
(1996) 05 GAU CK 0025
In the Gauhati High Court
Case No : C.R. No. 1583 of 1994

Amrit Kumar Khatoniar

APPELLANT

Vs

Oil India Ltd. and Others

RESPONDENT

Date of Decision : 31-05-1996

Acts Referred:

Citation : (2008) 1 ARBLR 124 : (1997) 1 LLJ 295

Hon'ble Judges : J.N. Sharma, J

Bench : Single Bench

Advocate : A.R. Borthakur, P. Barthakur and B. Acharjee, for the Appellant; J.P. Bhattacharjee and S.N. Sharma, for the Respondent

Final Decision : Dismissed

Judgement

J.N. Sarma, J.—This application has been filed with a prayer to restore the seniority of the petitioner in the service along with his alleged continuity and with a further prayer for direction that he be promoted with immediate effect to Grade-III to which he is entitled as per Oil Executives Recruitment and Promotion Rules, 1990. The further prayers are:

(ii) To pay to the petitioner all the arrears with effect from July 2, 1983 till December 7, 1990 with interest.

(iii) That the petitioner be not harassed in any way or by way of transfer from present place of posting to any other place.

2.The brief facts of the case are as follows:

3.The petitioner passed his BE examination from Assam Engineering College, Gauhati in the year 1981. The petitioner joined Oil India Limited, Duliajan (hereinafter referred to OIL) as Executive Trainee on November 8, 1982 after having been selected through written test and Viva Voce as per Rules and practice of OIL. The petitioner was to undergo one year training as per his letter of appointment. After completion of 8 (eight) months of training it was

terminated with effect from July 2, 1983 vide Annexure-2 to the writ application. That is quoted below:

"This is to inform you that your training in the company is hereby terminated with effect from July 2, 1983 forenoon, in accordance with paragraph 15 of the letter cited above.

2. A cheque for Rs. 1671.16 being the amount of security money lying in your personal account in terms of paragraph 6 of the letter under reference and stipend for two days of July, 1983 i.e. upto July 2, 1983 (inclusive) enclosed, in full and final settlement of your account with the Company.

3. As for your provident fund settlement, you may contact our Trustees, Oil India Employees' Provident Fund, Duliajan, after two months for your settlement of provident fund dues as per the rules of the fund."

4. Clause 15 referred to in that letter is available in the letter of appointment i.e. Annexure-1 to the writ application. That is quoted below:

"Company reserves the right to terminate your training at any time without any notice or compensation therefore based on your performance or on disciplinary grounds as applicable to the employees of the Company."

5. It is submitted that this termination was vindictive in nature because of the petitioner's involvement in Assam Accord. After being terminated the petitioner worked in other places as described in paragraph 8 of the writ application. The Assam Accord came into existence on August 15, 1985 and in terms of it, OIL issued a letter which is Annexure-3 to the writ application. That is quoted below:

"We draw your attention to the recent notification in the press issued by Oil India Limited inviting applications from affected ex-Oil employees for review of their cases if they so desire, in the context of the Assam Accord.

2.0 In accordance with the above you are hereby advised to send your case for review to reach us not later than January 31, 1988.

3.0 Please acknowledge."

6. Thereafter the petitioner filed an application for reinstatement with effect from July 2, 1983 with all benefits etc, vide Annexure-4, the petitioner was reinstated on the following terms and conditions, the relevant portions of Annexure-4 are quoted below:

"2. Accordingly, we are pleased to reinstate you as Executive Trainee in the Production department of the Company to complete the unexpired period of your 12 months training in the Company. In the first spell you had about 8 months training (from November 8, 1982 to July 2, 1983) in OIL. You will, therefore, be required to undergo training in the same department for remaining period of 4 months where after an interview comprising of written test and viva-voce will be conducted to assess your suitability for absorption into company's executive

cadre.

3. On rejoining you will be required to deposit the security money of Rs. 1671.16 which was refunded to you in July, 1983 upon termination of your training under the Executive Trainee Scheme. Thereafter security money shall be deducted for a total period of 25 months (including earlier deductions) at the rate of Rs. 200/- per month. Rs. 5000/- thus deducted will be credited to your personal account after completion of 3 years" service in the Company.

4. The other terms of reinstatement under Executive Trainee Scheme will be as follows:

4.1 Your appointment will simultaneously be governed by the statutory regulations of Apprentices (Amendment) Act, 1973.

4.2 During the period of training you will be paid a consolidated stipend of Rs. 1550/- per month subject to your signing an Agreement for Rs. 5000/- to complete the training and to serve the company for at least three years after completion of training. You are, therefore, requested to sign the enclosed Bond (in duplicate) and arrange to have it duly countersigned by a surety and submit it to us personally at the time of joining.

