



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 06.02.2025

CORAM

THE HONOURABLE MS. JUSTICE R.N.MANJULA

W.P No.18140 of 2018

A. Duraimohan,
S/o. late D. Arumugavelu,
No. 6/38, 2nd Main Road,
7th Cross Street,
Thiruvalluvar Nagar,
Kodungaiyur,
Chennai -600 118.

...

Petitioner

Vs.

1. The Senior Divisional Manager,
Life Insurance Corporation of India
Divisional office, Vellore,
Vellore District.

2. The Regional Manager (P&IR), HC OF INDIA,
No. 153, Anna Salai,
Chennai-600002,
Tamilnadu.

...

Respondents

Prayer: Writ Petition filed under Article 226 of the Constitution of India, to issue a Writ of CERTIORARIFIED MANDAMUS, to call for the record of the pertains to the offer of appointment order issued to the petitioner by the 1st respondent bearing Ref.No.P&IR/CGIT No.345 dated 16.10.2017 and subsequent cancellation of appointment order of the petitioner issued by the 2nd respondent bearing Ref. No. SZ/P&IR/DESK-3 dated 10.03.2018 and quash the



WP.No.18140 of 2018

same as arbitrary, illegal and consequently directed the respondents herein to absorb the petitioner in his service from the date of his termination i.e., on 27.07.1992 with continuity of service, 50% back wages and all other attendance benefit as awarded by the CGIT in ID No 27 \ 91 which is confirmed by the Honourable Supreme court in civil appeal No 6950 of 2009, dated 18.03.2015 and subsequent order in review application No. 3846 of 2015, dated 09.08.2016.

For Petitioner : Mr.P.R.Thiruneelakandan

For Respondents : Mr.C.K.Chandrasekhar

ORDER

This Writ Petition has been filed under a Writ of Certiorarified Mandamus to call for the record of the pertains to the offer of appointment order issued to the petitioner by the 1st respondent bearing Ref No.P&IR/CGIT No.345 dated 16.10.2017 and subsequent cancellation of appointment order of the petitioner issued by the 2nd respondent bearing Ref. No. SZ/P&IR/DESK-3 dated 10.03.2018 and quash the same as arbitrary, illegal and consequently directed the respondents herein to absorb the petitioner in his service from the date of his termination i.e., on 27.07.1992 with continuity of service, 50% back wages and all other attendance benefit as awarded by the CGIT in I.D.No. 27 \ 91 which is confirmed by the Honourable Supreme Court in civil appeal No 6950 of 2009,



WP.No.18140 of 2015

dated 18.03.2015, and subsequent order in review application No. 3846 of 2015, dated 09.08.2016.

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2.Heard, Mr..P.R.Thiruneelakandan, learned counsel for the petitioner, Mr.C.K.Chandrasekhar, learned counsel for respondents and perused the materials available on record.

3. The petitioner was temporarily working as an Assistant in class III employees in the respondent establishment [LIC]. As the petitioner was terminated suddenly, he filed an Industrial Dispute before the Central Government Industrial Tribunal, Delhi, by raising ID No. 27 of 1991. In the industrial tribunal award dated 18.06.2001, the Tribunal directed the respondent to absorb the petitioner and other temporary employees employed in the respondent's establishment. The respondent preferred a writ petition in W.P. No. 4346 of 2001 before the Delhi High Court, and the same was allowed. Challenging the same, a civil appeal was preferred before the Honourable Supreme Court in Civil Appeal No.6950 of 2009. The Supreme Court has confirmed the award of the CGIT vide its order dated 18.03.2015. The judgment of the Hon'ble Supreme Court in Review Application No.3846 of 2015 has passed an order on 09.08.2016 and allowed 50% of back wages after the date of



WP.No.18140 of 2018

termination. A curative petition was filed by the respondent in Curative Petition No.23 of 2017 before the Hon'ble Supreme Court and the same was dismissed by the Supreme Court vide its order dated 22.02.2017.

