
(2002) 07 AHC CK 0142

In the Allahabad High Court

Case No : Civil Miscellaneous Writ Petition No. 35625 of 2000

Amarnath Dwivedi

APPELLANT

Vs

State of U.P. and Others

RESPONDENT

Date of Decision : 16-07-2002

Acts Referred:

Constitution of India, 1950 — Article 12, 226

Citation : (2002) 3 UPLBEC 2219

Hon'ble Judges : A.K. Yog, J

Bench : Single Bench

Advocate : Party in Person, H.P. Pandey, A.D. Prakash and B.P. Agarwal, for the Appellant; R.K. Ojha and S.C., for the Respondent

Final Decision : Allowed

Judgement

A.K. Yog, J.—Heard Sri A. Dwivedi, petitioner in person and Sri R.K. Ojha, Advocate, learned Counsel representing Respondent Nos. 2, 3 and 4 as well as learned Standing Counsel on behalf of respondent No. 1.

2. Learned Standing Counsel at the very outset stated that Respondent No. 1 is a proforma respondent - hence respondent No. 1 has no interest in the Us and no Counter-Affidavit has been filed on behalf of respondent No. 1.

3. A Counter-Affidavit has been filed on behalf of contesting respondent Nos. 2, 3 and 4. Petitioner in reply, has filed Rejoinder Affidavit. It may be noted that a Supplementary Affidavit, copy of which was served on the learned Counsel for contesting respondents on 21.8.2000, is on record (filed in Court on 22.5.2001). Contesting respondents have not filed their reply (supplementary Counter-Affidavit) to rebut the facts mentioned therein.

4. Along with Supplementary Affidavit petitioner has filed copy of U.P. Co operative Spinning Mills (Centralized) Service Rules, 1993. Para 3 of the Supplementary Affidavit is the only relevant paragraph wherein the petitioner contended that services of the petitioner could not be made labelled as

"contractual" as there is no provision in the aforesaid Rules and hence, to that extent, insertion of the condition in the relevant documents, namely, agreement and formal letter of appointment that appointment was on contractual basis is against the provisions of said Rules and that the petitioner under his appointment letter is to be treated on probation of one year.

5. The relevant facts, required for deciding the controversy raised in the Writ Petition, are that the petitioner, who possessed B.Sc. Degree, Post Graduate Diploma in the Personal Management and Industrial relation and Diploma in Rural Development and Post Graduate Diploma in Human Resources Management, was employed as Labour Officer/Training Officer in Private Sector Undertaking Baruach/Ankleshwar, Gujarat; he came across an advertisement in the daily newspaper "Times of India" on 27.8.1998. (Annexure-3 to the Writ Petition) issued by U.P. Co-operative Spinning Mills Federation, Kanpur (U.P.), called the "Federation". According to the advertisement candidate having wide experience in training of person in Spinning Mills to recruit was required for appointment as Training Officer, in the organisation, namely, the Federation. There is nothing in the advertisement that appointment was temporary, officiating, ad hoc or on probation/regular basis or on fixed term basis or contractual. Advertisement was conspicuously silent on this issue. Petitioner applied on the basis of interview held by Selection Committee constituted by the Federation and he was found to be best available candidate and selected. Petitioner was offered appointment vide letter dated 7.9.1998 issued by the Federation/Annexure-3-A to the Writ Petition. In the letter to offer appointment, for the first time, it was mentioned --"..... We are pleased to offer you appointment on the post of Training Officer on contractual basis " In response to the letter of offer dated 7.9.1998 petitioner submitted joining letter on 25.9.1998 (Annexure-4 to the Writ Petition) addressed to the Assistant Manager (Administration) of the Federation. The Assistant Manager (Administration) in turn addressed a letter to the Secretary/General Manager, Co-operative Spinning Mills, Amroha dated 6.10.1998 (Annexure-4-A to the Writ Petition) stating "He was offered contractual appointment on the post of Training Officer on a fixed salary of Rs. 6,000/- only; he accepted this offer; he has been directed to report for duty in your mills. He may please be given formal order of appointment in the light of proforma of agreement enclosed and signed by the candidate as second party and which is to be signed by you in the capacity of Secretary/G.M. as First Party A copy of appointment letter and also a copy of agreement duly signed by you, be sent to this office immediately. This letter has been issued after the approval of Competent Authority/Chairman of mills; the petitioner reported and joined duties on 25.9.1998; agreement purporting to be dated 25.9.1998 was got signed by the petitioner on 6.10.1998. "Under protest" and thereafter it was signed by the Secretary and General Manager of the Amroha Spinning Mills and thereafter copy of the agreement was got received to the petitioner on 12.10.1998. Petitioner made an endorsement on the said agreement- "received on 12.10.1998 while reported my duty on 9.10.1998 (Annexure-19 to the Writ

