

GAHC010108162011



THE GAUHATI HIGH COURT
(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)

Case No. : WP(C)/5245/2011

SMTI MANASA BARMAN
W/O LT PRATAP BARMAN, R/O GUNAMOYEE ROAD, BARMANPARA,
TARAPUR, SILCHAR, P.T.C. WORKER, ONGC, LTD ER, CACHAR FORWARD
BASE, SRIKONA, SILCHAR, DIST CACHAR, ASSAM

VERSUS

THE OIL AND NATURAL GAS COMMISSION LTD. and ORS
HAVING ITS REGD. OFFICE AT JIBANBHARATI TOWER-II, 8TH FLOOR, 124
CONNAUGHT CIRCUS, NEW DELHI-110001

2:THE OIL AND NATURAL GAS COMMISSION LTD

REP. BY ITS GENERAL MANAGER
ONGC
CACHAR PROJECT
SILCHAR
DIST CACHAR
ASSAM

3:THE MANAGER PandA-I/C
H.R./E.R.
ONGC LTD
E.R.B.C. CACHAR PROJECT
SRIKONA
SILCHAR-788026
DIST CACHAR
ASSAM

4:THE CHIEF MEDICAL OFFICER
CACHAR FORWARD BASE
SILCHAR

ASSA

For the Petitioner(s) : Ms. P. Chakraborty, Advocate
: Mr. K. Khan, Advocate

For the Respondent(s) : Mr. P. K. Roy, Sr. Advocate
: Mr. S. K. Chakraborty, Advocate

**BEFORE
HONOURABLE MR. JUSTICE DEVASHIS BARUAH**

ORDER

Date : 17.07.2023

1. The instant writ petition has been filed seeking a Mandamus directing the Respondent Authorities to regularize the services of the Petitioner as was done in respect to other similarly situated persons in terms with the orders dated 29.09.2008 and 01.02.2007 enclosed as Annexure-13 and Annexure-14 respectively to the writ petition.

2. The facts involved in the instant case is that the Petitioner claims that she joined the service under the Respondents through a contractor namely Sri. M. K. Paul on 29.08.1988 and since then she was rendering her regular service to the Respondents from time to time. On the basis thereof, the Petitioner therefore seeks that a Mandamus be issued to the Respondent Authorities for regularization of her services and to pay the salary to her which other employees were getting doing the similar works.

3. The learned counsel for the Petitioner submits that since 2013, the Petitioner has not been working in the Respondent Corporation and as such the claim for regularization of the service of the Petitioner does not arise. However,

she submits that the Petitioner should be granted the similar benefits as was granted to all contractual workers vide Annexure-14 whereby a Goodwill Package Scheme was announced by the Respondent Authorities.

4. Mr. P. K. Roy, the learned Senior counsel appearing on behalf of the Respondents submitted that a perusal of the representation so submitted by the Petitioner on 05.05.2011 would clearly show that the Petitioner herself had admitted that she was rendering her service from 29th August, 1988 to 1996 under job contractor and thereupon her services was discontinued for 2 (two) years. He further submitted that it is the Petitioner's own claim that in December, 1998 the Petitioner was again engaged. The learned Senior counsel for the Respondents further submitted by drawing the attention of this Court to the affidavit-in-opposition that the Petitioner was appointed as a part time casual worker in the ONGC dispensary, Srikona Cachar for rendering services in cleaning and hygienic maintenance between 9 AM to 10 AM. In fact, the Petitioner has raised an industrial dispute before the Assistant Labour Commissioner (Central), Silchar through the Cachar District, SC & ST Employees Co-ordination Committee, Silchar making demands including regularization. Drawing the attention to Annexure-A to the affidavit-in-opposition, the learned Senior counsel had submitted that Memorandum of Settlement arrived at would clearly show that the terms and conditions stipulated that the wages of the Petitioner would be increased at Rs.100/- per year and the increment would be given w.e.f. 01.07.2008. The learned Senior counsel further submitted that the settlement was valid for a period of 5 (five) years w.e.f. 01.07.2008 and after the completion of 5 (five) years, the Petitioner will no longer in service. The learned Senior counsel further has drawn the attention of this Court that the Goodwill Package Scheme was only granted to those 290 contractual workmen

who were party to the industrial dispute and the award which was challenged before the Supreme Court. The learned Senior counsel submitted that as the Petitioner was not one of the 290 contractual workmen as such the question of the Petitioner getting any benefit under the Goodwill Package Scheme does not arise.

5. I have heard the learned counsels for the parties and perused the materials on record. The admitted fact that the Petitioner is no longer in service from the year 2013 and there being no challenge to her termination, the question of granting the relief for regularization as sought for in the writ petition does not arise. As regards the second aspect of the matter as to whether the Petitioner would be entitled to the benefits under the Goodwill Package Scheme there has been no materials shown to this Court that the Petitioner was a party to the award which was pending adjudication before the Supreme Court in Civil Appeal No.4755/2001 to whom the benefits of the Goodwill Package Scheme was introduced. Under such circumstances, the question of granting the benefits under the Goodwill Package Scheme to the Petitioner does not arise.

6. Considering the above, this Court does not find any merit in the instant writ petition for which the instant writ petition stands dismissed.

JUDGE

Comparing Assistant