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WP No. 1485 of 2015



IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on : 21.07.2026
Pronounced on : 24.07.2026

CORAM

THE HON'BLE MR.JUSTICE T. VINOD KUMAR

WP No. 1485 of 2015

G.Govindaradjou

..Petitioner(s)

Vs.

1.The Union of India
Rep. by the Secretary to Government,
Health Department,
Government of Union Territory of Puducherry,
Puducherry.

2.Pondicherry Aids Control
Society, Rep. by its Project Director,
Victor Simonel Street, Puducherry-605 001.

3.National Aids Control
Organization, Repd. by its Director General,
9th Floor, Chandralok Building,
No.36, Janapath, New Delhi-110 001.

Prayer : Writ Petition is filed under Article 226 of the Constitution of India, to issue a Writ of Certiorarified Mandamus, to call for the records on the file of the second respondent relating to the impugned order dated 14.08.2014 bearing Ref. PACS/Estt/A3/ 2014/269 and quash the same and consequently direct the respondent to stop the increment of the petitioner for the year 2012-13, and grant of increments to the petitioner for the year 2013-14 and 2014-15 as on 02.04.2013 and 02.04.2014 and direct payment of arrears of the salary of the petitioner for the period 02.04.2013 to 08.10.2013.



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WP No. 1485 of 20



For Petitioner(s) : Mr.B.Rajaprabhakar

for Mr.T.Saikrishnan

For Respondent(s) : Mr.A.Tamilvanan

Addl.Govt.Pleader (Puducherry)

ORDER

Heard the learned counsel for the petitioner and the learned Assistant Government Pleader (Puducherry) for the respondents and perused the records.

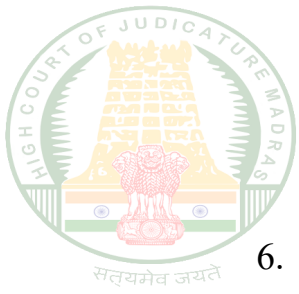
2. The petitioner by the present writ petition assails the action of second respondent in issuing Memorandum dated 14.08.2014, whereby, claim of the petitioner for payment of arrears of salary for the period from 02.04.2013 to 08.10.2013 as well as for the grant of increments for the year 2013-14 and 2014-15 as on 02.04.2013 was rejected.

3. Briefly put, the case of the petitioner is that he was appointed as an Assistant on contract basis in the respondent – Society in the year 1999; that the said contract was being renewed continuously from time to time; that the respondents have also redesignated his appointment as Divisional Assistant; and that he was discharged his duties, without any blemish whatsoever.



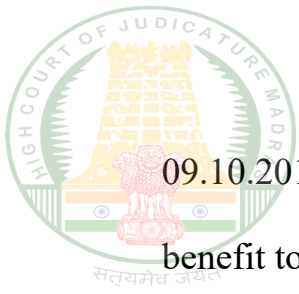
4. It is the further case of the petitioner that as the matters stood, he was issued with a charge memo dated 14.02.2013 stating that medicines worth Rs.3,78,397/- had remained unutilized beyond the expiry date; that “he was negligent” in the discharge of his duties; that he had submitted his explanation to the said charge memo; and that without conducting any enquiry whatsoever, the respondents, by order dated 03.04.2013 retrenched him from service.

5. The petitioner contended that challenging the said order of retrenchment, he had approached this Court by way of writ petition vide W.P.No.10635 of 2013; that this Court, by order dated 17.04.2013 in M.P.No.1 of 2013 was pleased to grant interim stay; that, as the respondents did not comply with the said interim order, he approached this Court by way of contempt application vide Contempt Petition No.1271 of 2013; that when the contempt petition came up for hearing, on behalf of the respondents, it was proposed that the petitioner would be reinstated into service if he agreed for an amicable settlement to resolve the issue by accepting the minor punishment of stoppage of one increment cut without any further effect on the renewal of his contract and other service benefits; that he had agreed to the same; that the respondents thereafter filed a communication dated 24.09.2013 to the said effect; and that this Court taking note of the communication closed the contempt application on 30.09.2013.



