

**(2007) 06 JH CK 0006****Jharkhand High Court****Case No:** L.P.A. No. 784 of 2003

Central Coalfields Limited and  
Others

**APPELLANT****Vs**

N. Velayudhan

**RESPONDENT****Date of Decision:** June 28, 2007**Citation:** (2007) 2 BLJR 2895 : (2007) 4 JCR 360**Hon'ble Judges:** M.Y. Eqbal, J; Dilip kumar sinha, J**Bench:** Division Bench**Advocate:** Ritu Kumar, for the Appellant; MMM, for the Respondent**Final Decision:** Allowed

### **Judgement**

M.Y. Eqbal, J.

This Letters Patent Appeal is directed against the judgment dated 8.8.2003 passed in W.P. (C) No. 6088 of 2001 whereby the writ petition filed by the respondent was disposed of holding that the writ petitioner is entitled to honorarium for the period June, 2000 to May, 2001.

2. The petitioner-respondent filed a writ petition seeking a direction upon the respondents-appellants for a direction for payment of honorarium-cum-salary for the services rendered by him in terms of letter dated 20.6.2000. The petitioner's case was that on or about 15.12.1982, he was appointed on the post of Security Officer under the respondents-C.C.L. and later on promoted to the post of Senior Security Inspector in 1990. He superannuated from the services on 20.6.2000. It was stated that after retirement, a proposal was made by the Chief of Security, C.C.L. for rendering training to 700 security personnel for a period of one year on honorarium basis fixing a sum of Rs. 3000/- per month. Such proposal was made by the Director of the appellants-Central Coalfields Ltd, who in turn, while concurring the proposal of Chief of Security, sent the record to the Chairman-cum-Managing Director on 5.6.2000. According to the writ petitioner, the said proposal was approved by the Chairman-cum-Managing Director. The petitioner's case was that on the basis of

decision of the Management, a letter dated 20.6.2000 was issued offering him to serve as a Trainer on a consolidated honorarium of Rs. 3000/- per month for a period of one year. In terms of the letter; the petitioner said to have tendered his acceptance vide letter dated 20.6.2000. Accordingly, the petitioner alleged to have been engaged as a trainer in CCL Headquarter, Ranchi and he trained 562 security personnel in the year 2000-2001. The writ petitioner's further case was that he was not paid a single farthing for such training duty.

3. The appellants, who were respondents in the writ petition, filed counter affidavit stating, *inter alia*, that though a proposal was initiated for utilization of services of the writ petitioner for one year after his superannuation from services for imparting training to the security personnel of C.C.L. and the same was recommended by the higher authorities, but after doing all the formalities, the proposal was sent to the Board of Central Coalfields Ltd. for final approval of the engagement of the writ petitioner. The Board of Directors at its 295<sup>th</sup> meeting, approved the said proposal for a period of six months only from 1<sup>st</sup> October, 2000 which was conveyed to the appellants vide letter dated 12.10.2000. Since it took considerable time in between initiation of proposal and approval of the Board of the Central Coalfields Ltd., the writ petitioner was not given any order for his engagement and consequently, the training was never conducted by the writ petitioner as he was never engaged for the job.

4. The main question that falls for consideration is whether the writ petitioner, pursuant to the approval of his appointment as trainer, was engaged and he conducted training for the period in question. The learned Single Judge, on the basis of annexure-4, held that the petitioner-respondent was allowed to work from 26.6.2000 to 22.5.2001. From perusal of annexure-4 to the writ petition, it appears that it mentions the dates only during which the training programme was conducted in the year 2000-2001. In this connection, paragraphs-11 & 12 of the writ petition are worth to be quoted herein below:

11. That accordingly, the petitioner was engaged as Trainer in CCL, Headquarters, Ranchi. He rendered training to 562 security personnel in the year 2000-2001. He has prepared a chart showing the details of such period of training.

12. That it would not be out of place to mention here that although a sum of Rs. 3000/- was fixed as honorarium payable to the petitioner in lieu of his services rendered as Trainer pursuant to Annexure-2 issued on the basis of a not sheet as contained in Annexure-1, but the petitioner has not been paid a farthing for such training.

5. The said paragraphs were replied by the respondents in paragraph 16 of the counter affidavit which reads as under:

16. That with regard to the statements made in paras-11 and 12 of the writ petition, it is stated that the averments made therein are not correct and hence denied. As

stated above and again reiterated that the petitioner was never engaged for imparting training. The training at Security Training Institute continued with the available resources of Security Department and the services of the petitioner as trainer was not taken. Since, the petitioner was posted to look after the training of security at Security Training Institute prior to his superannuation, he however appears to have collected the details of training programmes conducted at S.T.I. and has consolidated and filed for claiming honorarium from CCL. There is no any monthly report or return was submitted by him which if he would have been engaged, he was supposed to submit.

6. As stated above, Annexure-4 is not a document which supports the contention of the writ petitioner that he was, in fact, engaged and he imparted training for the period mentioned therein, rather it is a chart showing the dates when training was given to the security personnel. The learned Single Judge has not correctly appreciated annexure-4 to the writ petition. In our view, in absence of any evidence that in fact the writ petitioner imparted training to the security personnel, no direction can be issued for payment of honorarium. Only on the basis of approval of the recommendation by the Board of Director for engagement of the writ petitioner for imparting training, the petitioner cannot be entitled to honorarium. Even if the recommendation for engagement of the writ petitioner was approved by the Board of Directors, that would not entitle the writ petitioner to claim honorarium without actually conducting training. The impugned judgment of the learned Single Judge, therefore, needs interference by this Court.

7. For the reasons aforesaid, this appeal is allowed and the impugned judgment passed by the learned Single Judge is set aside.