

**Sapan Sahu Vs Union Of India, Represented Through Its Secretary,
Department Of Posts, Postal Services Board Dak Bhawan, Sansad Marg,
New Delhi-110001 & Ors.**

Court: Central Administrative Tribunal Cuttack Bench, Cuttack

Date of Decision: Feb. 4, 2025

Hon'ble Judges: Sudhi Ranjan Mishra, Member (J); Pramod Kumar Das, Member (A)

Bench: Division Bench

Advocate: S.Jena, B.N. Swain

Final Decision: Dismissed

Judgement

Pramod Kumar Das, Member (A)

1. Assailing and challenging the order dated 23.06.2022 (A/5), vide which the prayer of the applicant for payment of salary and arrears for the period

from June, 2020 to February, 2022 has been rejected by the respondents, applicant has filed this OA with further prayer to direct the respondents to

disburse all the arrears salary including duty allowance for the period from 01.06.2020 till date as per his entitlement.

2. Case of the applicant is that vide order dated 16.04.2015 (A/1) he was directed by Respondent No.3 to operate the Pump of Rairangpur HO and,

accordingly, he was working as contingent paid worker with monthly salary. He was lastly paid his salary for the month of May, 2020 on 06.06.2020

and, thereafter, no salary is being paid to him.

3. Respondents contesting the case of the applicant have filed their counter inter alia challenging the very genuinity of the letter of appointment dated

16.04.2015. It is submitted by Ld. Counsel for the respondents that the original copy of such letter is not available in the office file of Rairangpur HO.

The Postmaster Rairangpur HO is also not the competent authority to issue such letter rather operation of Pump House is managed by him by

engaging available outsider in the locality on daily wage basis for which admissible allowance was being received by him in the budget. There is no

post of Plump House Operator in the establishment of Rairangpur HO and no selection was ever made for such post. As per Inspector of Posts letter

dated 30.06.2021, the Pump House operation is being managed by engaging available GDS to curtail unnecessary expenditure. Hence, the claim of the

applicant for arrear salary from 01.06.2020 till date is baseless. It is submitted that in obedience to the order of this Tribunal dated 05.04.2022 in OA

141/2022 filed by the applicant, his representation dated 05.03.2022 was considered and rejected vide order dated 23.06.2022 in a well reasoned order.

Accordingly, respondents have prayed for dismissal of this OA.

4. Applicant in his rejoinder, besides reiterating the stand taken in the OA, submits that his appointment has never ever been questioned by any of the

authorities and he was discharging his duties since 2015 as per order dated 16.04.2015.

5. We have heard Ld. Counsel for both the sides and perused the materials placed on record.

6. The contention of the Ld. Counsel for the applicant is that the applicant was engaged to operate the Pump of Rairangpur HO as contingent paid

worker with monthly salary as per order dated 16.04.2015 of Respondent No.3 and was lastly paid his salary for the month of May, 2020 on

06.06.2020. On the other hand, Ld. Counsel for the respondents submits that no appointment letter was ever issued to the applicant rather the

operation of Pump House is managed by the Postmaster Rairangpur HO by engaging outsider on daily wage basis for which admissible allowance

was being received by him. Applicant has not produced a single piece of paper to show that he was appointed by a competent authority through any

valid selection procedure. Law is well settled that appointment made de hors the rules is null and void which essentially means that any appointment

made outside of the established rules or regulations is legally invalid and considered to have no effect from the beginning. In the case of State of

Orissa and Anr. v. Mamata Mohanty, (2011) 3 SCC 436, the Hon'ble Apex Court has held that once an order itself had been bad at the initial

stage, it cannot be sanctified at a later stage. Further, no documents has also been placed before the Bench by the applicant that he was working from

June, 2020 till date to claim payment for the same. Hence, in the facts and circumstances discussed above, we find no merit in this OA, which is

dismissed accordingly leaving the parties to bear their own costs.