6. It is the further case of the petitioner that the writ petition vide W.P.No.10635 of 2013 was thereafter posted for hearing; that this Court, by order dated 21.10.2013 noting that the petitioner had been reinstated into service subject to the penalty of stoppage of one increment and that imposition of penalty would not affect the renewal of his contract of employment and other service benefits, closed the writ petition.

7. It is the further case of the petitioner that though the respondents had undertaken before this Court, both at the time of hearing of the contempt application vide Contempt No.1271 of 2013, as well as the writ petition vide W.P.No.10635 of 2013, that he would be reinstated into service, contrary to the undertaking issued proceedings issued dated 14.11.2013 whereunder the second respondent wilfully and mischievously stated that he is “reengaged” in service with effect from 09.10.2013; that his contract with the respondent society was renewed from 09.10.2013 to 31.12.2013; that, aggrieved by the said proceedings dated 14.11.2013 describing his services as “reengaged” instead of being “reinstated” he once again approached this Court by way of contempt application vide Contempt Petition No.861 of 2014; and that this Court by order dated 10.07.2014, disposed of the said contempt application holding that the use of the word “reengaged” was of no significance in view of the fact that though the order passed on 14.11.2013 the same was to take effect retrospectively from



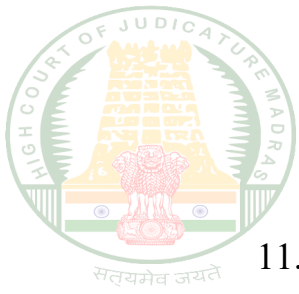
09.10.2013; and that the use of the word “reengaged would not take away the benefit to which the petitioner is lawfully entitled on par with others”.

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8. The petitioner contended that after this Court disposing of the writ petition No.10635 of 2013 on 21.10.2013, and Cont.P.No.861 of 2014 he made a detailed representation dated 31.07.2014 praying for grant of annual increment from 02.04.2014, arrears of salary for the period from 04.04.2013 to 08.10.2013 and also sought for being clarified with increment which has been cut pursuant to the order of punishment; and that in reply to the same, the respondents while accepting that the punishment was confined only to the stoppage of one increment and that he had continued in service passed impugned order denying back wages i.e. for the period from 04.04.2013 to 08.10.2013; and that the impugned order issued by the respondent is contrary to the acceptance made by the respondents before this Court in W.P.No.10635 of 2013 and Contempt No.1271 of 2013 respectively.

9. Counter affidavit on behalf of the respondent is filed.

10. The respondent by the counter affidavit contended that the petitioner had approached this Court by suppressing material facts, distorting the earlier order of this Court and attempting to reopen the issues that have already been conclusively settled in the earlier proceedings, including two contempt petitions.



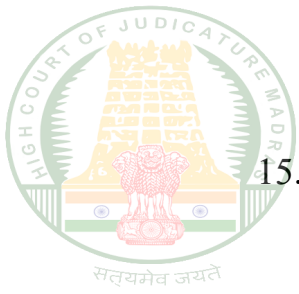
11. The respondents further contended that the claim of the petitioner of having rendered unblemished service is contrary to the record, as his performance assessments for the year 2010-2011, 2011-2012 and 2012-2013 clearly show that he was graded as “not up to the mark, average and poor” respectively, by both the Reporting and Reviewing Officers and was having the complaints of “misprocurement, misinterpretation, misleading their higher authority, indisciplined, no transparency in dealing with files, not cordial with co-workers, no timely execution of work, undue delay in execution of work assigned to him, non-submission of reports in time resulting in delay in achieving physical and financial target of National AIDS Control Organisation”, even though he had attended many National Level Procurement Training Programmes with the sponsorship of nomination by the respondent – Society; that his disengagement was not based on a single ministerial lapse alone but on cumulative negligence, disobedience and procedural lapses in the procurement of Opportunistic Infection drugs to HIV/AIDS infected people; that the enquiry conducted revealed that the petitioner was responsible for over-procurement of short-expiry medicines in violation of the guidelines and norms of National AIDS Control Organisation, Government of India, New Delhi; and thus, his disengagement ordered was justified.



