

(1999) 08 AP CK 0055
In the Andhra Pradesh High Court
Case No : Writ Petition No. 1266 of 1992

V. Srinivas Rao

APPELLANT

Vs

Principal, APSRTC Staff Training College, Warangal and
another

RESPONDENT

Date of Decision : 02-08-1999

Acts Referred:

Citation : (1999) 6 ALD 459 : (1999) 5 ALT 681

Hon'ble Judges : B. Sudershan Reddy, J

Bench : Single Bench

Advocate : Mr. M. Sri Reddy, for the Appellant; Mr. G. Jyothi Kiran, SC for APSRTC, for the Respondent

Judgement

1. Heard the learned Counsel for the petitioner and Ms. Jyothi Kiran, learned standing Counsel appearing on behalf of the respondent Corporation.
2. The Petitioner herein prays for issuance of an appropriate writ particularly one in the nature of mandamus directing the respondents herein to implement G.O. Ms. No.351, dated 28-10-1985 read with Memo No.28021/1/84 Estt (O), dated 14-11-1984 and consequently to accept the resignation of the petitioner without enforcing the terms of the agreement executed by the petitioner.
3. The petitioner applied for the post of Traffic Inspector, Grade-II pursuant to the notification issued by the Corporation. Upon considering the relative merit of the candidates who appeared for the test and interview, the petitioner was appointed as Traffic Inspector, Grade-11 with Staff No.307103. One of the requirement of the employment is that the candidates have to undergo training for a period of 12 months after the selection and posting orders will be given only after completion of the training. Of course, the selected candidates shall have to execute an agreement in favour of the Corporation with an undertaking that on completion of training, the candidate shall work for a period of five years and in the event of failure, the amounts received by way of stipend will have to be returned.

4. The petitioner was not only selected after completion of all tests and was sent as trainee to the 1st respondent Corporation. Admittedly, the petitioner herein executed an agreement on 26-7-1989. It appears that in the meanwhile, the petitioner was selected by the APPSC Hyderabad as the Junior Assistant and he was directed to report to duty on 6-11-1991. The petitioner, accordingly, appears to have decided to resign for the post of Traffic Inspector with a view to join in the new employment. According, the petitioner through a letter dated 25-1-1992 requested the respondent Corporation to accept his resignation and return the original certificates, if any, that were in deposit with the Corporation. The petitioner is stated to have enclosed a copy of the G.O. Ms. No.351 dated 28-10-1985, and the Memo of the Government of India dated 14-11-1984, along with the resignation letter and requested the respondent-Corporation to relieve him and return the original certificates without insisting upon the terms of agreement dated 26-7-1989. The respondent-Corporation insisted upon him to refund the stipend received by him during the training period through the impugned letter dated 25-1-1992. Hence this writ petition.

5. The petitioner would place reliance upon G.O. Ms. No.351, dated 28-10-1985, which according to him provides an exemption from fulfillment of the terms of agreement dated 26-7-1989. It is submitted that the G.O. issued by the 1st respondent herein is applicable to me employees of the autonomous bodies wholly/substantially owned/financed/controlled by the State Government. Therefore, the Corporation is bound by the said Government Order. The petitioner, in the above circumstances, prays for issuance of appropriate directions.

6. In the counter affidavit filed by the respondent Corporation it is stated that in terms of the appointment order issued by the Senior Manager, in case the apprentice discontinues the training, he has to refund the Corporation an amount equivalent to the amount paid to him during the training period. The petitioner herein was accordingly informed by letter dated 25-1-1992 that his resignation will not be accepted unless he refunds the stipend amount received by him during the apprentice period as per the agreement executed by him at the time of his appointment.

7. It is clear from the record that the petitioner willingly executed the agreement in bond in favour of the respondent-Corporation agreeing to certain terms and conditions. It is true, the Government of Andhra Pradesh in G.O. Ms. No.351, dated 28-10-1985 declared that the instructions contained in the Government of India Memorandum dated 14-11-1984, shall be adopted mutatis mutandis for all employees of the State Government. There is a reference to the Government of India's memo in the said G.O., containing instructions in which orders were made applying the terms and conditions of the said memo to the employees of the autonomous bodies wholly/substantially owned/financed/controlled by the Central Government in case they leave the service of the autonomous body in order to secure employment other than private employment. The said G.O issued

by the Government does not say that its order would be applicable in case of an employee leaving the service of an autonomous body or Corporation like the APSRTC and joining in any other service under the control of the State Government. The G.O merely says that the Government of India Memo dated 14-11-1989 shall be adopted mutatis mutandis for all the employees of the State Government. It only means that such of those employees leaving the services of the State Government need not pay the amounts received by them towards the stipend while leaving the job to join in any organisation under the control of the State Government. It does not say that all those employees who received such stipends under an agreement or bond executed by them and working in the APSRTC or other Corporations are also entitled for the same benefit.

8. The memo dated 14-11-1984, issued by the Central Government itself does not support the case of the petitioner. It would have been totally a different matter altogether if the Government of Andhra Pradesh adopted the said memo in respect of employees working in the autonomous bodies wholly/substantially owned/financed/controlled by the State Government. In the operative portion of the Government Order, it is stated that it is applicable to the employees of the State Government. At any rate, the petitioner having executed the bond and having entered into an agreement on his free volition, cannot be permitted to turn round and question the very same agreement under which he joined the Corporation as an apprentice.

9. Be that as it may, the office memorandum issued by the Government of India which appears to have been adopted by the Government of Andhra Pradesh in G.O. Ms. No.351, dated 28-10-1985 is self explanatory. The memorandum makes it very clear that an employee leaving the services to secure employment in another public undertaking is required to execute a fresh bond by the concerned with the new employer to the effect that he would serve them for the balance of the original bond period. It is not stated in the affidavit filed in support of the writ petition that the petitioner is willing to serve his new employer for the remaining period under the bond executed by him with APSRTC. One of the condition in the memorandum says that the release of such employee after selection by another public undertaking will be subject to the condition that the new department/organisation take from him a fresh bond binding him to serve them for the balance of the original bond period. There is no averment in the affidavit as if the petitioner executed any bond as such with the Public Service Commission undertaking to serve the new employer atleast for the remaining period after excluding the period of his services with the APSRTC.

10. Pursuant to the directions of this Court, the petitioner appears to have already been relieved and his certificates were also returned to him. In such view of the matter, the Corporation is entitled only to recover that amount from the petitioner which it paid to him during the period of training in accordance with law.

11. I do not find any merit in this writ petition. The same shall accordingly stand

dismissed. No order as to costs.