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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

% **Judgment Dated: 14th July, 2016**

+ W.P.(C) 514/2002

CHIEF. ENGG. DELHI ADMN.KASH.G

..... Petitioner

Through: Mr.Shubhanshu Gupta for Mr.Anuj
Aggarwal, ASC for GNCTD.

versus

DELHI FLOOD CONTROL MAZDOOR UNION Respondent

Through: Mr.Naresh Kaushik, Mr.Vardhman and
Ms.Joymoti Mize, Advocates.

CORAM:

HON'BLE MR. JUSTICE G.S.SISTANI

HON'BLE MR. JUSTICE I.S.MEHTA

G.S.SISTANI, J (ORAL)

1. Rule DB in this matter was issued on 12th February, 2002.
2. Challenge in this writ petition is to the order dated passed by the Central Administrative Tribunal dated 10th August, 2001. The respondents who are workmen of the Delhi Flood Control Department had filed O.A. No.154/2001 through its Union. The respondents sought extension of benefits of an award dated 31st January, 1988 in their favour and for their re-categorization as skilled workers with retrospective effect from 01.01.1973 together with payment of arrears worked out from 01.04.1981 with revisions with effect from 01.01.1986 and 01.01.1996 respectively.
3. The stand of the respondents before the Tribunal was that they were entitled to the benefits under the award dated 31.01.1988 granted to CPWD employees as the CPWD recruitment manual was applicable to the

employees of the Flood Control Department in the absence of any independent rules and regulations of this Department. It was also the stand of the respondents before the Tribunal that in the absence of any independent rules of the Flood Control Department, the CPWD manual was being followed.

4. Reliance was also placed by the respondents on a settlement arrived at between the respondents and the petitioner herein on 06.11.1986 to show that the parties, i.e. the petitioner herein and the respondents, had agreed to rely upon the CPWD manual.

5. Learned counsel for the petitioner submits that the respondents are not entitled to the benefit as per the award dated 31.01.1988 as the respondents were not parties to the said award. Moreover, the CPWD manual was made applicable to the respondents only for specific clauses which is evident upon reading the settlement dated 06.11.1986 itself. Counsel further submits that the benefit of the award cannot accrue to the respondents as the respondent workmen are differently placed and they are performing different duties and they cannot be equated with the workmen of CPWD.

6. Mr.Naresh Kaushik, learned counsel appearing for the respondents, however, submits that the terms of settlement dated 06.11.1986 would show that for all practical purposes the CPWD manual/instructions were being relied upon by the petitioner with regard to all material aspects and benefits to be provided to the workmen by the petitioner including the terms & conditions of employment. While counsel for the petitioner submits that out of the 14 terms of settlement, reliance is placed on the CPWD manual, only on a few grounds of settlement. Learned counsel for the respondents submits that on all material aspects, the parties had agreed to rely on the CPWD

manual be it overtime allowance, uniforms, issue of soap and dusters, ad hoc bonus, recruitment rules, cycle allowance, CPF, GPF, etc. Thus, the petitioner cannot escape the liability on the ground that the respondents were not parties to the award or that the award would not be applicable to the parties.

7. We have heard learned counsel for the parties and have also carefully examined the terms of the settlement dated 06.11.1986. The reading of Clause-1 of the terms of settlement would show that the Management, i.e. the petitioner herein, had agreed to implement the decision of the Supreme Court with regard to the demands No.1 & 6 in the charter of demands in consultation with the Law Department. It is not disputed before us that the award dated 31.01.1988 was the subject matter of the Supreme Court decision. Further reading of the settlement would show that the parties had agreed to rely on the CPWD manual on all material aspects concerning the terms of employment between the petitioner and the respondents-workmen.

8. During the course of hearing before the Tribunal, the petitioner herein was asked to produce the rules of the Flood Control Department, if any, but the rules could not be produced. Thus, it can reasonably be inferred that the parties had agreed to rely upon the CPWD manual.

9. Learned counsel for the respondent further submits that even in the past, the workmen of Delhi Flood Control Department in different streams have been equated and have been granted equal pay in comparison to workmen of CPWD. Attention of the court is drawn to an award passed by the Industrial Tribunal, Karkardooma Courts in case of Mallis of Delhi Flood Control Department being *Sh. Raja Ram Hahto & Anr. v. The Chief Engineer, Irrigation and Flood Control Department, GNCT of Delhi & Anr.*, ID No. 10/08, who had sought parity with Mallis working with the

CPWD. A copy of the award has been handed over in court, as per which, the relief sought by the Mallis working in Irrigation and Flood Control Department was granted and it was held that they were entitled to the same benefits as the Mallis working in the CPWD.

10. Learned counsel has drawn the attention of the court to an office order issued by the Superintendent Engineer dated 22nd April, 2010 to contend that the award of the Central Administrative Tribunal has attained finality. Learned counsel for the respondent has also drawn the attention of this court to an order passed by the Central Administrative Tribunal in ***Delhi Flood Control Mazdoor Union & Ors. v. Govt. of NCT of Delhi & Anr.*** in OA No. 969/2012 pertaining to Motor Lorry Drivers of Delhi Flood Control who had approached CAT seeking parity in pay and allowances with respect to the Motor Lorry Drivers working with the CPWD. It is submitted that this order of the Tribunal has also attained finality and a statement was made by the learned counsel appearing for the department before the Tribunal in contempt proceedings that the order would be complied with within six weeks. Further an office order dated 17th July, 2014 has also been handed over in court to show that the petitioner herein complied with the said order.

11. Counsel further submits that the respondents in the present case are also performing the same duties as their counter parts in the CPWD. He also submits that the petitioner has recently distributed a charter in the year 2014, wherein, it has been mentioned that the department is functioning on the pattern of the CPWD. The relevant part of the Charter reads as under :-

“The department is functioning on the pattern of CPWD. The powers and duties of the officers and technical staff are identical to powers and duties of officers and technical staff of CPWD under Ministry

of Urban Development, G.O.I. as enshrined in CPWD code and CPWD Manuals.”

12. Having regard to the submissions made, in our view, there is no infirmity in the order passed by the Tribunal which would require interference in proceedings under Article 226 of the Constitution of India. There is no arbitrariness or perversity in the order dated 10th August, 2001 passed by the Tribunal.

13. Accordingly, this writ petition is dismissed being devoid of merits. The petitioner is directed to comply with the order of the Tribunal within six weeks of the receipt of this order.

G.S.SISTANI
(JUDGE)

I.S. MEHTA
(JUDGE)

JULY 14, 2016
‘dc’ /j