12. The respondents by the counter affidavit also contended that in good faith and without prejudice, the second respondent proposed for an amicable settlement through counsel during the hearing of the contempt application vide Contempt Petition No.1271 of 2013 by imposing a minor penalty to which the petitioner voluntarily agreed to accept and based on the mutual understanding the contempt petition was closed and the petitioner was permitted to join duty on 09.10.2013; and that the petitioner having joined duty on 09.10.2013 is not entitled to wages for the period from 04.04.2013 to 08.10.2013 when he did not work during the said period; that the petitioner himself having admitted fault, accepted the punishment and agreed for re-engagement from 09.10.2013 and having voluntarily accepted the terms before the Hon'ble Court cannot now claim wages for a period when he did not render any service; and that the principle of “no work, no pay” would apply squarely.

13. The respondents further contended that the grievance of the petitioner regarding the use of the expression “reengaged” instead of “reinstated” has already been addressed by this Court in Cont,P.No.861 of 2014 and therefore, the petitioner is estopped from raising the very same claim once again.

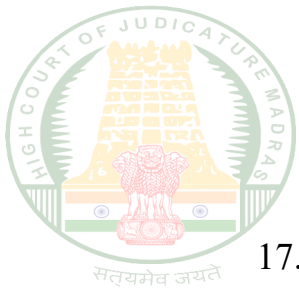
14. Contending as above, the respondents seek for dismissal of the writ petition.



15. I have taken note of the respective contentions urged.

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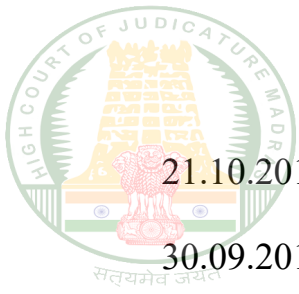
16. The claim of the petitioner in the present writ petition mainly relates to payment of back wages i.e for the period from 04.04.2013 to 08.10.2013 on the basis of the interim order passed by this Court on 17.04.2013 in writ petition No.10635 of 2013, filed challenging the proceedings dated 03.04.2013, whereby the second respondent terminated the services of the petitioner. On this Court granting interim stay of the said order of termination and the respondents not allowing the petitioner to render services, the petitioner had approached this Court by filing a contempt application vide contempt No.1271 of 2013. When the contempt petition was taken up for hearing on 30.09.2013, a letter dated 24.09.2013 addressed by the second respondent was placed before this Court, wherein the second respondent had stated that the services of the petitioner would be engaged during the pendency of the writ petition with effect from 01.10.2013 as per the terms and conditions of National AIDS Control Organisation, New Delhi, subject to the out come of the writ petition vide W.P.No.10635 of 2013 filed by the petitioner before this Court. Taking note of the aforesaid statement made by the second respondent regarding engagement of the petitioner from 01.10.2013, this Court closed the contempt petition. Pursuant to the order of this Court dated 30.09.2013, the petitioner had joined the service on 09.10.2013.



17. Thereafter, the main writ petition No.10635 of 2013 was listed for hearing on 21.10.2013 and the Court, taking noting of the fact that the petitioner had been reinstated into service pursuant to the letter dated 24.09.2013 closed the writ petition.

18. The petitioner thereafter once again approached this Court by way of another contempt application i.e. Contp.No.861 of 2014, wherein the petitioner sought to punish the respondent for the wilful disobedience of this Court dated 21.10.2013 passed in W.P.No.10635 of 2013 claiming that the respondents instead of reinstating him into service, had used the word “reengaged” with a view to denying the benefit. This Court by order dated 10.07.2014, closed the said contempt petition holding that the use of the word “reengaged” was of no significance in view of the fact that the second respondent, by the order passed on 14.11.2013 had stated that the same would take effect retrospectively from 09.10.2013.

