

(1992) 09 MAD CK 0066

In the Madras High Court

Case No : Writ Petition No. 9678 of 1983

N. Raghunathan

APPELLANT

Vs

Union of India (UOI) and Others

RESPONDENT

Date of Decision : 18-09-1992

Acts Referred:

Constitution of India, 1950 — Article 311
Industrial Disputes Act, 1947 — Section 25F
Life Insurance Corporation Act, 1956 — Section 48

Citation : (1995) 2 LLJ 1025 : (1994) WritLR 456

Hon'ble Judges : Somasundaram, J

Bench : Single Bench

Advocate : N.G.R. Prasad, for S. Senthil Nathan and N.A. Padmanabha Rao, for the Appellant; S. Veera Raghavan, ACGSC for Respondent No. 1 and R. Sundara Varadhan, S.C., Umapathy and Jagadesan for Respondent Nos. 2 and 3, for the Respondent

Final Decision : Dismissed

Judgement

Somasundaram, J.—The prayer in the Writ Petition is to issue a writ of certiorari to quash the order of the 3rd respondent dated April 8, 1983 terminating the services of the petitioner as probationary Development Officer.

2. The 3rd respondent appointed the petitioner as an apprentice Development Officer under Life Insurance Corporation of India by the order dated January 21, 1982. The petitioner was first taken as apprentice for a period of one year commencing from February 1, 1982 and he was given training at Development Officer's Training Centre at Thanjavur. The petitioner underwent the said training for two months from February 1, 1982 to March 31, 1982. On completion of the theoretical training course at Thanjavur, the petitioner was posted to Dharmapuri Branch of the L.I.C. to undergo administration training. This training lasted one month. After the administration training was over, the petitioner was posted for field training under Dharmapuri branch with headquarters at Jalakandapuram. When the petitioner's period of apprenticeship ended on January 31, 1983 the

petitioner must have been placed on probation from February 1, 1983. However, the 3rd respondent has not placed the petitioner on probation on the ground that the petitioner had not completed the target of Rs. 15 lakhs new business during the period from May 3, 1982 to December 31, 1982. On December 10, 1982, a notice was issued to the petitioner stating that if he does not complete the minimum requirement of Rs. 15 lakhs by December 31, 1982, the 3rd respondent may be compelled to terminate his apprenticeship effective from January 17, 1983. By the letter dated January 18, 1983 it was pointed out to the petitioner that his period of apprenticeship would end on January 31, 1983 and he cannot be placed on probation from February 1, 1983 unless sufficient progress is shown by him during his apprenticeship period. On February 1, 1983 the petitioner represented to the 3rd respondent stating that he had introduced business to the tune of Rs. 8.5 lakhs and that given six more weeks, he would fulfil the target. Based on the report that the petitioner had introduced 107 proposals amounting to Rs. 15,14,500/- and activated 18 agents it was decided to place the petitioner on probation from February 1, 1983. The order appointing the petitioner as probationary Development Officer with effect from February 1, 1983 was issued on February 19, 1983 giving the terms and conditions under which he was placed under probation. On March 29, 1983 the third respondent issued a notice to the petitioner pointing out certain irregularities and directed the petitioner to submit his explanation on or before April 4, 1983. The notice dated March 29, 1983 reads as follows:-

"Life Insurance Corporation of India

Phone No. 23241 (4 Lines) Divisional Office

"India Life Building"

Trichy Road

P.B.No. 3810

Coimbatore 641 018.

Tel: "Bima Mandal"

Ref: Dev. Date: March 29, 1983. Shri N. Raghunathan,

Prob. Dev. Officer (Code No. 19776),

Life Insurance Corpn. of India,

Jalakandapuram 635 501,

Salem District.

Dear Sir,

Ref: Your Probation.

You are aware that your apprenticeship ended on January 31, 1983 and you were

to be considered for being put on probation from February 1, 1983 and since you did not comply with the conditions prescribed, your apprenticeship should have been terminated on January 31, 1983, itself.