4.3 You will be entitled to casual leave @ 7 days per annum during the training period.

4.4 Income tax on your stipend/salary will be deducted at source each month and will be on your account.

4.5 Subject to your qualifying in the test referred to in paragraph 2 above and subject to there being a suitable vacancy, you will be considered for absorption in the executive grade "B" of the Company on a basic salary of Rs. 1130/- per month in the pay scale of Rs. 1130-50-1380-60-1800-100-2400 and dearness allowance at the prevalent rates. The present rate of dearness allowance is Rs. 719.55p. The next increment will become due to you on the following first April.

4.6 The training being imparted, does not bind the Company to provide you employment after completion of the training.

4.7 The period of training may be extended at the discretion of the Company depending upon your performance etc.

4.8 In case you do not qualify in the selection test your training will stand terminated forthwith.

4.9 The Company reserved the right to terminate your training at any time without any notice or compensation therefore based on your performance or on disciplinary grounds as applicable to the employees of the Company.

4.10 In consideration of the status you will enjoy under the terms of this letter, you hereby undertake not to join any trade union or association which is either directly represented by persons who are of subordinate status to yourself in the

service of the company or in any way affiliated to any such union or association.

4.11 At the time of joining you will be entitled to first class rail fare from the railway station nearest to your above address to Duliajan.

4.12 If the aforesaid terms and conditions are acceptable to you, please sign and return the duplicate of this letter in token of your acceptance. You are, however, advised to inform us immediately by telegram that you will join us on or before February 6, 1986. Please note that if you do not join us by this date the offer of appointment contained herein will automatically stand withdrawn.

4.13 You are advised to bring your bedding, mosquito net etc. along with you at the time of joining. On your arrival please report to Manager Personnel, Oil India Limited, Duliajan.

4.14 On your joining, you will be provided shared hostel accommodation."

7. The petitioner raised his objection to this letter and submitted that this was against the spirit of the Assam Accord and is violative of Clause 14 (a) of the said Accord. That is quoted below:

"14. The Central and the State Government have agreed to:

(a) review with sympathy and withdraw cases of disciplinary action taken against employees in the context of the agitation and to ensure that there is no victimization."

8. The petitioner made an application for further review of his case and that is Annexure 5 to the writ application. By annexure-6 OIL refused to review it but made certain concessions. They are as follows:

"i. That subject to successful completion of Training and passing of the required test, the petitioner would be confirmed in Grade- "B" and would be eligible for next promotion to Grade-III.

ii. That the experience of the petitioner outside OIL would also be considered."

9. The petitioner submitted an appeal to the authority that he should be reinstated in Grade-"C" of the service and made an appeal that he should be put at par with his other colleagues in all respects. That appeal was not acceded to. The circular governing the promotion at that point of time is stated in paragraph 19 of the writ application and that is quoted below:

"That the Recruitment and Promotion Rules as per Circular No. PEM/01/01-937 dated May 2, 1983 may be quoted as under:

"Trainees will be appointed in executive Grade-B on successful completion of their training period of one year.

On completion of a total two years service in the Executive Grade- B, they will be eligible for promotion to Grade-C.

Those appointed directly in Grade-B will be eligible for promotion to Grade-C after one year service (probation followed by confirmation) in OIL provided they have relevant experience of a total of minimum three years."

10. Ultimately, on October 5, 1990 another application was filed by the petitioner which is Annexure 8 to the writ application and that is quoted below:

"Understanding that you are considering reinstatement of me in your company as per provisions of the Assam Accord of 1985 in respect of the victimized employees, I beg to submit my appeal to you for the same. I shall be extremely grateful to you if you kindly reinstate me at a suitable post so as to put me at par with my then contemporary Executive Trainees (i.e. at the same grade and basic pay at which the trainees who joined at about the same date with me are at present) as per the Assam Accord, 1985.

For your kind information only I give below the details of the experience gathered by me so far.

I once again appeal to you to reconsider my case sympathetically in the light of the Assam Accord, 1985.

Thanking you and looking forward to a favourable reply at an early date."

