the respondents are directed to sanction the TRCA applicable for the post of the GDSMD of APR Colony Post Office in favour of the applicant from 3.10.2005 till he was engaged as the GDSMD in APR Colony Post Office and pay the arrear TRCA after deducting the TRCA already paid to the applicant. In addition, the applicant will also be entitled for the combined duty allowance for the period he was discharging the duty of both GDSMD and GDS Packer from 3.10.2005 till 10.6.2012, which has been belatedly sanctioned by the

respondents vide order dated 25.2.2019 (Annexure-D/4 to the Reply to the Rejoinder). Since no explanation for delay in sanction of the combined duty allowance has been furnished by the respondents, I am also inclined to allow the prayer of the applicant for payment of interest on delayed payment of the combined duty allowance at the rate of 6% per annum from 10.6.2012 till the date of actual payment of total combined duty allowance as per the order dated 25.2.2019 to the applicant. The respondents are to comply this order within three months from the date of receipt of a copy of this order.

10. The OA is allowed to the extent as mentioned in para 8 and 9 above. No cost.

(GOKUL CHANDRA PATI)
MEMBER(ADMN.)

K.B.