However, on your representation and on the recommendations of your Branch Manager and the Asst. Branch Manager (D), the Sr. Divisional Manager was kind enough to give you another 15 days time with specific assignment, which, if completed, would entitle you to be put on probation effective from February 1, 1983. Your Branch Manager was asked to communicate the compliance. The stipulations fixed by the Sr. Div. Manager and your achievement for the period as on February 15, 1983, as communicated by your Branch Manager are given below:

Stipulations Achievements

1. Agents lobe acti vised 18 18
2. New Business to be introduced Rs. 15 lakh Rs. 15.01 lakhs.
3. No. of agents qlfd. 8 4

Even though you had not completed the qualification of agency stipulation, the Sr. Div. Manager was kind enough to place you on probation effective from February 1, 1983.

It was also found that you had done very good business during the first fortnight of February 1, 1983. i.e. from February 1, 1983 to February 15, 1983, you had introduced 18 proposals for Rs. 6.81 lakhs.

You are aware that your duties as a Dev. Officer require selecting, recruiting suitable persons and training them as our agents in the area placed under your control and getting new business and premium income through them. On investigation it was found that in respect of the 18 proposals registered during the first fortnight of February. 1983, all proposals excepting one were from persons residing outside your area and mostly from Dharmapuri and two cases from Trichy. Similarly, most of the proposals are on the lives of the employees of our Dharmapuri Branch and/or their children. In fact, there is one proposal for Rs. 1,000/- on your own life also. All the proposals excepting two are insured under long term low premium under without profit plan. While there is no bar in selling without profit policies, this appears to be a concerted attempt on your part to sell such policies during this 15 days time only to show that you have complied with the stipulations with regard to new business production, but the proposals were not from your area nor can it be said that they were canvassed by the various agents in whose agencies they were introduced. It only shows that you have been trying to circumvent the conditions and thus earn your probation by misrepresentation.

You have neither organised the area nor secured proposals from your area nor have your agents been trained and activised properly. We have reasons to

believe that these proposals are programmed lapses and that will not remain in the books of the Corporation and the intention of the proposers is not to continue the policies, but only to help you in showing some fictitious figures.

These acts of yours constitute grave irregularities warranting determination of your probation.

We would like to have your explanation before we proceed further in the matter.

Your explanation should reach us on or before the April 4, 1983.

Your faithfully,

Sd/-

Sr. Divisional Manager."

The petitioner submitted his explanation on April 4, 1983. Thereafter, on April 8, 1983, the 3rd respondent passed the impugned order terminating the services of the petitioner as probationary Development Officer. The order dated April 8, 1983 reads thus:

"Life Insurance Corporation of India

Divisional Office

"India Life Building"

Trichy Road

P.B.No. 3810

Coimbatore-641 018.

April 8, 1983

Ref: Development

Registered A.D.

Shri N. Raghunathan

Prob. Dev. Officer (C.No. 19776)

LIC of India,

Jalakandapuram 636 501

(Dist Salem)

Dear Sir,

This is to advise you that your services as probationary Development Officer stand terminated with immediate effect.

You will be paid salary and Allowances due to you till today by the Branch

Manager, Dharmapuri.

You may return the T.R.A. Book and other: forms to our Dharmapuri Branch immediately.

Yours faithfully,

Sd..... ;

Sr. Divisional Manager."

The order dated April 8, 1983 is challenged in the present Writ Petition.

3. Mr. N.G.R. Prasad, the learned counsel for the petitioner contended in the first place that on the date of the impugned order no doubt the petitioner was holding the post of probationary Development Officer and the impugned order of termination dated April 8, 1983 is ex facie an order of termination simpliciter. However, the learned counsel for the petitioner contended that the form of the order of termination or the language in which it is couched is not conclusive; when an allegation is made by the employee assailing the order of termination of services as one based on mis-conduct, though couched in innocuous terms, it is incumbent on the part of the Court to lift the veil to see the true nature of the order. The learned counsel heavily relied on the averments in the notice dated March 29, 1983 and submitted that in the said notice the petitioner was accused of certain irregularities and further it was alleged in the said notice that the petitioner had been trying to circumvent the conditions and earn his probation, by mis-representation; such allegations amount to allegation of mis-conduct; the allegation of mis-conduct and grave irregularities alleged in the notice dated March 29, 1983 is the foundation of the impugned order, though it is worded as an order of termination simpliciter and therefore the order of termination amounted to punishment. The learned counsel for the petitioner also submitted that the order of termination of the services of the petitioner cannot be sustained if the foundation of the order of termination was an alleged mis-conduct on the part of the petitioner and if such order of termination involved a stigma to the petitioner. The further contention of the learned counsel for the petitioner is that if the impugned order is considered as an order of punishment, then the removal of the petitioner from the service without holding an enquiry would violate Article 311 of the Constitution of India, and consequently the impugned order is liable to be quashed. In support of his contention, the learned counsel for the petitioner relied on:

1. Jarnail Singh and Others Vs. State of Punjab and Others, .

2. Om Prakash Goyal v. H.P.T.D.C. Ltd., 1992 I LLJ 469.

4. Per contra, Mr. Sundara Varadhan, learned Senior Counsel appearing for the respondents 2 and 3 submitted that the order of termination in the instant case is not by way of punishment and it does not attach any kind of stigma on the petitioner. The learned counsel has drawn my attention to the order of

termination and contended that the order is one of termination of the probation simpliciter without involving any stigma or penalty. The learned counsel for the respondents 2 and 3 further contended that the petitioner who was on probation was not suitable to the post and therefore his services were terminated by the impugned order. The learned counsel again contended that the petitioner who was merely on probation in the post of Development Officer could be terminated from service, if respondents 2 and 3 found him to be not suitable to the post of Development Officer in which he had been placed on probation. The further submission of the learned counsel for the respondents 2 and 3 is that on the performance of the petitioner as Probationary Development Officer in the first fortnight of February, 1983, the 3rd respondent was satisfied that the petitioner was not suitable for the post of development officer. The learned counsel contended that the conduct of the petitioner might have motivated the 3rd respondent in taking the action against him and passing the impugned order; but it cannot be said that the termination of the period of probation in such a circumstances would amount to any punishment. In support of his contention, the learned counsel for the respondents 2 and 3 relied on the following decisions:

1. The State of U.P. Vs. Ram Chandra Trivedi, .
2. State of Uttar Pradesh Vs. Bhoop Singh Verma, .
3. Oil & Natural Gas Commission v. Md. S. Iskander Ali 1980 1 LU 155 SC.
4. Nepal Singh Vs. State of Uttar Pardesh and Others, .
5. State of Maharashtra v. V.R. Saboji : (1979)IILLJ393SC (SC).
6. Champaklal Chimanlal Shah Vs. The Union of India (UOI), .
7. State of Punjab and Another Vs. Shri Sukh Raj Bahadur, .
8. R.S. Sial Vs. The State of U.P. and Others, .
9. Hari Singh v. State of Punjab 1974 11 LLJ 438.

5. I have carefully considered the arguments of the counsel for the petitioner and respondents 2 and 3. After going through the various decisions referred above, I am inclined to think that the position of law as laid down by the Supreme Court in the various decisions referred above, in relation to termination of services of an employee on probation is well settled. If an order terminating the services of a probationary officer is an order of termination simpliciter without attaching any stigma to the employee and if the said order is not an order by way of punishment, there will be no question of the provisions of Art. 311 of the Constitution being attracted. As the law on the question is well settled, it is not necessary to consider the various decisions cited before me in detail.

6. The next important question that arises for consideration is whether the impugned order of termination of the services of the petitioner is a termination simpliciter or would it in effect be an order of punishment. For the purpose of

deciding the question whether the impugned order is an order of termination simpliciter or an order by way of punishment, we have to consider the relevant facts and circumstances of the present case leading to the passing of the impugned order. It is seen from the notice dated March 29, 1983 that on the basis of the performance of the petitioner during the period of apprenticeship, the respondents were not inclined to place the petitioner on probation. However, on the basis of the representation of the petitioner dated February 1, 1983 stating that he had attained business target of Rs. 8.5 lakhs and he had recruited four agents and activated 11 agents and the further promise that he will fulfil the target provided he is given 6 weeks more, respondents 2 and 3 decided to place the petitioner on probation. Further, the materials on record also go to show that the petitioner could not be placed on probation earlier because his work was not satisfactory and it is only with a view to give the petitioner one more chance he was placed under probation on the basis of his representation. In para 7 of the counter affidavit filed in W.M.P. No. 2595/91, a petition, filed to raise additional grounds in this writ petition, the respondents 2 and 3 have stated the circumstances which led to passing of the impugned order in the following terms:

"In the instant case it was found on analysis of the business done by the petitioner during the first fortnight of February 1983 that out of the 18 proposals secured by him during the said period, 8 cases related to proposals on the lives of the employees working in the Dharmapuri Branch or their children. Out of the remaining 10 cases, 2 cases relate to proponents in Trichy, 5 cases relate to proponents in Dharmapuri, one case to Omalur and only one case relates to a person in Mettur area. It will thus be seen that out of the 18 proposals, 17 are from persons outside his area of operation. In fact he seems to have given one proposal for Rs. 1,000/- on his own life. All the proposals have been introduced under the Scheme of "Without Profits" plan for long terms. It is significant to note that Staff members are eligible for 10% rebate on the premium under the Corporation Employees' Insurance Scheme. The above facts indicate that the petitioner failed to organise his work in the area allotted to him and activate his agents and that he had somehow managed to show on paper that he had attained the target.

It is also true that in the present case the respondents could have initiated departmental action against the petitioner for securing business outside his area of operation and also introducing business which may not remain in force and was done with the sole intention to boost his business, and terminated his services, however, such a course of action would have cast a stigma on him and blighted the prospects of the petitioner seeking fresh pastures elsewhere. "The second Respondent, therefore, chose not to harm the future prospects of the petitioner and therefore simply discharged him during his probation in exercise of the statutory power conferred on the Respondent by Regulation 14(4) of the Staff Regulations and, in exercise of the prerogative, as upheld by the Supreme Court in *Ajit Singh and Others Vs. State of Punjab and Another*, . The respondents, therefore, submit that the discharge of the petitioner during his

probation was clearly in accordance with the law and, what is more, was in exercise of the powers of the employer upheld by Supreme Court in the said Ajit Singh's case in matters relating to probation of an employee."

Further in para 5 of the counter affidavit filed in the writ petition, it is stated as follows:

"In the instant case the petitioner had been given several opportunities to improve his work and because his work was not satisfactory, the respondent terminated his services. There is no stigma involved in the order of termination and it is purely because his work was not up to the mark and satisfactory that this was done."

A careful examination of the notice dated March 29, 1983 and the averments in the counter affidavits extracted above goes to show that the petitioner could not rise up to the occasion to meet the demands of his assignment; that he was not suitable for the post and that the services of the petitioner were terminated only on the ground of un-satisfactory work and not on the ground of any mis-conduct. Further the conduct of the petitioner and the various facts of commission and omission referred to in the notice dated March 29, 1983 might have been a motive for terminating the services of the petitioner, and it cannot be said that they formed the foundation for passing the impugned order terminating the services of the petitioner. The Supreme Court has repeatedly held that even if misconduct, negligence, inefficiency may be a motive or the inducing factors which influence the authority to terminate the services of the employee on probation, such termination cannot be considered as penalty or punishment. Therefore even if the conduct of the petitioner and the acts of commission and omission referred to in the notice dated March 29, 1983 may be considered as a motive which influenced the 3rd respondent to pass the impugned order, the said order cannot be said to be by way of punishment. On a careful consideration of these facts it has to be held that the impugned order is an order of termination of service simpliciter and it had not been made by way of punishment and that the impugned order does not attach any kind of stigma to the petitioner. Therefore, the question of holding an enquiry and the violation of Article 311 of the Constitution does not arise in this case. In these circumstances, I have no hesitation in rejecting the first contention of the learned counsel for the petitioner that the impugned order is not an order of termination of service simpliciter and it amounted to punishment.