11. Thereafter on October 16, 1990, the Central Govt. issued a circular regarding this and that is Annexure-9 to the writ application and that is quoted below;

"Attention of the various Ministries/Departments are invited to this Department's OM No. 33011/1 (S)/83-Estt.(B) dated September 20, 1985 which lays down guidelines for reviewing the cases of employees against whom a penalty had been imposed as a result of the disciplinary proceedings or whose services were terminated, for their participation in the Assam agitation. The manner in which the intervening period of those employees who had been reinstated in service as a result of the aforesaid review had been under consideration and it has now been decided that in all such cases relating to the employees of the Central Government, Central Public Sector Undertakings, statutory autonomous and other undertakings and nationalised banks and insurance corporations, the intervening period between the date of reinstatement and the date of dismissal/removal/termination from service shall be treated as on duty.

Sl. No Organisation Department Period Duration

1. Regional Research Laboratory, Jorhat. Research Wing From Nov " 81 To April" 82 6 Months

2. Hindustan Fertilizer Corpn. Ltd., Nsmrup Graduate Engineer Trainee From May" 82 To Nov" 82 6 Months

3. Oil India Ltd. Executive Trainee From Nov" 83 To July" 83 8 Months

4. Greaves Cottom & Co. Ltd., Bombay Sales From March "84 To Feb" 86 & Since from May"89 (Continuing) 24 Months

5. TIL., Calcutta Sales From Feb" 86 To Feb" 89 36 Months

2. Ministry of Finance, etc., are requested to bring the above instructions to the notice of all the authorities under their control.

3. Hindi version will follow".

12. Thereafter, the petitioner was asked to appear in an interview regarding employment of the petitioner in OIL and that is Annexure -10 to the writ application and that is quoted below:

"We write with reference to your letter dated October 5, 1990 seeking employment in Oil India Limited and are pleased to call you for an interview on Thursday the November 15, 1990 at 12.30 p.m. at Duliajan.

2.0 You are advised to report to the Office of the undersigned at the appointed place and time for the above interview."

13. Subsequently, on November 17, 1990, the petitioner was appointed as Senior Engineer (Contracts) in Grade "C" in the Executive Cadre of OIL vide Annexure-11. The relevant clauses are quoted below:

"5.0 You will be required to serve a probationary period of 12 months which may be extended at the discretion of the Company. During the probationary period, we reserve the right to dispense with your services without notice under the common law. Should your services be found satisfactory at the end of the period of probation or extended period of probation, your appointment will be confirmed in writing. Unless so confirmed in writing, you will continue to be on probation.

7.0 After confirmation, your services will be subject to termination by us at any time by serving three months" notice or payment of a sum equal to three months" salary in lieu of the notice. You, on your part may terminate your services at any time by giving three months" notice or payment of a sum equal to three months" salary in lieu of the notice.

8.0 You will be liable to be transferred to any area of the Company"s operations and will be governed by the rules of the Company.

10.0 On completion of 12 months service, you will be entitled to 30 days privilege leave. Thereafter, privilege leave will accrue at the rate of 2 1/2 days of each completed month of service. This may be accumulated upto a maximum of 240 days.

13.0 Should this offer be acceptable, we would request you to return the duplicate of this letter duly signed in token of your acceptance before December 24, 1990. Please also let us know the exact date when you will be able to join us which should not be later than December 31, 1990."

14. The petitioner in terms of Clause 13 quoted above signed the duplicate letter in token of his acceptance and joined in the service and thereafter on December 13, 1991 after the completion of 12 months, the petitioner wrote the following

letter vide Annexure-13. That is quoted below:

"I write with reference to my letter dated December 7, 1990 and once again take this opportunity to convey my sincere thanks & gratitude for reappointing me in your organization in Grade "C".

2. I am glad to inform you that I have successfully completed 1 (one) year probation as per terms of appointment on December 6, 1991 in the Contracts & Development Departments. During this period, I have discharged my duties sincerely and honestly carried out all the jobs assigned to me most effectively to the satisfaction of all.

3. In my letter dated December 7, 1990 I appealed to you to kindly consider my case sympathetically and put at par with my erstwhile colleagues in the Production Department. As per the true spirit of the Assam Accord 1985, I humbly appeal to you once again to kindly consider my request favourably.

4. I sincerely hope that you will appreciate that my request is genuine and legitimate in the light of the Assam Accord, 1985 and the Government's policies and instructions in this regard and in view of the earlier correspondence to me on the subject which inter-alia mentioned that -

i) I would be offered a Basic Pay at par with my batch mates in the Production Department.

ii) I shall be eligible for promotion to the next grade on having the experience including outside experience. (I have total of 10 years experience as on date)."