Petition); for the first time in the said agreement it was mentioned that petitioner was appointed as Training Officer on contractual basis on certain terms and conditions including that the agreement of service was for a period of one year extendable upto three years from 25.9.1998 and would expire automatically on 24.9.1999 unless it was renewed by he Chairman Mills for the period no exceeding three years, but every such extension will be of one year each " according to the petitioner's oral submission, Chairman of the Mill is the Managing Director of the Federation; the agreement was thus, made available and petitioner's signature was obtained (under protest) after the petitioner had already joined without being made aware that his appointment was on fixed terms basis; formal letter of appointment dated 14.1.1999 (Annexure-9 to the Writ Petition) was got received to the petitioner on 7.8.1999; the fact that appointment letter though dated 14.1.1999 was served upon the petitioner on 7.8.1999 find place in Para 11 of the Writ Petition; the fact that appointment letter was not served before 7.8.1999 has not been denied in the Counter-Affidavit, particularly, in Para 8 of the Counter-Affidavit which is in reply to the Para 11 of the Writ Petition; petitioner immediately filed representations/reminders--copy of which have been filed as Annexure 10 to the Writ Petition dated 29.9.1999 addressed to the General Manager, (Administration), of the Federation, Annexure-11 to the Writ Petition dated 11.10.1999 addressed to the Managing Director/Chairman Mill of the Federation, Kanpur, Annexure-12 to the Writ Petition dated 15.11.1999 addressed to the Chairman, Co-operative Spinning Mill Limited; when he was restrained from signing, attending and for performing his duties in the Mill w.e.f., 25.9.1999 on the ground that his fixed term appointment (alleging to be on contractual basis) had automatically come to an end. Other representations were also subsequently filed but when received no response he approached this Court by filing Writ Petition. This Court vide judgment and order 11.5.2000 (Annexure-1 to the Writ Petition) finally disposed of the Writ Petition No. 21320 of 1999 with the direction that Chairman, U.P. Co-operative Spinning Mills Federation Limited, Kanpur shall himself look into the matter and pass appropriate speaking order, if necessary, after hearing he petitioner within a period of two months from the date a certified copy of this order is produced before him. The Chairman has passed impugned order dated 15th/7th July, 2002 rejecting petitioner's representation/appeal (Annexure-2 to the Writ Petition) and consequently being aggrieved petitioner has approached this Court by filing Writ Petition under Article 226 Constitution of India, praying for issuing a writ, order or direction in the nature of certiorari quashing impugned order dated 15th/17th July, 2002 (Annexure-2 to the Writ Petition); issue a writ, order or direction in the nature of mandamus directing the respondents to continue the petitioner's service from the date of his discontinuation dated 25.9.1999 and further to regularise the services of the petitioner in pursuance of Sections 122-A(2) and (3) of the Act (U.P. Co-operative Societies Act, 1965) and also a writ, order or direction in the nature of mandamus directing the respondents to issue certificate of employment working and deduct the provident fund amount at the rate of 12% instead of 8.33% and other reliefs as this Court

may deem fit and proper in the facts and circumstances of the case.

6. Before proceeding further, it is to be noted that according to Annexure-18 to the writ petition, which is a letter of appointment dated 9.10.1998, issued by Assistant Manager (Administration) of the Federation addressed to one Anand Mishra, shows that he was appointed on a consolidated salary of Rs; 5,000/- per month on one year probation period. This goes to show that Federation has been issuing letters and making appointments on probation giving consolidated salary.

7. The petitioner refers to the agreement in question dated 25.9.1998 signed by the petitioner under protest on 6.10.1998 (Annexure-19 to the writ petition). Conditions No. 5, 9 and 13 of the agreement are reproduced :--

Condition No. 5.--"That during the currency of the Agreement, the services of Sri A.N. Dwivedi are terminable without assigning any reason by giving three months notice or pay in lieu thereof, Sri A.N. Dwivedi shall also have option to quit the employment by giving three months notice. The Competent Authority may, however, allow him to quit the employment by depositing three months salary in lieu of notice or waive the notice period."

