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**IN THE HIGH COURT OF MANIPUR  
AT IMPHAL**

**W.P.(C) No. 893 of 2018**

Shri Khaijalian, aged about 40 years, s/o Kama,  
resident of T. Mongjang, P.S. Henglep PO and District  
Churachandpur, Manipur.

.....Petitioner

*-Versus-*

1. The State of Manipur, represented by the Chief Secretary/ Commissioner/ Principal Secretary (power), Government of Manipur, New Secretariat Building, PO & PS Imphal West, Manipur-795001.
2. The Administrative Officer (power), Government of Manipur, Keishampat Junction, PO Imphal, PS City, Imphal West , Manipur-795001.
3. The Principal Secretary/Commissioner (Finance), Government of Manipur-795001.
4. The Managing Director, Manipur State Power Company Limited, Keishampat Junction, PO and P.S. Imphal, Imphal West, Manipur-795001.

.....Respondents.

BEFORE  
**HON'BLE MR. JUSTICE M.V. MURALIDARAN**

For the Petitioner                    ::            Mr. Ch. Robinchandra, Advocate

For the Respondents        ::        Ms. Momota Devi Oinam, Addl.AG  
Date of Hearing                ::        16.09.2020  
Date of Judgment  
& Order                        ::        **22.10.2020.**

**JUDGMENT AND ORDER**  
**(CAV)**

[1]            This writ petition has been filed by the petitioner seeking a writ of mandamus directing the respondents to pay the arrears of salary and allowances of the petitioner for his ad-hoc service as Assistant Lineman from 23.9.2005 to 02.3.2015 in the then Electricity Department, Government of Manipur.

[2]            The case of the petitioner is that he has been serving as Junior Technical Assistant under respondent No.4, though he was earlier appointed under the then Electricity Department, Government of Manipur. Subsequent to the creation of the Manipur State Power Company Limited (MSPCL) and Manipur State Power Distribution Company Limited (MSPDCL), his service has been transferred from the Electricity Department. Though the petitioner had been discharging his duties in his said post under the Electricity Department, his monthly pay/salaries since his last extension date i.e., 23.9.2005 till joining in respondent No.4 has

not yet paid. Hence, the petitioner has filed the present petition seeking arrears of pay.

[3] Resisting the writ petition, the first respondent filed affidavit-in-opposition stating that after the expiry of the last formal extension i.e., on 23.9.2005, the petitioner was utilized by the concerned DGM at his level and hence, the claim for payment of arrears for the period from 23.3.2005 to 2.3.2015 is not entertainable. It is stated that the last formal extension order of ad-hoc service of the petitioner was issued vide erstwhile Chief Engineer Office dated 23.9.2004 with effect from 19.6.2000 to 23.9.2005. As there is no formal extension of service, payment could not be made for the period from 24.9.2005 to 2.3.2015 i.e., till the petitioner is regularized. It is also stated that the Department of Personnel and Administrative Reforms vide letter dated 11.12.2017 requested to furnish information regarding ad-hoc employees, who were regularized in pursuance of DP's Official Memorandum dated 3.10.2013, but not extended for the gap period of their service so as to obtain a decision of the State Cabinet and in this regard the Power Department has furnished the required information. The extension of service is must for the period from 23.9.2005 to 2.3.2015 for which payment to be made.

Hence the question of illegal and unlawful practice alleged by the petitioner does not arise.

[4] The learned counsel for the petitioner submitted that the petitioner was initially appointed to the post of Assistant Lineman on ad-hoc basis in the year 1998 and thereafter, his ad-hoc service was extended from time to time. The last extension order of the petitioner in his ad-hoc service was issued by the then Chief Engineer (Power), thereby extending his ad-hoc services upto 23.9.2005. He would submit that the petitioner had been discharging his duties since his initial appointment against the said post till he was regularized through a Special Departmental Committee held on 26.12.2013. Thereafter, by the order of the Joint Secretary (Power), Government of Manipur to the Managing Director, MSPCL/MSPDCL, recommended the petitioner along with other incumbents to fit in the said Companies and on the recommendation of the Joint Secretary (Power), the petitioner was appointed to the post of Junior Technical Assistant in MSPCL vide order dated 2.3.2015.

[5] The learned counsel further submitted that though the petitioner had been discharging his duties in the said post under the Electricity Department, his monthly pay/salaries since

his last extension date i.e., 23.9.2005 till the joining in MSPCL, has not yet been paid to him.