15. The petitioner was given the seniority and other benefits as claimed by him and his grievance is that the other persons who joined with him as trainees have already reached the stage of Grade-D and E and he has been rotting in Grade-"C". Hence this writ application.

16. I have heard Sri A.R. Barthakur, Learned Advocate for the petitioner and Sri J.P. Bhattacharjee. Learned Advocate for the respondents Nos. 1, 2 and 3. None appeared for the respondents Nos. 4 and 5 at the time of hearing.

17. An affidavit-in-opposition has been filed on behalf of Respondents Nos. 1, 2 and 3. Re-cords also have been produced on behalf of these respondents.

18. The basic question which needs to be decided by this Court is what is the basis on which the petitioner was reinstated in the OIL and whether it is fresh appointment in the OIL or he was reinstated on the basis of the Assam Accord.

19. The next question which arises is that whether failure to make other persons as party will affect others if this petition is allowed, whether this petition is to be thrown out on the ground that necessary parties are not before this Court?. Sri Barthakur urges that the petitioner has not claimed anything against them and what he has claimed is that he should be treated at par with other persons who joined with him as trainee. Sri Barthakur further urges that the appointment of

the petitioner cannot be deemed to be a fresh appointment as fresh appointment is to be made by following a particular procedure but that was not done in the instant case. It is urged that in the case of the petitioner he alone was called for interview and after interviewing the order of appointment was passed. That it is not a fresh appointment can be determined from the fact that the petitioner was given 6 (six) increments at a stretch to bring him at par with the other employees who joined along with him as trainee and his grievance is that he should be given the seniority and continued in service and it is urged that these two things are proved under the Assam Accord. It is further urged that if these two reliefs are granted that will not create any chaos in the service and that claim is equitable, just and reasonable.

20. A written argument was also filed on behalf of the petitioner. On the other hand it is argued on behalf of the respondents that the appointment of the petitioner in the year 1990 was a fresh appointment and the petitioner cannot be given seniority over others as that will create a chaotic condition in the management. Regarding the salary of the petitioner, the authority took care of it and made provision for it by giving him increments. The period for which the petitioner was not in service of the OIL cannot be treated or deemed to be in service of OIL because at that point of time, the petitioner admittedly was working at some other place and earning there. So, the question of making payment of arrear to the petitioner and granting seniority to the petitioner as claimed does not arise. Further, it is urged that the petitioner accepted the offer of appointment in 1990 by signing the duplicate copy of the letter of appointment and later on he cannot make a grievance of it. The petitioner having accepted the offer once cannot later on make a summersault. He was subsequently confirmed and that also was accepted by the petitioner. It is submitted on behalf of the respondents that the authority is not vindictive but the authority was most sympathetic and the authority has done in favour of the petitioner within the four corners of law without affecting the set up of the management. The management is duty bound not only to look to the interest of the petitioner but it must look also to the interest of other employees. If the claim of the petitioner is given to him as claimed by him it will amount to undue benefits and that will cause injustice to other employees of OIL. It is argued that the claim of the petitioner for restoring seniority and continuity in service is not reasonable and justified.

21. Sri. Barthakur, Learned Advocate for the petitioner in support of his contention placed reliance in 1975 LLJ 228 (SC) (Dr. Amarjit Singh Ahluwalia v. The State of Punjab and Ors.) wherein he relied on in paragraph 9 of the judgment. The relevant portion of para 9 is quoted below:

" Clause (2) (ii) of the memorandum dated October 25, 1965 provided that the seniority of the officers in the integrated service shall be determined by reference to the length of continuous service from the date of appointment in the group within their respective service. What was, therefore, required to be taken into account was the actual length of continuous service from the date of

appointment and not the length of continuous service reckoned from an artificial date given by the State Government. Now, it is true that Clause (2)(ii) of the memorandum dated October 25, 1965 was in the nature of administrative instruction, not having the force of law, but the State Government could not at its own sweet will depart from it without rational justification and fix an artificial date for commencing the length of continuous service in the case of some individual officers only for the purpose of giving them seniority in contravention of that clause. That would be clearly violative of Articles 14 and 16 of the Constitution. The sweep of Articles 14 and 16 is wide and pervasive. These two articles embody the principle of rationality and they are intended to strike against arbitrary and discriminatory action taken by the "State". Where the State Government departs from a principle of seniority laid down by it, albeit by administrative instructions, and the departure is without reason and arbitrary, it would directly infringe the guarantee of equality under Articles 14 and 6. It is interesting to notice that in the United States it is now well settled that an executive agency must be rigorously held to the standards by which it professes its actions to be judged and it must scrupulously observe those standards on pain of invalidation of an act in violation of them. Vide the judgment of Mr. Justice Frankfurter in *Vitaratti v. Seaton*. This view is of course not based on the equality clause of the United States Constitution and it is evolved as a rule of administrative law. But the principle is the same, namely, that arbitrariness should be eliminated in State action."