Condition No. 9.--"That Sri A.N. Dwivedi will be subject to the conduct and disciplinary rules as applicable from time to time."

Condition No. 13.--"That the appointment of Sri A.N. Dwivedi will be subject to the provisions of the service bye-laws applicable from time to time." .

8. Learned Counsel for the contesting respondents failed to refer to any bye- law or Service Rule which may be directly applicable to the case of the petitioner.

9. Rules, 1993 (Annexure-13 to the supplementary affidavit) as admitted by the petitioner and the respondents are also not applicable to the present case of the petitioner.

10. It is not disputed that the Federation is an authority within the meaning of Article 12 of the Constitution of India and, therefore, an instrumentality of the State. It is also not disputed that petitioner had signed the agreement in question (Annexure-19 to the petition) under protest and also made a representation immediately thereafter, raising his grievance, to the effect, that making appointment for a fixed term of one year extendable for another year but not exceeding more than three years was uncalled for not supported from any Statutory Rules/Regulations, hence illegal. It is also interesting to note that Clause-1 of the said agreement, providing for extension was neither disclosed in the advertisement nor in the letter of his appointment itself, copies whereof have been filed as Annexures-3 and 3-A to the writ petition and that the advertisement did not specify that the selection was to be made on contractual basis. Expression "contractual basis" was used for the first time in the letter, offering appointment (Annexure-3 A to the writ petition) dated 7.9.1998.

11. The petitioner submitted that additional conditions added in the agreement of

service dated 25.9.1998 (actually signed on 6.10.1998) or in the letter of appointment dated 14.1.1999 (though served for the first time on 7.8.1999), are of no consequence, as they were given to him after he had joined duties on the basis of appointment letter, offering appointment dated 7.9.1998 was issued by the Federation (Annexure-3-A to the petition) and it was a fact accomplished. The argument of the petitioner is that he, had changed his position without being made aware of the conditions contained in Clause 1 of the agreement, besides the fact that expression "contractual basis" cannot be equated with the expression "fixed term appointment".

12. The petitioner further argued that assuming that his appointment was on contractual basis, the same is to be governed and regulated vide Clauses 9 and 13, contained in the agreement which provided for three months' notice subject to Service Rules/bye-laws regarding service conditions, disciplinary and Service Rules of the Federation.

13. In support of his claim, the petitioner has placed reliance on a decision rendered in the case of Central Inland Water Transport Corporation Limited and Another Vs. Brojo Nath Ganguly and Another, The relevant Paragraphs 101, 102 and 103 from the aforesaid decision are being reproduced hereinbelow for ready reference :

"101. The Corporation is a large Organisation. It has offices in various parts of West Bengal, Bihar and Assam, as shown by the said Rules, and possibly in other States. The said Rules form part of the contract of employment between the Corporation and employees who are not workmen. These employees had no powerful workmen's Union to support them. They had no choice but to accept the said Rules as part of their contract of employment. There is gross disparity between the Corporation and its employees, whether they be workmen or officers. The Corporation can afford to dispense with the services of an officer. It will find hundreds of others to take his place but an officer cannot afford to lose his job because if he does so, there are not hundreds of jobs waiting for him. A clause such as clause (i) of Rule 9 is against right and reason. It is wholly unconscionable. It has been entered into between parties between whom there is gross inequality of bargaining power. Rule 9(i) is a term of contract between the Corporation and all its officers. It affects a large number of persons and it squarely falls within the principle formulated by us above. Several statutory authorities have a clause similar to Rule 9(i) in their contracts of employment. As appears from the decided cases, the West Bengal State Electricity Board and Air India International have it. Several Government Companies apart from the Corporation (which is the First Appellate before us) must be having it. There are 970 Government Companies with paid-up capital of Rs. 16,414.9 crores as stated in the written argument submitted on behalf of the Union of India. The Government and its agencies and instrumentalities constitute the largest employer in the country. A clause such as Rule 9(i) in a contract of employment affecting large sections of the public is harmful and injurious to the public

interest for it tends to create a sense of insecurity in the minds of those to whom it applies and consequently it is against public good. Such a clause, therefore, is opposed to public policy and being opposed to public policy, it is void u/s 23 of the Indian Contract Act.

102. It was, therefore, submitted on behalf of the Appellants that this was a contract entered into by the Corporation like any other contract entered into by it in the course of its trading activities and the Court, therefore, ought not to interfere with it. It is not possible for us to equate employees with goods which can be bought and sold. It is equally not possible for us to equate a contract of employment with a mercantile transaction between two businessmen and much less to do so when the contract of employment is between a powerful employer and a weak employee.

