

**IN THE HIGH COURT OF ORISSA AT CUTTACK**

**W.P.(C) No. 20467 of 2012**

***State of Orissa & Ors.***

.....

***Petitioners***

*Mr.B.P. Tripathy, Additional  
Government Advocate*

Vs.

***Rabindra Kumar Das***

.....

***Opposite parties***

**CORAM:**

**DR. JUSTICE B.R. SARANGI  
MISS JUSTICE SAVITRI RATHO**

**ORDER  
29.04.2022**

**Order No.**

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This matter is taken up through hybrid mode.

2. Heard Mr. B.P. Tripathy, learned Additional Government Advocate for the State-petitioners.
3. The State-petitioners have filed this writ petition challenging the judgment/order dated 27.03.2012 passed in O.A. No.2588 (C) of 2009, by which the Odisha Administrative Tribunal, Cuttack Bench, Cuttack held that the opposite party, being a Job Contract Moharir in the Settlement & Consolidation Organization, has to be settled as per order No.30764 (RS (E) 15-96 dated 16.07.1996 and letter No.64519 dated 03.10.1996, letter No.3721

dated 24.01.70 and hence as Finance Department Office memorandum No.22764/F dated 15.05.97 is not applicable, cancellation of the benefits already extended to the opposite party vide memo no.77 dated 24.11.2006 is not tenable and benefits already allowed to him be restored.

4. Mr. B.P. Tripathy, learned Additional Government Advocate for the State-petitioners vehemently contended that the claim made by the opposite party is not admissible and the tribunal has committed gross error in extending the benefit to the opposite party.

5. Considering the contentions raised by learned Additional Government Advocate for the State-petitioners, it appears that opposite party no.1, who was working as Junior Clerk under the Collector, Bhadrak, was initially appointed as a Job Contract Moharir under Deputy Director, Consolidation, Bhadrak Range on 04.05.1979 and thereafter regularized as a Junior Clerk, vide order dated 27.09.2006 passed by the Collector, Bhadrak. His pay drawn as Job Contract Moharir was protected in accordance with letter No.54519 dated 03.10.1966 and letter No.3721 dated 24.01.1970. Without noticing to him, such protection allowed vide memo

no.77 dated 24.11.2006 of Collector, Bhadrak, was altered to his detriment and recovery ordered, vide letter dated 07.09.2009, which was annexed as Annexue-3 to the O.A. as apparently basing on Finance Department Office Memorandum No.22764/F dated 15.05.1997, wherein it has been stipulated that such regularization will be treated as fresh appointment and such appointees will be allowed pay in the minimum of the scale, which was the subject matter of challenge in O.A. No.2588(C) of 2009.

6. The tribunal, vide order dated 27.03.2012, set aside the letter/order dated 07.09.2009, which was annexed as Annexue-3 to the O.A. and held that the opposite party, who is a Job Contract Moharir in the Settlement & Consolidation Organization, has to be settled as per order No.30764 (RS (E) 15-96 dated 16.07.1996 and letter No.64519 dated 03.10.1996, letter No.3721 dated 24.01.70 and hence as Finance Department Office memorandum No.22764/F dated 15.05.97 is not applicable, cancellation of the benefits already extended to the opposite party vide memo no.77 dated 24.11.2006 is not tenable and benefits already allowed to him be restored, whose case is governed as per order No.30764(E) 15-96

dated 16.07.1996.

7. In view of such position, this Court is not inclined to interfere with the order dated 27.03.2012 passed by the Orissa Administrative Tribunal in O.A. No. 2588 (C) of 2009, as there is no error apparent on the face of the record. Accordingly, the writ petition merits no consideration and the same is dismissed.

*Alok /sukanta*

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(**DR. B.R. SARANGI**)  
**JUDGE**



.....  
(**SAVITRI RATHO**)  
**JUDGE**