19. Upon this Court closing the contempt petition vide Contp.No.1071 of 2014, the petitioner submitted a representation to the second respondent dated 31.07.2014 claiming that he is entitled for arrears of salary from 04.04.2013 till 08.10.2013. However, it is to be noted that the petitioner neither during the hearing of the writ petition vide W.P.No.10635 of 2013 on



21.10.2013 nor when contempt petition No.1271 of 2013 was closed on 30.09.2013, raised his little finger when the respondents stated that he would be engaged into services with effect from 01.10.2013. Further, the petitioner also did not raise the said plea while filing the contempt petition No.861 of 2014 and was agitating only with regard to the usage of the word “reengaged” in place of “reinstatement”; which was duly clarified by this Court vide order dated 02.07.2014.

20. The above being the position, the petitioner having accepted the offer made by the respondents during the course of the hearing of contempt petition No.1271 of 2013 for being taken back into service with effect from 01.10.2013 and, on the basis of the said offer made by the respondents having joined the duty on 09.10.2013; and the writ petition filed by him, thereafter having been closed by recording the aforesaid fact, this Court is of the view that the petitioner cannot now claim that he is entitled to the arrears of salary for the period from 04.04.2013 to 08.10.2013.

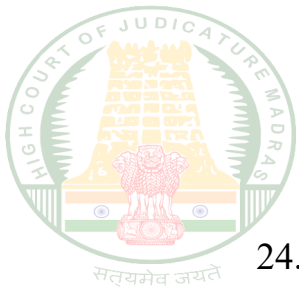
21. Further, the petitioner also did not take any steps to seek clarification with regard to the said aspect either in W.P.No.10635 of 2013 or in the contempt proceedings, despite the orders passed by this Court are on 30.09.2013 and 10.07.2014 respectively.



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22. Thus, this Court is of the view that the petitioner has acquiesced of the fact of his reinstatement/reengagement” into the service of the respondents is only with effect from 09.10.2013. The above being the position, the petitioner, who’s services were availed on contract basis, cannot claim arrears of salary for the period when he did not render any service i.e. from 04.04.2013 to 08.10.2013 by applying the principle of “no work, no play”.

23. In view of the above discussion and analysis, this Court is of the view that the impugned proceedings of the second respondent dated 14.08.2014 by which the claim of the petitioner is rejected does not suffer from any error or infirmity warranting interference by this Court. On the other hand, this Court is of the view that the present writ petition is misconceived, as the petitioner, having acted upon the offer made by the respondents during the hearing of the contempt petition No.1271 of 2013 in W.P.No.10635 of 2013 could not seek payment of arrears of salary when he had not rendered any services/work to the respondents.



24. Accordingly, the writ petition as filed is devoid of merits and is, therefore, dismissed. No order as to costs. Miscellaneous Petitions if any, stand closed.

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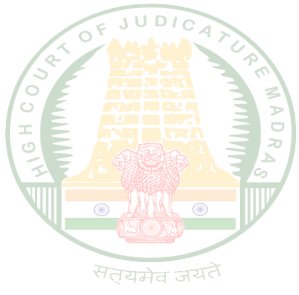
Index : Yes/No
Internet : Yes/No
Neutral Citation : Yes/No
KKD

To

1.The Secretary to Government,
Health Department,
Government of Union Territory of Puducherry,
Puducherry.

2.The Projector,
Pondicherry Aids Control Society,
Victor Simonel Street,
Puducherry-605 001.

3.The Director,
National Aids Control Organization,
9th Floor, Chandralok Building,
No.36, Janapath, New Delhi-110 001.



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T.VINOD KUMAR, J.

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Pre-delivery Order in
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