22. That was a case where the appellant was a Class II Officer in the Public Health Service prior to its integration on July 15, 1964 with the Provincial Civil Medical Service to which the respondents Nos. 3 to 19 belonged. By an order dated April, 1964 respondents Nos. 3 to 19 had been promoted to class-1 in P. CM. S. with immediate effect. They however assumed charge of the higher posts only after April 27, 1964. The appellant has been promoted with retrospective effect to Class-I in his original P.H.S. from April 25, 1964.

23. The inter se seniority on integration was to be decided by Clause 2 (ii) of the Memorandum dated October 15, 1965 "with reference to the length of continuous service from the date of appointment in the group". The State Government reckoned the date of appointment of respondents No. 3 to 19 to be April 8, 1964 and placed them senior to the appellant.

24. The single Judge of the High Court accepted the appellant's plea that the service of respondents started only when they took charge and since that was after April 25, 1964, the appellant was senior to them. That order was set aside by the Division Bench. On appeal the Supreme Court held that in order to understand the principle of seniority as laid down by the Memorandum one must look to its purpose which shows to follow a fair and just principle for determining their inter se seniority in the integrated service. So, the principle of length of continuous service from the date of appointment was applicable to officers coming from both the services for the purpose of fixing their inter se seniority in

the integrated service. This case instead of helping the petitioner helps the respondents. That is not the fact of the case in hand. The petitioner herein was appointed as a trainee vide Annexure-I and he did not complete the period of training. So at no point of time the petitioner was a regular employee of OIL and thereafter rightly or wrongly his training period was terminated on July 2, 1983 by Annexure-2. Thereafter by Annexure-11 he was appointed as Senior Engineer (Contracts) Grade-"C" in the Executive Cadre of the company. So, he will be deemed to be an employee of the company on and from that date and not earlier to it. So, the question of giving seniority to the petitioner from the date of his appointment as trainee, vide Annexure-I, does not arise.

25. It is further urged that the appointment to Grade "C" vide the letter of appointment, Annexure-11 as indicated above is against the Oil Executive Recruitment and Promotion Rules, 1990 and guideline and reliance is placed on Rules, 6.9, 6.10, 6.11 & 6.12. That is quoted below:

"6.9 Vacancies at Grades "C", "D", "B", "F", "G" and "H" will be filled in by promotion of suitable departmental candidates fulfilling the requisite educational qualification and experience, failing which through the direct recruitment/deputation.

6.10 Vacancies required to be filled up by direct recruitment shall be notified by the Personnel Department through Daily Newspapers having circulation in major parts of the country and in such other News Papers as Company may consider necessary.

6.11 All applications received from direct recruitment shall be scrutinised and such applications shall be rejected which do not fulfill the criteria as laid down in the advertisement, Management may, however, fix the higher criteria for screening the applications if the number of applications is large vis-a-vis the number of candidates to be selected for appointment/empanelment.

6.12 For one vacancy, normally not more than 7 candidates will be called for interview."

26. It is urged that as the petitioner was not appointed in compliance with this rule, it must be deemed that the petitioner was reinstated in service and he is not a fresh candidate/recruit. The petitioner wants to get assistance for this argument from the following things:

- i) There was no advertisement in the Daily Newspaper as required by Rule 6.10 quoted above.
- ii) Only the petitioner was called for interview and others were not called for interview.

27. The petitioner received certain benefits by way of direct recruitment and having received the benefits now he cannot move back and ask for something more to which he is not eligible. There may be deviation from the recruitment

rules in the case of the petitioner but that will not give a right to the petitioner to agitate the question of seniority as is done in this case. The moot question is that from what date the petitioner can be deemed to be the employee of the OIL. He will be deemed to be an employee of the authority only from the date on which he was appointed. The letter of appointment as Executive Trainee shows as follows: (Clause 7 of Annexure-1)

"After completion of a total 12 months training a written test and interview will be held to assess your suitability for absorption into the Company's executive cadre."

