
(2000) 10 P&H CK 0119
In the Punjab And Haryana At Chandigarh
Case No : Civil Writ Petition No. 6671 of 1999

Amandeep Singh

APPELLANT

Vs

State of Punjab

RESPONDENT

Date of Decision : 10-10-2000

Acts Referred:

Apprenticeship Rules, 1991 — Rule 6
Constitution of India, 1950 — Article 14, 16

Citation : (2001) 1 LLJ 893

Hon'ble Judges : N.K. Sud, J;K.S. Kumaran, J

Bench : Division Bench

Advocate : Mr. J.S. Verka, for the Appellant; Mr. S.K. Sharma, DAG and Mr. B.S. Tanque, for the Respondent

Judgement

N.K. Sud, J.—The petitioner after passing his Matriculation Examination joined the Industrial Training Institute, Batala, where he successfully completed the training in the trade of Electrical in July, 1995 and was awarded the National Trade Certificate by the Government of India, Ministry of Labour, National Council for Vocational Training. Thereafter the Principal, Technical Training Institute, Punjab State Electricity Board, Patiala, vide letter dated 26.2.1997 sponsored the name of the petitioner to the Superintending Engineer, Suburban Circle, Amritsar (respondent No. 4) for undergoing apprenticeship training for two years in the designated trade of Lineman. For this purpose, respondent No. 4 assigned the petitioner to the Sub Divisional Officer, Punjab State Electricity Board, Tangra, Amritsar, (respondent No. 6) with whom the petitioner joined on 4.4.1997. The petitioner submitted his formal joining report and also executed the model contract of apprenticeship training required for undergoing the training. The contract and other necessary certificates pertaining to the petitioner were obtained by respondent No. 6 and were forwarded to the Senior Executive Engineer, Punjab State Electricity Board, Jandiala Guru (respondent No. 5) vide letter dated 4.4.1997 for further action. The petitioner completed two years' training from 4.4.1997 to 3.4.1999 and thereafter had to appear in the All India

Trade Test (for short "AITT") to be conducted by the Punjab State Board of Technical Education and Industrial Training, Chandigarh. In order to appear in this test, it is a condition precedent that the apprenticeship training contract of the petitioner must be registered with the Director, Technical Education and Industrial Training Department, Punjab, (respondent No. 2). However, the respondent No. 3 vide letter dated 6.5.1999 (Annexure P-7) informed the petitioner that in view of the letter dated 23.4.1999 (Annexure P-6) sent to him by respondent No. 2, his apprenticeship contract had been terminated due to the delay in submission of the same to respondent No. 2. A copy of the letter dated 23.4.1999 (Annexure P-6) was also sent to the petitioner in which it had been stated that the apprenticeship contract of the petitioner could not be registered as it was received after the period of training of the contract had expired. However, as per the Apprenticeship Rules 1991, the respondent No. 6, being the "employer" was required to send the apprenticeship contract to the Assistant Apprenticeship Advisor, Day-anand Industrial Training Institute, Amritsar (respondent No. 3) for registration within three months from the date on which it is signed. It is in the background of these facts that the present petition has been filed against the letters dated 23.4.1999 (Annexure P-6) and dated 6.5.1999 (Annexure P-7) issued by respondents Nos. 2 and 3 respectively.

2. The main grievance of the petitioner is that he had fulfilled all the formalities at the time of joining on 4.4.1997 and had not only executed the apprenticeship contract, but had also submitted the relevant certificates to respondent No. 6 and as such if there is any delay in forwarding the same to respondent No. 2, he cannot be made to suffer.

3. Notice of motion was issued to the respondents, who have filed written statements in response to the same. While issuing notice of motion, the petitioner was permitted to appear in the AITT at his own risk and responsibility. As far as respondent Nos. 1 to 3 are concerned they have taken the stand that as per rule 6 of the Apprenticeship Rules, 1991, the apprenticeship contract had to be sent to the Assistant Apprenticeship Advisor within three months from the date on which it was signed. According to them, not only the contract signed by the petitioner had not been received within the stipulated period of three months, but was received after the expiry of training period. It was, therefore, pleaded that they were justified in not registering the same.