103. It was also submitted on behalf of the Appellants that Rule 9(i) was supported by mutuality inasmuch as it conferred an equal right upon both the parties, for under it just as the employer could terminate the employee's service by giving him three months' notice or by paying him three months' basic pay and dearness allowance in lieu thereof, the employee could leave the service by giving three months' notice and when he failed to give such notice, the Corporation could deduct an equivalent amount from whatever may be payable to him. It is true that there is mutuality clause (i)- the same mutuality as in a contract between the lion and the lamb that both will be free to roam about in the jungle and each will be at liberty to devour the other. When one considers the unequal position of the Corporation and its employees, the argument of mutuality becomes laughable."

14. The petitioner next referred the decision rendered in the case of Uptron India Limited Vs. Shammi Bhan and Another, (See Paragraphs 9, 10 and 15). The relevant excerpt from the aforesaid decision i.e., Paragraphs 9, 10 and 15 are being reproduced hereinbelow for ready reference :

"9. The general principles of the Contract Act, 1872, applicable to an agreement between two persons having capacity to contract, are also applicable to a contract of industrial employment, but the relationship so created is partly contractual, in the sense that the agreement of service may give rise to mutual obligations, for example, the obligation of the employer to pay wages and the corresponding obligation of the workman to render services, and partly non-contractual, as the States have already, by legislation, prescribed positive obligations for the employer towards his workmen as, for example, terms, conditions and obligations prescribed by the Payment of Wages Act, 1935; Industrial Employment (Standing Orders) Act, 1946; Minimum Wages Act, 1948; Payment of Bonus Act, 1965; Payment of Gratuity Act, 1972 etc.

10. Prior to the enactment of these laws, the situation, as it prevailed in many industrial establishments, was that even terms and conditions of service were often not reduced to writing nor were they uniform in nature, though applicable

to a set of similar employees. This position was wholly incompatible to the notions of social justice, inasmuch as there being no statutory protection available to the workmen, the contract of service was often so unilateral in character that it could be described as mere manifestation of subdued wish of the workmen to sustain their living at any cost. An agreement of this nature was an agreement between two unequals, namely those who invested their labour and toil, flesh and blood, as against those who brought in capital. The necessary corollary of such an agreement was the generation of conflicts at various levels disturbing industrial peace and resulting necessarily in loss of production and sometimes even closure or lockout of the industrial establishment. In order to overcome this difficulty and achieve industrial harmony and peace, the Industrial Employment (Sanding Orders) Act, 1946 was enacted requiring the management to define, with sufficient precision and clarity, the conditions of employment under which the workmen were working in their esablishments. The underlying object of the Act was to introduce uniformity in conditions of employment of workmen discharging similar functions in the same industrial establishment under the same management and to make those terms and conditions widely known to all the workmen before they could be asked to express their willingness to accept the employment.

15. Conferment of "permanent" status on an employee guarantees security of tenure. It is now well settled that the services of a permanent employee, whether employed by the Government, or Government Company or Government instrumentality or statutory corporations or any other "authority" within the meaning of Article 12, cannot be terminated abruptly and arbitrarily either by giving him a month's or three months' notice or pay in lieu thereof or even without notice, notwithstanding that there may be a stipulation to that effect either in he contract of service or in the Certified Standing Order."

15. In rebuttal, the learned Counsel representing contesting respondents made following submissions :

1. The appointment of the petitioner was on contractual basis which meant that it was on fixed term basis. In the alternative it was submitted that the appointment being on "contractual basis", the employer on its basis was entitled to insert later a condition providing it to be a "fixed term" appointment.

2. The Appointing Authority, being General Manager-cum-Secretary of the Federation, anything contained in the correspondence initiated at the behest of the Federation had been super imposing to over-ride the order/act of subordinate authority namely--Assistant issued the appointment letter (Annexure-3-A to the writ petition).

3. There was no sanctioned post and no statutory Rules or Regulations were applicable to he post of Training Officer on which the petitioner was appointed.