4.It is submitted by the learned counsel for the petitioner that as per the order of appointment, the petitioner was required to report for training. The petitioner accepted all the conditions stipulated in the offer of an appointment dated 16.10.2017. But the 2nd respondent had cancelled the same on 10.03.2018.

5. Mr.C.K.Chandrasekhar, learned counsel for respondents submitted that despite the petitioner being given an order of appointment letter on 16.10.2017, he did not report to duty and he started to prefer representations addressed to the Senior Divisional Manager, Chennai, requesting for change of place to report for training to Chennai instead of Vellore. Reply letters were sent to the petitioner indicating that change of posting was not possible, and he was advised to report for training at Vellore. However, the petitioner did not heed the advice of the office. As a final opportunity, the petitioner was informed vide letter dated 29.01.2018 to report for training on or before 12.02.2018 at Vellore. Despite this, the petitioner did not report for training and so, his appointment was cancelled through a letter dated 14.02.2018.

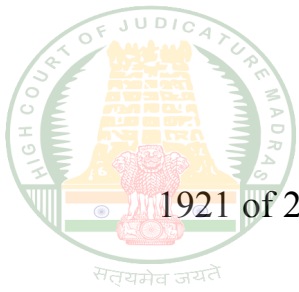


WP.No.18140 of 2019

WEB DISCUSSION

6. In the appointment order, it is stated that the date of absorption is not taken into account with effect from the date of the temporary appointment. Had the petitioner accepted the conditions, he would have immediately joined the training programme. Even according to the affidavit of the petitioner he has stated that he did not accept the conditions 1 and 2 of the appointment order, and hence he did not report for training. The conditions are predominantly about the non-mentioning of the date of absorption; the petitioner's services as temporary employment has not been included in his service, but the appointment order is given as a fresh appointment.

7. A person similar to the petitioner who had obtained orders from CGIT which got confirmed by the Supreme Court had availed the opportunity and joined the department. The petitioner has claimed that he is entitled to get absorption and regularisation from the date of his initial appointment as a temporary worker and he is entitled to get continuity of service. But there is a subsequent development by virtue of the order of the Supreme Court made in Miscellaneous Application No.1150 of 2019 in Contempt Petition (Civil) No.



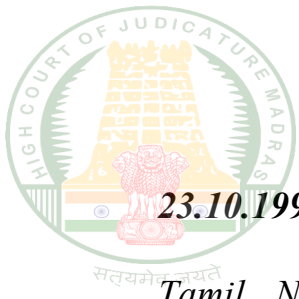
WP.No.18140 of 2018

1921 of 2017 in Civil Appeal No. 6950 of 2009.

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8. A Division Bench judgment of the Hon'ble Supreme Court in the case of *Tamil Nadu Terminated Full-Time Temporary LIC Employees Association Vs. Life Insurance Corporation of India* reported in *(2015) 9 SCC 62* wherein it is observed that LIC was restrained by judicial orders for pursuing an open recruitment process. It is further observed that the absorption of part-time/badili workers would effectively substitute the recruitment process based on sanctioned posts, which must be consistent with the principles of reservation and carried out through a structured recruitment process that ensures equal opportunity for all applicants.

9. The Supreme Court has thought that it was a serious detriment to the constitutional parameters and hold that the LIC, as a public employer, has a duty to follow a fair process inconsonance with Articles 14 and 16 of the Constitution of India. In the said order, it is observed that though the LIC was unsuccessful in the Curative Petition filed in the *Tamil Nadu Terminated Employees Association* (cited supra), the LIC is bound by the earlier decision of the three Judge Bench judgement of the Hon'ble Supreme Court made in *E.Prabavathy Vs. Life Insurance Corporation of India* in *SLP (Civil) No.10393 of 1992* on