7. The second contention of the learned counsel for the petitioner is that the reasons given by the 3rd respondent in the notice dated March 29, 1983 and in the counter affidavit filed in the writ petition for terminating the services of the petitioner are not valid reasons and therefore the impugned order is liable to be set aside on the ground of arbitrariness. I am unable to accept this contention of the learned counsel for the petitioner. Para 4 of the order of appointment dated February 19, 1983 shows that the headquarters for the petitioner shall be at Jalakandapuram and that the petitioner should confine his operations during the

probationary period to the following area viz., Nangavalli and Mettur Panchayat - exclusive area ; Mettur including Mettur Dam common with other Development Officers. A perusal of the notice dated March 29, 1983 and the counter affidavit filed on behalf of the respondents 2 and 3 shows that the duties of the petitioner as development officer require selecting, recruiting suitable persons and train them as agents of Life Insurance Corporation of India in the area placed under the control of the petitioner and getting new business and premiums income therefor. On investigation, it was found that in respect of 18 proposals registered during the first fortnight of February 1983, all the proposals excepting one were from persons residing outside the area allotted to the petitioner and mostly from Dharmapuri and two cases from Trichy. It was further found that most of the proposals were on the lives of the employees of the Dharmapuri Branch of LIC and/or their children. Thus, respondents 2 and 3 have given valid reasons in the counter affidavit for terminating the services of the petitioner.

8. The third contention of the learned counsel of the petitioner is that the impugned order of termination is illegal because respondents 2 and 3 did not comply with the provisions of Section 25F of the Industrial Disputes Act by paying the retrenchment compensation to the petitioner, even assuming it is a case of termination simpliciter and therefore, the order of termination is liable to be set aside. On the other hand, Mr. R. Sundara Varadhan learned counsel appearing for the respondents 2 and 3 submitted that in view of the provisions of the Life Insurance Corporation (Amendment) Act, 1981, the provisions of Life Insurance Corporation of India (Staff) Regulations 1960 (hereinafter called the Regulations) have not only become the rules made by the Central Government u/s 48 of the Life Insurance Corporation Act, 1956, but also they shall have effect, notwithstanding anything contained in the Industrial Disputes Act or any other Law or Instrument for the time being in force. The learned counsel for the respondent 2 and 3 further contended that inasmuch as the termination of the petitioner as probationary development officer is governed by Regulations 14, which will have overriding effect over the provisions of the Industrial Disputes Act in view of the provisions of the Life Insurance Corporation (Amendment) Act, 1981, the petitioner cannot invoke Section 25F of the Industrial Disputes Act. The learned counsel relied on a Full Bench judgment of this Court in Terminated Full Time Temporary L.I.C. Employees Welfare Association, Thanjavur Division v. Senior Div. Manager, LIC., Thanjavur. (W.P. Nos. 10367 of 1989 etc. batch dated July 27, 1992), in support of his contention that the provisions of the Industrial Disputes Act are not applicable to the employees of the LIC of India. In reply, Mr. N.G.R. Prasad contended that in the Life Insurance Corporation Act, there is no provision for payment of retrenchment compensation and therefore Section 25F of the Industrial Disputes Act dealing with the retrenchment of workman is applicable to the facts of the present case notwithstanding the provisions of the LIC (Amendment) Act, 1981.

9. Before referring to the above mentioned decision of the Full Bench of this Court in W.P. Nos. 10367 of 1989 etc., batch relied on by the learned counsel for