16. To deal with first submission made by the learned Counsel for the contesting respondents that the use of term "contractual basis" did justify to insert

condition of appointment being for a fixed term, as submitted by the learned Counsel for the petitioner that the appointment on contractual basis did not allow the appointment of the petitioner to be subsequently qualified as fixed term appointment. The appointment letter dated 14.1.1999 (served on 7.8.1999) and the agreement dated 25.9.1998 (signed by the petitioner on 6.10.1998) were made available to the petitioner much after selection without disclosing in the advertisement or in the letter offering appointment dated 7.9.1998/Annexure-3-A to the petition or in the letter dated 6.10.1998 (order requiring to join duties at Amroha (Annexure-4-A to the petition), the respondents could not non-suit the petitioner by adding a clause containing condition of making appointment "fixed term".

17. The decisions, referred to above (relied upon by the petitioner) have taken note of facts and circumstances wherein the employer has an upper hand but an employer like Federation, cannot be permitted to act arbitrarily and exploit its employees including the petitioner.

18. It is shocking and not acceptable to fair play and good conscience that an appointment letter dated 14.1.1999 is being kept in a cold storage for seven months and served only on 7.8.1999, particularly when the employer is an instrumentality of the State within the meaning of Article 12 of the Constitution. The employment being in public nature, this Court cannot appreciate as to why the candidate like the petitioner was not given appointment at the first opportunity and further as to why the agreement was not got signed before he had joined his duties.

19. In view of the above and on the same reasoning, Clause 1 of the agreement, which was signed by the petitioner under protest and had already joined duties on the basis of the orders issued by the Federation issuing letter of appointment was only a formality and anything new being incorporated in the so-called letter of appointment by the General Manager of the Federation at Amroha, cannot be allowed to be enforced or utilised by the contesting respondents apart from the fact that such an act of the Federation was arbitrary, unfair and unconscionable.

20. Accepting the argument of the learned Counsel appearing for the contesting respondents that the petitioner has been appointed against no sanctioned post or posts contemplated under Rules, 1993, it will suffice to mention here that no such plea has been taken in the counter-affidavit before his Court nor it is the ground to justify the termination/cessation of the employment of the petitioner. The respondents are obviously trying to introduce a new case which is developed during the course of argument and, therefore, such a plea cannot be entertained and deserves to be rejected. The petitioner cannot be allowed to be taken by surprise and non-suited on a ground which was never taken earlier.

21. It appears that contesting respondents have been managing their affairs in an arbitrary manner. It is amply established from the facts noted above.

22. In Paragraph 16 of the petition, the petitioner stated :

"That the petitioner was neither allowed to discharge his duty nor his salary has been paid nor he has been given certificate regarding his working in the Unit. The petitioner has been deprived of filing the form for better employment, due to not issuing of certificate of his working from the Unit."

23. In Paragraphs 22(j) and (k), the petitioner has pleaded :

"(j) That the Chairman respondent did not comply the direction of the Hon"ble Court in which the direction was issued that controversy with regards to the deposit of the contribution in the percentage of wages which should have been deposited @ 12% as per Ordinance No. 17/1997, but the same was deposited at the rate of 8.33%. The management have also destroyed the Form No. 2 which is mandatory under rules to be sent to the Commissioner's office but the same has not been sent so far, reasons best known to the. This aspect has not been touched by the Chairman, reasons best known to him. The contribution which was not given with a condition not to grant any monetary benefit to the petitioner and harassing him for not making these appointments as contribution.

(k) That by not sending the Form No. 2 with regard the nomination of the employees to the petitioner they have committed grave illegality and kept the same, when the petitioner demanded the receipt of the same he has refused to give the same. In this way it clearly shows that the Hon"ble High Court's direction was not fully complied with. The main controversy for deposit of the fund @ 12% was untouched by the authorities concerned."

24. The aforesaid paragraphs in the writ petition have been, replied vide Paragraphs 10, 11 and 16 of the counter-affidavit which are reproduced below :

"10. That the contents of Paragraph Nos. 14, 15 and 16 of the writ petition it is stated that the petitioner has not been allowed to continue further as per the agreement between the parties. Moreover this action has been taken against the petitioner under General Policy, it is not only against the petitioner but also against the those persons who have been appointed in pursuance of the Advertisement in which petitioner has been appointed. All some other persons who have been appointed before and thereafter has not been permitted to continue because of acute financial crises facing Mills.

11. That the contents of Paragraph Nos. 16-a, 16-b, 16-c and 16-d of the writ petition are denied. It is further sated that averments made in the aforesaid paragraphs are absolutely frivolous and misleading and petitioner has been discontinued along with other persons who are working on contractual basis, mainly on the ground that there was acute financial crises facing the Mills and further it is relevant to mention here that out of 11 Mills, 6 Mills has already been declared sick and the employees have been granted V.R.S. and Anr. Mills working employees are facing a lot of acute financial crises as they are not able to get salary.

