

## ORISSA HIGH COURT: CUTTACK

**W.P.(C). No.13419 of 2006**

In the matter of an application under Articles 226 and 227 of the Constitution of India.

Sri Prasanna Kumar Mishra                      ...                      ...                      ...                      Petitioner

***-versus-***

The National Thermal Power Corporation Ltd.,  
through its Chairman-cum-Managing Director,  
N.T.P.C. Bhawan New Delhi & another ... .. Opp. Parties

For Petitioner : M/s.Sanjay Kumar Mishra,  
P.K.Mohapatra and M.K.Pati.

For Opp.Parties : M/s. B.S.Tripathy-1 & A.Tripathy.  
(For Opp. Party No.2).

Date of Hearing: 24.02.2020

Date of Judgment: 30.03.2020

**P R E S E N T:**

**THE HONOURABLE MR. JUSTICE BISWANATH RATH**

***Biswanath Rath,J.*** Petitioner has filed the writ petition seeking quashing of the order dated 30.6.2005 at Annexure-3 and the communications at Annexure-9 series. The petitioner has also sought for a direction to the opposite parties to pay the petitioner the differential emoluments, benefits, etc. considering the description in paragraphs-17 & 18 of the writ petition in the premises that he is being legally entitled to the same from 3.6.1995, the date on which his

counterparts in the Corporation were entitled to avail the same including the revised generation incentive or oil incentives under the Reservation Scheme. The petitioner also sought for declaration that no service condition of the petitioner can be adversely changed or affected against the protection given to him by the Orissa Act 7 of 1995. The petitioner further sought for a declaration that the petitioner's normal age of retirement is 60 years, petitioner accordingly asked for issuing a direction to the Management to reinstate the petitioner and allow him to continue till he attained the age of 60 years or in alternate to pay him all his salary, benefits and allowances that he would have got had he continued in service under the Management of NTPC till attaining 60 years of age.

2. Background involving the case is that the Talcher Thermal Power Station termed as "TTPS" was wholly owned and managed by the Orissa State Electricity Board (in short called as "OSEB"), a statutory Body constituted by the State Government under the Electricity (Supply) Act, 1948. For the Power Station/TTPS it was not able to operate continuously even at its optimum generating capacity due to financial and technical constraints, consequently resulting loss in generation of electricity as OSEB or the State Government was not in a position to provide additional funds for its achieving optimum production in the year 1994, State Legislated the TTPS (Acquisition of Transfer) Act, 1994 (herein after referred to as "Act, 1994"), which received assent of the Hon'ble President of India on 3.5.1995

and was introduced in the State as the Orissa Act 7 of 1995. This Act came into force with effect from 18.5.1995 being published in the Gazette of Orissa. It is for the introduction of the above Act, the TTPS was vested in the State Government with all rights, title and interest of the OSEB and the State Government in turn vested the said Power Station in a Corporation free from all encumbrances and thus the Corporation became the owner of the Power Station following the provision at Section 5 of the Act, 1994.

3. Facts further reveal that the petitioner here was a regular employee of the Power Station under the OSEB and he had already put in ten years of service in the OSEB before the Establishment, in which the petitioner was working, was taken over finally by the Corporation following the provision of the Act, 1994. The petitioner was then serving as a Chemist in the erstwhile OSEB Establishment. In the meantime, the State Government introduced the Orissa Electricity Reforms Act, 1995, which received assent of the Hon'ble President of India on 3<sup>rd</sup> January, 1996 and the Reforms Act came into force with effect from 1<sup>st</sup> April, 1996. Pursuant to the provision in the Reforms Act, the properties, powers, functions and duties of the OSEB got vested in the State Government in terms that were agreed between the OSEB and the State Government and thereafter it was re-vested in the GRIDCO and in OHPC in accordance with law the Transfer Scheme particularly under the provision of Section 23 of the Reforms Act. For the provision of Section 24 of the Reforms Act, the personnel of the OSEB were to be transferred to the