the respondents 2 and 3, let me briefly refer to the substance of the relevant provisions of the L.I.C. Act after the amendment of 1981 and the relevant L.I.C. of India (Staff) Regulations, 1960. The Life Insurance Corporation of India (hereinafter referred to as the Corporation) was established u/s 3 of the Life Insurance Corporation Act, 1956 (hereinafter referred to the said Act) (Act 31 of 1956). By the said statute, the Life Insurance business in the country was transferred to and vested in the Life Insurance Corporation of India. Section 11(1) of the said Act provides for the transfer of services of every whole-time employee of an insurer whose controlled business (as defined in Section 2(3) of the Said Act) has been transferred to and vested in the Corporation and who was employed by the employer wholly or mainly in connection with his controlled business immediately before the appointed day. Section 23(1) of the said Act empowers the Life Insurance Corporation of India to employ such number of persons as it thinks fit to enable it to discharge its functions under the said Act. Section 48 empowers the Central Government, by notification in the Gazette of India, to make rules to carry out the purposes of the Act. Section 49, before its amendment in the year 1981 by the Life Insurance Corporation (Amendment) Act, (Act 1 of 1981) empowered the Corporation, with the previous approval of the Central Government, by notification in the Gazette of India, to make regulations not inconsistent with the Act and the Rules framed thereunder, to provide for all matters for which provision is expedient for the purpose of giving effect to the provisions of the said Act and, in particular and without prejudice to the generality of the foregoing powers, providing, among others, for the method of recruitment and the terms and conditions of service of the employees of the Corporation including those whose services stood transferred to it and who became its employees u/s 11(1). The Corporation has accordingly framed regulations known as Life Insurance Corporation of India (Staff) Regulations, 1960 (Hereinafter referred to as "Staff Regulations") defining the terms and conditions of service of its whole-time salaried employees in India. In the year 1981, the said. Act was amended by the Life Insurance Corporation (Amendment) Act, 1981 (Act 1 of 1981) (hereinafter referred to as "the Amendment Act") and clause (cc) was inserted in Sub-section (2) of Section 48. Further, two new sub-sections being Sub-section (2A) and Sub-section (2C) were also added to the said Section 48 of the Act, as a consequence of the aforesaid amendment, among others,

(1) The Central Government was empowered to issue rules providing for the terms and conditions of its employees, including those who became its employees u/s 11(1) ; (2) the regulations and other provisions immediately before the commencement of the Amendment Act with respect to the terms and conditions of service of the employee of the Corporation shall be deemed to be rules made under Sub-section 2(cc) of Section 48; and (3) the provisions of Sub-section 2(cc) and any rule made there under shall have effect, notwithstanding anything contained in the Industrial Disputes Act, 1947 or any other law or any agreement, settlement or award or other instrument for the time being in force".

The staff regulations have not only become rules made by the Central Government u/s 48 of the said Act but also that they shall have effect, notwithstanding anything contained in the Industrial Disputes Act or any other law or instrument for the time being in force.

Regulation (5) of the said Staff Regulations classified the staff of the Corporation as under:

- (a) Class I - Officers
- (b) Class II - Development Officers
- (c) Class III - Supervisory and Clerical staff.
- (d) Class IV - Subordinate Staff.

Regulation 14 deals with the probation of employees and reads as under:

"14. (1) Persons appointed to posts belonging to Class I and II shall, on the first appointment in the Corporation's service, be required to be on probation for a period of one year from the date of appointment.

(2) Persons appointed to posts belonging to Class III & IV shall, on the first appointment in the Corporation's service, be required to be on probation for 6 months.

(3) Subject to the provisions of any law for the time being in force, the appointing authority may, at its discretion, dispense with, reduce or extend the probationary period, but in no case shall the total period of probation exceed.

(a) in case of employees belonging to Class I & II..... Two years

(b) in other cases.... One year.

(4) During the period of probation, an employee shall be liable to be discharged from service without notice".

10. Certain individuals claiming to be in temporary service under the L.I.C. of India and apprehending termination of their services filed Writ Petitions Nos. 12043 and 13442/90 before this Court on the footing that they are entitled to be regularised and continued in service. Thereafter the Associations of Terminated Temporary L.I.C. Employees in various divisions filed a batch of writ petitions in this Court praying for direction to the L.I.C. to absorb and appoint their members in Class III and Class IV posts in the respective divisions. It is claimed in the above mentioned batch of writ petitions that the members of the petitioners' Associations are entitled to the benefits of Section 25 of the Industrial Disputes Act. After the L.I.C. filed its counter affidavit refuting the claim made by the petitioners, further contentions were raised by filing supplementary affidavits. In the writ petitions filed later, it is contended that the members of the petitioners' Association were retrenched employees and as such, would be entitled to claim the benefits of Section 25F, 25H and 25 of the Industrial Disputes Act, the batch

of the writ petitions referred above were heard by a Full Bench of this Court. Among other things, the Full Bench considered the following three questions in the batch of writ petitions:

- (1) Are the Life Insurance Corporation of India (Staff) Regulations valid and are they applicable to the petitioners?
- (2) Are the provisions of the Industrial Disputes Act applicable to the petitioners?
- (3) Are the petitioners "retrenched employees" as defined by the Industrial Disputes Act?

