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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 8076 OF 2021

Dr. Sudhir Vivekanand Singh

.. Petitioner

Versus

Oil and Natural Gas Company
& Ors.

.. Respondents

Mr. Harshad M. Inamdar i/by Satyajeet Dighe for Petitioner.

Mr. Girish Paryani for Respondent Nos.1 to 4 (ONGC).

Ms. Anjali Helekar for Respondent No.5/UoI.

**CORAM: NITIN JAMDAR, ACTING CJ. &
SANDEEP V. MARNE, J.**

DATE: 06 JUNE 2023

P.C.:

We have heard the learned counsel for the parties.

2. The Petitioner is aggrieved by his non-inclusion in the list published by the Respondent/Oil and Natural Gas Corporation Limited (ONGC) on 29 October 2021 in respect of filling up of the post of Medical Officer.

3. The ONGC published an advertisement in May 2019 calling for applications for filling up post of Medical Officer. The qualification for filling up of the post of Medical Officer was MBBS with minimum one year post qualification inline experience. 12 posts were reserved for Other Backward Classes (OBC), 6 for Scheduled

Caste (SC), 3 for Scheduled Tribe (ST) and 4 for Economically Weaker Section (EWS), 17 for the Open Category, in total 42 in number. The age limit was stipulated as 30.

4. The Petitioner who had joined the Respondent/ONGC on contract basis on 8 February 2013 as a Field Medical Officer was of 27 years age at that time. The Petitioner applied to the advertisement in May 2019 when he was 33 years and 5 months. The Petitioner's application was not considered in view of the age bar of 30 years. Hence, Petitioner is before us.

5. The fact that the Petitioner was appointed on contract basis and that he had crossed the age of 30 years, when the Petitioner applied pursuant to the advertisement, is not disputed. The Petitioner has relied on the stipulation as regard age relaxation provided in the advertisement. The advertisement in Clause 4 stated that age limit can be relaxed in respect of OBC to 30 years, SC/ST for 35 years and others. Age relaxation was also stipulated in respect of Departmental Candidate and the relevant Clause reads thus: -

*“For the **Medical discipline**, relaxation in age will be granted for the period of service rendered in ONGC.”*

6. The case of the Petitioner is that the Petitioner falls in the category of Departmental Candidate and the relaxation in age should have been granted to the Petitioner for the period of service rendered in ONGC. According to the Petitioner if this service is counted, the Petitioner would be entitled to age relaxation and thus being otherwise suitable in all respect should have been appointed and seeks a direction in that regard in this Writ Petition.

7. Since the Petitioner has sought to rely upon a clause which provides for age relaxation to a Departmental Candidate, question will arise whether Petitioner can be considered as Departmental Candidate. Also, the question would arise as to whether services rendered by the Petitioner can be considered, and what is the meaning of the word “service”.

8. Reply-affidavit is filed on behalf of the ONGC, wherein the stand is taken that Clause 4 of the advertisement refers only to the Departmental Candidate and the same is referable to Departmental Employees in terms of Clause 2 (b) of the ONGC Service Rules, 1995. It is also stated that Rules of 1995 applied to all employees including the Tenure Employees of the Company *except* Casual/ daily rated/ part-time/ad-hoc/ contract appointees / apprentices / trainee employees and persons re-employed after superannuation in whose case provisions of the Rules specifically made, would be applicable. According to the Respondent/ONGC, therefore, neither the Petitioner is a Departmental Candidate nor his work done on contract basis can be considered as service for the purposes of Clause 4 of the advertisement.

9. The judicial review of stipulations in the advertisement as regard the eligibility criteria, is limited. After specifying the age limit, certain exceptions have been carved out as regards age relaxation and these exceptions cannot be thereafter further expanded on the basis of analogies to the class not contemplated to be included. The stand of the Respondent/ONGC is that Clause 4 applies to the Departmental Candidate is referable to the Rules already framed and

is in existence which exclude certain categories in which the Petitioner falls. Thus, the Petitioner may have worked on contract basis and 'served' as contended, but for interpretation of the word "service", reference will have to be made to the Departmental Candidate and the Rules of 1995. It is not alleged in the Petition neither argued that any candidate on contract basis has been given benefit of the Clause 4.

10. We find no absurdity in the interpretation of the stipulation adopted by the Respondent/ONGC, which in fact is in consonance with their own Rules. There is neither any arbitrariness, nor any vested right is taken away. Therefore, we are not inclined to interfere in the writ jurisdiction.

11. The Writ Petition is accordingly rejected.

(SANDEEP V. MARNE, J.)

(ACTING CHIEF JUSTICE)