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HIGH COURT OF CHHATTISGARH, BILASPUR

Writ Petition (S) No.5785 of 2016

Smt. Sangeeta Chandrakar, aged 36 years, W/o late Shri Vinod Kumar Chandrakar, R/o Quarter No.13-H/Str. 1, Sector-4, Bhilai, District Durg, PS Sector-3, Bhilai.

… Petitioner

Versus

1. Steel Authority of India, Bhilai Steel Plant, Through the General Manager, Ispat Bhawan, BSP, Bhilai, Tehsil and District Durg (CG) PS Bhilai Bhatti.
2. Sahayak Prabandhak (Karmik-Gair Sankarya-2 of the office of Bhilai Steel Plant, Bhlai, Steel Authority of India Ltd. Tehsil and District Durg (CG). PS Bhilai.

… Respondents

For Petitioner	:	Shri Vinod Kumar Sharma, Advocate.
For Respondents	:	Dr. Sourabh Kumar Pandey, Advocate.

Hon'ble the Chief Justice &
Hon'ble Shri Justice P. Sam Koshy

CAV Judgment

Reserved on 02/05/2017
Delivered on 04/05/2017

Per, P. Sam Koshy, J.

1. Challenge in the present writ petition is the order dated 11.03.2016 passed by the Central Administrative Tribunal, Jabalpur (in short, the Tribunal) in Original Application No.203/00603/2014. The petitioner has filed original application before the Tribunal challenging the order dated 31.03.2014 wherein her claim for grant of benefits under the Employee's Family Benefit Scheme (in short, EFBS) was rejected. The ground for rejection of the said claim of the petitioner was on the ground that her husband (since deceased) was not a regular employee of the respondent No.1.

2. The relevant facts of the present petition is that, the Husband of the petitioner was appointed as Attendant-cum-Technician (Trainee) vide order dated 12.06.2012 by the respondent No.1. While he was working as trainee, he met with a road accident on 05.01.2014 and succumbed to his injuries leaving behind the petitioner, his widow, and two minor children. On the death of the employee, the petitioner was entitled for certain benefits like payment of life cover scheme amounting to Rs.1,32,000/-, CPF amounting to Rs.32,703/- and Rs. 1,50,000/- under SEWA. The petitioner was initially ordered to open a Bank account also so that the benefits under the EFBS scheme can be paid and deposited in her bank account. However, vide the impugned order, her claim for benefits under EFBS scheme was rejected on the ground that her husband was not a regular employee of the respondent No.1, and therefore, was dis-entitled for the benefits under EFBS scheme.

3. The contention of the respondent No.1 was that the Husband of the petitioner was appointed as trainee vide order dated 12.06.2012 and that a trainee would not fall within the definition of regular employee. The training period was of two years and thereafter he would be on probation for a further period of one year and which is also extendable and only on successful completion of probation, his services shall be confirmed with the respondent No.1. The respondent No.1 referred to EFBS rules and regulations where the definition of “employee” means a person in the regular pay scale of the company. Since the employee was a trainee, he would not fall within the ambit of a regular employee dis-entitling him for the benefit under the said scheme.

4. Accepting the contentions of respondent No.1, the Tribunal vide order dated 11.03.2016 rejected the original application leading to the filing of the present petition.

5. The sole question for consideration before this Bench is whether the services of the deceased employee could be considered as a regular employee of the respondent No.1 or not ?

6. For better appreciation of the facts, it would be relevant at this juncture to refer to order of appointment issued in favour of the husband of the petitioner. The first sentence of the order of appointment reads as follows:

> "We are glad to inform you that you have been selected for appointment to the above post in Steel Authority of India Limited, Bhilai Steel Plant."

7. Likewise, some other relevant clauses of the said order of appointment necessary for the proper appreciation and adjudication of the issue involved in the present case are as follows :

> "2. You will be on training for a period of two years which may be extended by another period of two years......
>
> 3. You will be on probation for a period of one year which may be extended …....
>
> 7(a). Your services shall stand terminated on attaining the age of superannuation.
>
> 7(c) After successful completion of the period of probation, you will be confirmed in the post.........
>
> 14. You shall be eligible for (a) leave (b) medical facilities (c) provident fund benefits (d) gratuity (e) leave salary etc. as admissible under the company rules.
>
> 17. Your appointment in the Company will be as direct recruit......"

8. A plain reading of clause-3 of order of appointment does not reflect that the probation period of the employee shall be after the completion of the trainee period or at least it is not mentioned in the said order of appointment. Likewise, clause-7(a) reflects that it is a final order of appointment as the said clause envisages the termination only on attaining the age of superannuation or on ground of misconduct or unsatisfactory service. The aforesaid conditions to the order of appointment clearly reflects that the appointment of the employee was on a regular basis with the respondent No.1. Only because the nomenclature of post to which he was appointed reflected as a trainee by itself cannot be taken into consideration for declaring the deceased employee not to be a regular employee of the respondent No.1.

9. At this juncture it is all the more necessary to refer to provisions of the EFBS rules and regulations. Clause-C of the regulations refers to the coverage of the scheme. Sub-clause (i) holds that it shall cover all the regular employees. Sub-clause (ii) further holds that the departmental candidates selected as trainee also would fall under the coverage. Sub-clause (iv) of clause-B deals with the definition of departmental candidates. As per sub-clause (iv), “departmental candidate” means an employee in service of the company who is selected as trainee for the post circulated/advertised by the company. A conjoint reading of sub-clause (ii) of clause-C and sub-clause (iv) of Clause-B would emphatically make it clear that the scheme also covers the departmental candidates selected as trainee.

10. In view of the aforesaid provisions, we have no hesitation in holding that the management of the respondent No.1 were unnecessarily harassing the petitioner by giving a wrong interpretation to the unambiguous provisions of the rules and regulations much to the detriment of the poor widow who lost her Husband at a very young age leaving behind two minor children to be taken care of by the petitioner. The management and the executives of the respondent No.1 should not have been so insensitive while catering the needs to the dependents of the employee of the respondent No.1 who meet with unfortunate and untimely death while in service.

11. In view of the aforesaid factual matrix of the case and also taking into consideration the rules and regulations, the impugned order of the Tribunal dated 11.03.2016 passed in OA No.203/00603/2014 is unsustainable and is accordingly set aside/quashed. As a consequence, the respondent No.1 is directed to forthwith consider the case of the petitioner for grant of benefits under the EFBS scheme. It is expected that the respondent No.1 shall make all endeavors for grant of said benefits to the petitioner within an outer limit of 90 days from the date of receipt of certified copy of this order.

12. Considering the fact that the petitioner has been contesting the case before the Tribunal as also before this court, while allowing the petition we quantify the cost of litigation payable to the petitioner by the respondent No.1 at Rs.7500/-.

13. The writ petition is accordingly allowed.

Sd/-
(Thottathil B. Radhakrishnan)
CHIEF JUSTICE

Sd/-
(P. Sam Koshy)
JUDGE

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