With regard to the first question, the Full Bench held that the L.I.C. of India (Staff) Regulations, 1960 are valid and they are applicable to the petitioners in that case. With regard to the second question, the Full Bench held that the provisions of the Industrial Disputes Act are not applicable to the petitioners with reference to matters covered by Section 48(2C) of the L.I.C. Act. Dealing with the third question whether the petitioners in that case are retrenched employees as defined in the Industrial Disputes Act, the Full Bench in para 81 of its judgment has held as follows:

"We have already held that the L.I.C. (Staff) Regulations are valid and applicable to the petitioners. We have also referred to the fact that the petitioners were appointed temporarily under Regulation 8. We have held that the provisions of the Industrial Disputes Act are excluded to the extent covered by the Regulations. It follows automatically that the petitioners who are governed by Regulation 8 cannot claim to have been retrenched as defined by the Industrial Disputes Act. They cannot invoke the provisions relating to retrenched employees".

11. In the Writ Petitions before the Full Bench, the petitioners who were appointed temporarily under Regulation 8, claimed the benefits u/s 25F and 25H of the Industrial Disputes Act. Regulation 8(2) says that:

"No person appointed under sub-regulation

(1) shall only by reason of such appointment be entitled to absorption in the service of the Corporation or claim preference for recruitment to any post."

The Full Bench held that since the petitioners in the batch of writ petitions are governed by Regulation 8, by virtue of Section 48(2C) of the LIC Act, Regulation 8 will have over-riding effect and the provisions of the Industrial Disputes Act are not applicable to the petitioners in those cases with reference to the matters covered by Regulation 8. Consequently, the Full Bench held that the petitioners in the batch of Writ Petitions are not retrenched employees and Section 25F and 25H of the Industrial Disputes Act are not applicable to them.

12. In the case before us, admittedly by the order dated February 19, 1983, the petitioner was appointed as probationary Development Officer with effect from February 1, 1983 and the order of appointment says that the period of probation

shall be initially for a period of 12 months from the date of the petitioner's joining duty as probationer. The subject of probation of the employees of the L.I.C. is covered by Regulation 14 and the matter of discharge of the services of the probationer is covered by Regulation 14(4). Regulation 14(4) says that during the period of probation, an employee shall be liable to be discharged from service without notice.

The Full Bench of this Court in above mentioned W.P. Nos. 10367 of 89 etc., batch has held that the provisions of the Industrial Disputes Act are excluded so far as the matters covered by the Regulations are concerned. If we apply the ratio of the Full Bench Judgment to the facts of the present case, it follows that the petitioner, who is a probationer, is governed by Regulation 14(4) so far as the matter of discharge from service during the period of probation is concerned, and consequently the provisions of the Industrial Disputes Act relating to the subject of termination of the services of the probationer are excluded. In these circumstances, the petitioner who is governed by Regulation 14(4) cannot claim to have been retrenched as defined in the Industrial Disputes Act and invoke Section 25F of the said Act. According to regulation 14(4), during the period of probation, the petitioner is liable to be discharged from service without notice. Regulation 14(4) also does not contemplate the issue of any notice or the payment of any retrenchment compensation as a condition precedent for discharging the services of a probationer. Inasmuch as, the matter of discharge of the petitioner from service during the period of probation is covered by Regulation 14, it shall have overriding effect, notwithstanding anything contained in Section 25F of the Industrial Disputes Act by virtue of the amended Section 48(2C) of the L.I.C. Act. Therefore, the petitioner cannot invoke Section 25F of the Industrial Disputes Act and contend that the impugned order terminating the services of the petitioner without giving notice and without paying the retrenchment compensation, is invalid for non-compliance of provisions of the said Section 25F. In these circumstances, I have no hesitation in rejecting the 3rd contention of the learned counsel for the petitioner that the impugned order is illegal because respondents 2 and 3 failed to comply with the provisions of Section 25F of the Industrial Disputes Act.

13. In view of the above discussion, it has to be held that there is no infirmity in the impugned order warranting interference in this writ petition. There is no merit in the writ petition and the same is liable to be dismissed and it is accordingly dismissed. No costs.