16. That the contents of Paragraph Nos. 21 and 22 of the writ petition are

denied. It is further stated that the order has been passed in pursuance of the order passed by this Hon"ble Court absolutely in accordance with law by giving detailed and proper reasoning, therefore, there is no illegalities in the order passed by the Authority concerned in pursuance of the order passed by this Hon"ble Court."

25. It is conspicuous to note that there is no denial of the fact that the petitioner did ask for service record in order to enable him to seek employment elsewhere but his request was ignored and the same was not issued/released by the concerned authority of the contesting respondents.

26. The irresponsible behaviour of the contesting respondents/authorities is more than evident.

27. Even in the counter-affidavit, no plausible or reasonable explanation for heir conduct in not issuing service certificate has been furnished.

28. The contesting respondents admittedly received objection/representation and reminder/appeal from time to time wherein petitioner raised his grievance for not treating his appointment as fixed term appointment but the same fell on deaf ears, the contesting respondents have no valid explanation for not releasing the certificate so as to enable the petitioner to seek job elsewhere. The petitioner has categorically pleaded and stated on oath that he was prevented from making application seeking alternative job but the respondents arbitrarily withheld his service record. Such a conduct of the respondents is like adding salt to the injury. Such conduct of the respondents cannot be appreciated.

29. Had service certificate been released, the petitioner would not have been driven to approach this Court by filing earlier writ petition No. 21323 of 2000 wherein judgment and order (Annexure-1 to the petition) was passed and now the present writ petition because respondent No. 2 chose to pass a cryptic order dated 15/17.7.2000 (Annexure-2 to the petition).

30. Curiously, there is no explanation as to why the provident fund was not deducted at the rate of 12% even though categorical pleading has been made in this regard in the writ petition.

31. The fact that contesting respondents have not been able to rebut categorical pleadings of the petitioner to the effect that his provident fund" was not deducted as required under law at the rate of 12% and. that service certificate was also withheld arbitrarily for no valid cause, clearly show arbitrary and malicious action on the part of the contesting respondents. The aforesaid circumstance is fully fortified in view of endorsement of the concerned Competent Authority in the Mill at Amroha who did certify/verify specifically good conduct and performance of duties by the petitioner and further recommending for his regularisation on petitioner"s representation dated 29.7.1999 (see Paragraph-10 read with Annexures-7 and 8 to the petition).

32. Coming to the impugned order dated 15/17.7.2000/ Annexure-2 to the

petition, it is to be noted that the then Chairman (V.K. Malhotra) has passed a cryptic order without making note of specific issues/contentions raised by the petitioner in his representation regarding arbitrary insertion of the clause in the agreement, making the appointment of the petitioner, a fixed term, regarding non- issue of service certificate, arbitrary reduction of provident fund etc. So-called reasoning in the said order is nothing but an apology for reasons. In view of the above, the impugned order dated 15/17.7.2000 cannot be sustained and is liable to be quashed.

33. In the result, a writ in the nature of certiorari, calling for the record of the case is hereby issued quashing the impugned order dated 15/17.7.2000/Annexure- 2 to the petition. Accordingly, a writ in the nature of mandamus is issued commanding the respondents to reinstate the petitioner forthwith on presentation of a certified copy of this judgment, pay future salary treating him in continuous service w.e.f., 25.9.1999, extending the benefit of provident fund, other statutory deductions, as may be required under relevant bye-laws/service condition/Rules and Regulations, pay salary month by month along with other staff. A writ in the nature of mandamus is further issued directing the respondents to pay entire arrears of salary along with 12% simple interest per annum from the date said amount became due till date it is actually paid, provided petitioner submits a personal bond of indemnity that he has not served elsewhere during this period. The arrears shall be paid within two months from the date of receipt of certified copy of this judgment. A writ in the nature of mandamus is further issued mandating the respondents to make contribution in the provident fund and such other Welfare Insurance Scheme, if any, as may be required under relevant Rules/Regulations law for the entire period w.e.f., 25.9.1999 till date without break.

34. The writ petition stands allowed subject to observations/directions given above with costs which I quantify at Rs. 10,000/- which shall also be paid within two months from the date of receipt of certified copy of this judgment.