[6] The learned counsel then submitted that earlier, the petitioner and one T. Khamzachin Lungchin have approached this Court by filing W.P.(C) No. 807 of 2015 seeking similar relief and this Court by an order dated 6.4.2016, directed the respondent authorities to verify the services and if it is found that they had rendered their services, then they should be paid the pay and allowances for the services rendered by them. He would submit that despite direction of this Court, the respondent authorities have not paid the arrears of salary. Therefore, a direction may be issued to the respondent to release the salary for the period mentioned in the writ petition.

[7] Per contra, the learned counsel for the State submitted that the last formal extension order of the ad-hoc service of the petitioner was issued with effect from 19.6.2000 to 23.9.2005 and as there was no formal extension of service, payment could not be made for the period from 24.9.2005 to 02.3.2015. He would submit that the Department of Personnel and Administrative Reforms requested to furnish information regarding ad-hoc employees, who were regularized in pursuance of DP's

Official Memorandum, but not extended for the gap period of their service so as to obtain a decision of the State Cabinet.

[8] This Court considered the submissions made by the learned counsel appearing on either side and also perused the materials available on record.

[9] The grievance of the petitioner is that he was working on ad-hoc basis during the period from 24.9.2005 till 2.3.2015, when his service was regularized to the post of Junior Technical Assistant in MSPCL. Accordingly, the petitioner claims arrears of salary for the said period.

[10] According to the first respondent, as there was no formal extension of service, payment could not be made for the period from 24.9.2005 to 2.3.2015 and the extension of service is must for the aforesaid period. However, in paragraph (4) of the affidavit-in-opposition, the first respondent stated that after the expiry of the last formal extension i.e., 23.9.2005, the petitioner was utilized by the concerned DGM at his level.

[11] On a perusal of the letter dated 6.11.2013 addressed to the Administrative Officer of Electricity Department, Manipur, the Executive Engineer (Elect) has stated that on the date of sending the letter the petitioner was attending his duties. Thus, it

is clear that the petitioner was working on ad-hoc basis during the period in question and the non-issuance of formal extension order is only on the administrative lapse of the respondent authorities, for which the petitioner cannot be blamed and deny payment of arrears. The first respondent admitted that the services of the petitioner was utilized by the then DGM at his level. The aforesaid version of the respondent authorities strengthen the case of the petitioner that he was attending his work at the relevant point of time. Therefore, the aforesaid statement alone would be sufficient to hold that for the period from 23.9.2005 to 2.3.2015 the petitioner was gainfully worked on ad-hoc basis.

[12] Earlier, when the petitioner and similarly situated person viz., T. Khamzachin Lungchin have approached this Court by filing W.P.(C) No. 807 of 2015 for similar relief, by an order dated 6.4.2016, this Court, issued the following direction:

*“Accordingly, this Court is of the view that the present writ petition can be disposed of with a direction to the respondent authorities to verify as to whether the petitioners had rendered their services as claimed by them for the aforesaid period and if it is found, after necessary verification that they had rendered indeed their services in accordance with law, this Court is of the view that they would be entitled to the pay*

*and allowances for the services rendered by them, may be released to the petitioners.*

*The aforesaid exercise may be completed by the authorities within a period of six months from the date of receipt of a certified copy of this order.*

*With the above direction, the writ petition stands disposed of.”*

[13] As against the said order, the respondents have not preferred any appeal and the order dated 6.4.2016 thus attained finality. Since the respondent authorities have failed to comply with the directions issued in the writ petition, the petitioner has now filed the present writ petition.

[14] As stated supra, the engagement of the petitioner on ad-hoc basis during the period in question is not in dispute, When the respondent authorities have not disputed the engagement of the petitioner on ad-hoc basis by the then DGM and the petitioner was actually working for the period from 23.9.2005 to 2.3.2015, the respondent authorities are bound to pay the salary and allowances for the said period. It is not appropriate on the part of the respondent authorities to deny the salary for the period in question. Therefore, based on the materials produced, this Court



is of the view that the petitioner would be entitled to the pay and allowances for the services rendered by him for the period from 23.9.2005 to 2.3.2015.

[15] In the result, the writ petition is allowed. The respondent authorities are directed to pay the arrears of pay and allowances of the petitioner for his ad-hoc service as Assistant Lineman from 23.9.2005 to 2.3.2015, within a period of twelve weeks from the date of receipt of a copy of this order. No costs.

**JUDGE**

**FR/NFR**

*Sushil*