23.10.1992. As the subsequent judgment of the Hon'ble Supreme Court made in

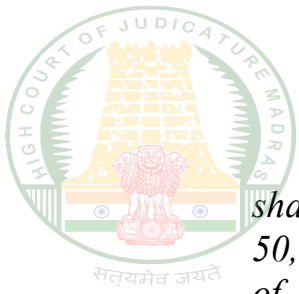
Tamil Nadu Terminated Employees Association's case (cited supra) on 18.03.2015 is in conflict with the larger bench judgment passed in *E. Prabavathy case* (cited supra), the conflict was harmonized by taking recourse to the jurisdiction of the Hon'ble Supreme Court under Article 142 of the Constitution of India in ***Ranbir Singh Vs. SK Roy, Chairman, Life Insurance Corp.of India & Anr*** reported in **2022 SCC Online SC 521** and thereafter it was concluded as under :

"75. The dispute is now of an antiquity tracing back to nearly four decades. Finality has to be wrung down on the dispute to avoid uncertainty and more litigation. Nearly thirty-one years have elapsed since 1991. We have come to the conclusion that the claims of those workers who are duly found upon verification to meet the threshold conditions of eligibility should be resolved by the award of monetary compensation in lieu of absorption, and in full and final settlement of all claims and demands. Thus, this Court directs the following:

(i) A fresh verification of the claims of workers who claim to have been employed for at least 70 days in Class IV posts over a period of three years or 85 days in Class III posts over a period of two years shall be carried out;

(ii) The verification shall be confined to persons who were working between 20 May 1985 and 4 March 1991;

(iii) All persons who are found to be eligible on the above norm



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shall be entitled to compensation computed at the rate of Rs. 50,000/- for every year of service or part thereof. The payment of compensation at the above rate shall be in lieu of reinstatement, and in full and final settlement of all claims and demands of the workers in lieu of regularisation or absorption and notwithstanding the directions issued by this Court in TN Terminated Employees Association (supra);

(iv) In carrying out the process of verification, the Committee appointed by this Court shall not be confined to the certified list before the CGIT and shall consider the claims of all workers who were engaged between 20 May 1985 and 4 March 1991;

(v) For the purpose of verification, LIC shall make available all the records at the Divisional level to the Committee appointed by this Court;

(vi) It will be open to the workers concerned or, as the case may be, the Unions and Associations representing them, to make available such documentary material in their possession for the purpose of verification;

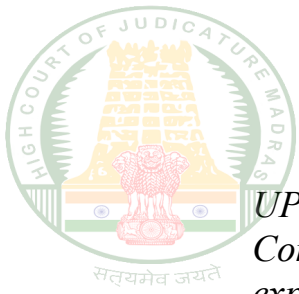
(vii) The process of verification shall be carried out independently without regard to the Dogra Report, which is held to be flawed;

(viii) The payment of compensation in lieu of reinstatement shall be effected by LIC within a period of three months from the date of receipt of the report of verification by the Committee; and

(ix) The task of verification shall be carried out by a Committee consisting of:

(a) Mr. Justice P K S Baghel, former Judge of the Allahabad High Court; and

(b) Shri Rajiv Sharma, former District Judge and member of the



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UPHJS. LIC shall provide all logistical assistance to the Committee and bear all expenses, including secretarial expenses, travel and incidental expenses, as well as the fees payable to the members of the Committee. Justice P K S Baghel shall fix the terms of remuneration payable to the members of the Committee."

10. So the petitioner and similar others who have received a favorable order in *TN Terminated Employees Association (cited supra)* were not allowed to enjoy the benefit of the order. Instead, all those persons who are found to be eligible and were working between 20.05.1985 to 04.03.1991 were given with compensation computed at the rate of Rs.50000/- for every year of their service. The above payment of compensation was in view of the reinstatement and as a full and final settlement of all claims and demands of the workers in view of regularisation or absorption and notwithstanding the directions issued by the Hon'ble Supreme Court in *TN Terminated Employees Association (cited supra)*. The above order is dated 27.04.2022.