28. Clause 8 of the appointment letter provides as follows:

"Subject to your qualifying in the test referred to in paragraph 7 above and subject to there being suitable vacancies, you will be considered for employment in the executive cadre of the Company on probation for a period of 6 months on a basic salary of Rs. 805/- per month with dearness allowance of Rs 375/- per month and additional dearness allowance of Rs. 75/- per month. On satisfactory completion of probationary period you will be confirmed in the executive cadre."

29. As the service of the petitioner was terminated whether rightly or wrongly before the completion of the training he did not belong to the Executive cadre of the company and on the facts and circumstances of this case I find that the petitioner was a direct recruit to Grade - "C" and from the date on which he was appointed vide Annexure-11. So, he can get his seniority I on and from that date only and that seniority cannot go back for a period of which the petitioner cannot be deemed to be an employee of OIL.

30. The next case relied on by Sri Barthakur is 1979 LLJ 217 (Ramana Dayaram Shetty v. International Airport Authority of India and Ors.)(SC). That is the case of Airport authority and Sri Barthakur relied on paragraph 11 at page 224 - 225 of that judgment which is quoted below:

"2 (a) It is well settled rule of administrative law that an executive authority must be rigorously held to the standards by which it professes its actions to be judged and it must scrupulously observe those standards on pain of invalidation of an act in violation of them. The defined procedure, even though generous beyond the requirements that bind such agency must be scrupulously observed. This rule, though supportable also as emanating from Article 14, does not rest merely on that article. It has an independent existence apart from Article 14. It is a rule of administrative law which has been judicially evolved as a check against exercise of arbitrary power by the executive authority. It is indeed unthinkable that in a democracy governed by the rule of law the executive Government or any of its officers should possess arbitrary power over the interests of the individual. Every action of the executive Government must be informed with reason and should be free from arbitrariness. That is the very essence of the rule of law and its bare minimal requirement. And to the application of this principle it makes no difference whether the exercise of the

power involves affectation of some right or denial of sonic-privilege."

31. As indicated above, I find that the authority was generous to the petitioner and whatever is possible was given. From the record it will be seen that the executive training scheme was brought into existence by Memo dated March 10, 1982 and it is seen that one is deemed to be an employee of the OIL only after the completion of the training. During the period of training the trainees were asked to sign a bond that was done by the petitioner and the petitioner decided to resign from the training scheme in February, 1983 thereafter even on December 25, 1983 the petitioner wrote as follows;

"With due respect I beg to lay before you this appeal in the context of my termination from the services of Oil India Limited in the month of July, 1983.

That sir, in this connection I had an interview with you at your office on July 29, 1983 wherein I tried to bring home my feelings which perhaps I could not communicate properly in proper perspective. Subsequent to this, I came to Duliajan twice with a view to seek a further appointment with you which somehow did not materialize since both the times you were out of station. This time also as my ill luck would have it, I failed to meet you in person. I have therefore taken this liberty to put this prayer in writing before you for your sympathetic consideration. That sir, due to the peculiar situation in Assam in the month of February 1983 when a large number of Oil Executives submitted resignation I too resorted to the same action without giving much thought out of fear and emotion. Even though late, I have now fully realised that my involvement in such matters was uncalled for and was not for the interest of the company. I sincerely regret for all that had happened and can assure you sir, if my appeal is considered I shall not allow myself to be involved in such affairs in future under similar circumstances I also sincerely regret for all acts of commission and omission which had any bearing on the company's operations.

I therefore fervently appeal to you to reconsider your decision and allow me to continue in my service with the company as soon as possible. I also confirm that I am agreeable to work anywhere in company's operational areas with the best of my abilities.

Thanking you."

32. Thereafter it is seen from the record that the senior executive of the company requested the other employer to sympathetically consider the case of the petitioner. This shows that the authority instead of being vindictive wanted to help the petitioner. Even on January 6, 1986 the petitioner was reinstated in service and he was asked to undergo remaining training for the period of 4 months but that was not heeded by the petitioner, the petitioner did not avail that opportunity and used to write series of letters and there is a note by the authority as follows:

"This was as per discussion with DP, who wanted Shri. AK.K to make an

application showing his desire to join OIL and also giving his experience, so that he can be fitted to the right Deptt. based on his experience."

33. It was on the basis of this note that the petitioner was asked to appear in the interview and thereafter he was appointed directly to Grade-"C" on November 17, 1990.

34. Accordingly, there is no merit in this writ application and the same is dismissed. I leave the parties to bear their own costs.