

**Dharmendra Kumar Shukla Vs. Telecom District Manager and ors.**

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**SooperKanoon Citation :** [sooperkanoon.com/464299](http://sooperkanoon.com/464299)

**Court :** Allahabad

**Decided On :** Mar-18-2004

**Reported in :** 2004(2)AWC1846

**Judge :** Vineet Saran, J.

**Appeal No. :** C.M.W.P. No. 5985 of 2003

**Appellant :** Dharmendra Kumar Shukla

**Respondent :** Telecom District Manager and ors.

**Advocate for Def. :** H.C. Dubey, Adv. and B.N. Singh, S.C.

**Advocate for Pet/Ap. :** I.P. Singh and Pradeep Upadhyay, Advs.

**Judgement :**

**Vineet Saran, J.**

1. The petitioner claims that he was appointed and posted as computer operator in the office of respondent No. 1 and continued to work as such upto 31.5.2001 but thereafter he has not been paid his salary. He had earlier approached Central Administrative Tribunal, Allahabad for redressal of his grievances. The Original Application No. 1159 of 2002 was disposed of by the Central Administrative Tribunal on 22.10.2002, with the direction that the Telecom District Manager, Mau, respondent No. 1, shall consider and decide the representation of the petitioner

with regard to his grievance within a period of one month. In response thereto, the petitioner filed a representation before the respondent No. 1 who by his order dated 12.11.2002, rejected the same. Aggrieved by the said order the petitioner has filed this writ petition with other ancillary prayers regarding regularisation of his services and payment of salary.

2. I have heard learned counsel for the parties and perused the record. Counter and rejoinder-affidavits have been exchanged between the parties and with consent of the learned counsel for the parties, this writ petition is being disposed of at the admission stage itself.

3. By the impugned order it has been categorically stated that a contract for Data-entry was given to Chetna Computer Education and Data Feeding Institute, of which the petitioner was the proprietor. The bid of the said firm being the lowest for the years 1998--99, 1999-2000 and 2000-2001, the petitioner, being the proprietor of the firm, was permitted to work as computer operator and do the work of Data entry. Thereafter, for the year 2002-2003, the said contract was awarded to another firm, M/s. Balance Hitech and thus thereafter no further work was taken from the petitioner. It has further been observed in the Impugned order that the papers produced by the petitioner along with his representation were all forged and fabricated by him as the same had never been issued by the respondent-Corporation.

4. The petitioner has not been able to produce before me any appointment letter in his favour or any advertisement in pursuance to which applications for appointment of computer operator had been invited. It is the clear case of the respondent-Corporation that there is no sanctioned post of computer operator and the work of data-entry is, taken only on contract basis by inviting tenders through advertisement. Since the petitioner, on behalf of his firm, had worked with the respondent-Corporation on contract basis (which may have extended for three years or even more), in my view he would not acquire any right for appointment on the post of computer operator specially in view of the fact that there is no such post available in the Department. The petitioner having failed to show that he was ever appointed on the post of computer operator in the respondent-Corporation,

the question of regularisation of his services does not arise. Thus, the impugned order dated 12.11.2002 refusing to grant relief to the petitioner is perfectly justified and does not call for interference.

5. However, the learned counsel for the petitioner submitted that the finding recorded in the impugned order that the papers submitted by the petitioner (along with the representation) were forged and fabricated by him were ex. parte and no opportunity had been afforded to the petitioner to explain his conduct. Such being the position, in my view the said findings/observations of the respondent No. 1, made in the impugned order dated 12.11.2002 are liable to be set aside and are, accordingly, quashed.

6. It has further been submitted by the learned counsel for the petitioner that certain payments for the period during which the petitioner had actually worked as computer operator, have yet not been made to him. Learned counsel for the respondents has submitted that in case if the petitioner approaches the Telecom District Manager (TDM), Mau, respondent No. 1, with regard to such grievance along with the proof that payments have still not been made, the said respondent No. 1 shall consider and decide the same in accordance with law. In view of the stand taken by the learned counsel for the respondents, it is directed that the representation of the petitioner, if made, shall be decided in accordance with law, after affording an opportunity of hearing to the petitioner, within a period of six weeks from the date of the filing of the same.

7. With the aforesaid observations/directions, this writ petition is disposed of. No order as to cost.