4. A common reply was filed on behalf of respondents Nos. 4, 5 and 6 in which an attempt had been made to attribute the delay in submission of the apprenticeship contract to the petitioner on the ground that he had not submitted the original certificates at the time of signing the apprenticeship contract. These according to them had been submitted on 17.2.1999. This Court found the reply filed by these respondents to be vague and evasive. They were, therefore, directed vide order dated 2.11.1999 to file an additional affidavit alongwith relevant documents. In compliance with the aforesaid order, Mr. R.K. Salwan, respondent No. 4 filed a detailed affidavit on his behalf as well as on

behalf of respondents Nos. 5 and 6. In this affidavit, it has been conceded that a detailed inquiry had been ordered and it has been found that the delay in submission of the contract form of the petitioner was attributable to respondent No. 6. At the same time a feeble attempt has again been made to attribute the delay to the petitioner also on the ground that there was a failure on his part to submit the original academic/technical qualification certificates alongwith the apprenticeship contract.

5. We have heard the counsel for the parties and have perused the record. We are satisfied that the delay in submission of this contract is clearly attributable to respondents Nos. 4 to 6. Even in the additional affidavit filed by respondent No. 4, it has been conceded that the delay is attributable to the respondent No. 6. The petitioner had executed the apprenticeship contract on 4.4.1997 and had furnished the relevant documents. Respondent No. 6 accepted the documents submitted by the petitioner on that date and treated the application as complete. If any original certificates were required, it was incumbent on him to have required the petitioner to furnish the same. It appears that respondent No. 6 himself was not aware of the requirements and had accepted the documents submitted by the petitioner as complete and had even forwarded the same for registration. It is admitted in (he additional affidavit that the documents were returned to him on 14.8.1997 for resubmission of the same alongwith the original academic/technical qualification certificates. When respondent No. 5 did not take any action on this letter reminders were sent to him on 21.1.1999 and 19.2.1999. It is only then that respondent No. 6 had obtained the original certificates from the petitioner on 17.2.1999 and forwarded them to respondent No. 4 for onward submission. Respondent No. 4 forwarded the same to respondent No. 3 on 30.3.1999 which apparently reached after the expiry of the training period. It is clear that even if respondent No. 6 had required the petitioner to furnish original certificates when the papers already submitted by him had been returned to him vide letter dated 14.8.1997, the same could have been submitted to respondent No. 3 much before the expiry of the training period. We are, therefore, in agreement with the contention of the petitioner that he cannot be made to suffer due to the lapse in proper discharge of duties on the part of respondents Nos. 4 to 6. Similar question had come up for consideration before a single Bench of this Court in Avtar Singh and another v. State of Punjab and others 1990(1) SLR 62, wherein it has been held that where the delay in submission of the apprenticeship contract was on the part of the officials of the department, the candidates could not be made to suffer and the apprenticeship contract although submitted late should be registered. The relevant observations of the Court in para 6 of the said case are reproduced below :-

"I have heard the learned counsel for the parties. I am of the considered view that the petitioners should not be made to suffer because of some lapse in the proper discharge of duties on the part of an official in the office of respondent No. 3. It could not be brought out that the contracts of apprenticeship were not signed by the petitioners before the apprenticeship for a period of two years

under respondent No. 3 was undergone by them. In fact, execution of the aforesaid contracts in time is candidly admitted. Thus, the only formality which was required to be observed was that these contracts were required to be forwarded to the Apprenticeship Advisor within the prescribed period and their registration as Apprentices was to be effected by the aforesaid Advisor. In fact, the apprenticeship contracts though late were required to be forwarded to the Apprenticeship Advisor, but he construed the rule with rigidity and did not register the petitioners as Apprentices. His refusal to do so virtually amounts to robbing the petitioners of their apprenticeship training for a period of two years and rendering them ineligible to take the proficiency test held by the National Council. This action on the part of the said Advisor sets at naught the very essence of jus-lice."

We are in total agreement with the above observations and accordingly hold that the apprenticeship contract of the petitioner must be registered. We, therefore, quash the letter dated 23.4.1999 (Annexure P-6) and letter dated 6.5.1999 (Annexure P-7). Since the petitioner has already appeared in the AITT conducted by the Punjab State Board of Technical Education and Industrial Training, Punjab, in pursuance of the ad-interim order of this Court, we direct the respondents to declare his result. The petitioner shall, therefore, be treated to have validly appeared in the AITT and his case shall now be dealt further as per the rules. Although in the additional affidavit, it has been stated that the inquiry report has already been forwarded to the Senior Executive Engineer, Operation Division, Punjab State Electricity Board, Jandiala Guru for initiating disciplinary action against erring officials expeditiously, we feel that erring officials should be made liable for costs to be borne by them in their personal capacity which are to be paid to the petitioner. The costs are fixed at Rs. 3,000/-. The same shall be paid by respondents Nos. 4 to 6 personally to the petitioner.

In the result, the writ petition is allowed accordingly.

6. Petition allowed.