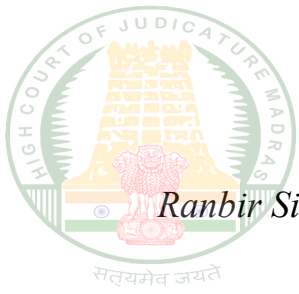
11. The learned counsel for the petitioner claimed that the above order of the Supreme Court would not have an impact on the petitioner as he has got an earlier order passed in his favour. However, there is an explicit reference made in ***Ranbir Singh Vs. SK Roy, Chairman, Life Insurance Corp.of India & Anr.***



WP.No.18140 of 2018

12. But in *Ranbir Singh (cited supra)* there is a direct reference was made about the *TN Terminated Employees Association (cited supra)*, through which the petitioner got the relief and which was limited to compensation. Infact, the order of the Supreme Court did not touch or reverse the relief of reinstatement already enjoyed by some of the appointees who immediately joined that post after getting the appointment order. The petitioner did not opt to join service as he was raising certain objections to the terms and conditions in the appointment order, and he was demanding that his services should be regularized on and from the date of his temporary appointment. By making such a claim, the petitioner had lost the opportunity.

13. The petitioner had filed this writ petition to set aside the order dated 16.10.2017 passed by the 1st respondent in Ref.No.P&IR/CGIT No.345 dated 16.10.2017 and the subsequent cancellation of appointment order of the petitioner issued by the 2nd respondent bearing Ref. No. SZ/P&IR/DESK-3 dated 10.03.2018. In fact, the order of appointment has been cancelled by the subsequent order dated 10.03.2018. So there is no question of setting it aside once again. Even the petitioner is not entitled to get the order above restored in view of the subsequent legal position settled by the Hon'ble Supreme Court in

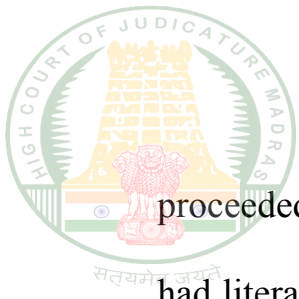


Ranbir Singh (cited supra).

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14. Even though the Supreme Court had modified the relief of reinstatement as compensation, it has not stated anything about the 50% of back wages awarded in the award of CGIT in Award No.27/91 which got confirmed by the Supreme Court in *Tamil Nadu Terminated Employees Association (cited supra)*. However, the respondent LIC in its appointment order dated 16.10.2017, had stated that the back wages for the period of employment for temporary employees shall be worked out as on the date of appointment, and it will be processed within six months from the date of joining.

15. Unfortunately, the petitioner did not accept the above condition and preferred not to join. Now the order of the Supreme Court made in *Ranbir Singh (cited supra)* is limited to the payment of Rs.50,000/- per year as compensation for previous service rendered by the temporary employees. Even for the sake of argument, it is presumed that the judgment of the Supreme Court made in *Ranbir Singh (cited supra)* the appointment will not bind the petitioner's case. The petitioner cannot be given with the benefit of reinstatement, as he did not obey the directions of the employer and report to training, the respondent LIC



WP.No.18140 of 2018

proceeded to cancel the appointment order. By choosing not to join, the petitioner had literally abanded the offer of appointment, and hence he is not entitled to the relief of setting aside the subsequent cancellation order. In whatever angle the issue is looked at, as on today the petitioner cannot be given with the relief of reinstatement either directly or indirectly by setting aside the order of cancelling the order of appointment, but the petitioner can claim compensation as settled down by the Supreme Court in *Ranbir Singh (cited supra)*.

In view of the observation, the petitioner is not entitled to get the relief as prayed. Accordingly, this Writ Petition is **dismissed**. No costs. Consequently, the connected miscellaneous petition is closed.

06.02.2025

Index : Yes
Internet : Yes/No
Speaking/Non- Speaking
Neutral: Yes/No
jrs



WP.No.18140 of 2018

To
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Life Insurance Corporation of India
Divisional office, Vellore,
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WP.No.18140 of 2018

R.N.MANJULA, J.
jrs

W.P No.18140 of 2018

06.02.2025