GRIDCO or OHPC but however with a rider that the service conditions though would be determined in accordance with the Transfer Scheme but would not be in any way less favourable than those which would have been applicable to them as it was prevailing before vesting. It is for the above development about 1500 employees including the petitioner belong to the erstwhile OSEB working in the TTPS at the relevant point of time were all taken over by the GRIDCO Corporation in 1995. The petitioner claimed, for the above development he should have been treated to be a regular employee of the Corporation without any pause or break. The petitioner further claimed that the taken over employees of the OSEB being the employees of GRIDCO were granted pay revision and consequential re-fixation benefits with effect from 1.4.1995 to 2.6.1995. The TTPS GRIDCO on the date of their taken over by the Corporation the rates of wages involving such Establishment was reckoned on the basis of such revised wages and the Corporation accordingly re-fixed the pay of these employees including the petitioner. The petitioner further claimed that in the meantime the age of superannuation of the employees of the Corporation as well as the taken over employees of the Power Station being 58 years with effect from 1.5.1998, the same was raised to 60 years by virtue of the Corporation Circular dated 29.5.1998. The petitioner contended that this raising of age of superannuation from 58 to 60 years was made applicable to all employees of the Corporation below the Board level whosoever had not

assigned the age of 58 years as on 1.5.1998. The petitioner claimed that in the original circular or the subsequent communication indicating the increase in the age of superannuation, neither there was any condition nor restriction of application of the said benefit in respect of any category of employees of the Corporation. The petitioner claiming to be the Corporation employee claimed that he would have naturally retired only after the age of 60 years and alleged that he has been forced to retire at the age of 58 years on 30.6.2005 by keeping the petitioner outside the benefit of the above circular. Communication on the superannuation of the petitioner appears at Annexure-2. It is, at this stage, the petitioner further contended that there was altogether six trade unions in the power station representing the employees working therein and it is alleged that the Corporation very skillfully entered into a tripartite agreement with one of the trade union with the help of local conciliation machinery which was reduced to be a tripartite settlement in spite of 50% of the employee showing their discontentment to the terms of settlement. On 22.08.1998, Corporation issued Office Order calling option from some of the regular employees. On the premises that such employees had less than ten years of service to get their superannuation asking them to give their option to come over the NTPC pay scale, allowances, benefits and other terms and conditions of service but excluding NTPC contributory superannuation benefit fund scheme. Though the petitioner was working as Supervisory staff and had more than ten years

of service left as on 03.06.1995 was excluded from the coverage of communication dated 22.08.1998. Again after 16 months similar letter was issued to the petitioner calling for his option to switch over to NTPC grade and pay structure. It is alleged that since the petitioner did not opt fully he along with few others came to lose several statutory and non-statutory benefits and service conditions in comparison to their counter parts. It is alleged that similar benefits were extended to all such employees but for no option by the petitioner pursuant to Annexure-3, the petitioner was deprived of certain allowance. Petitioner further contended that after NTPC took over TTPS for the first time on 10.10.1998 including the employees of TTPS and the present petitioner were paid generation incentive and oil incentive as per the reward scheme for the year 1996-97. Again on re-introduction of generation incentive scheme for 1995-96 and 1996-97, petitioner also received the said benefit. It is when the revised generation incentive scheme for 1997-98, 1998-99 and 1999-2000 was launched surprisingly the benefit came through Annexure-4 were not paid to the petitioner. In the meantime generation incentive scheme benefit for the year 1999-2000 made applicable for the year 2000-2001. The petitioner was also excluded from this benefit in the above regard came through Annexure-5. In the meantime Corporation introduced grant of onetime special cash award vide Annexure-6 which was extended to the petitioner. It is alleged that the petitioner made several representations to the Corporation indicating the losses in his earnings even

after the petitioner became a regular employee, Senior Personal Officer of the Corporation rejected the claim of the petitioner vide Annexure-9. It is while the matter stood thus, petitioner was called to the guest house and was forced to opt for retirement scheme.

4. Sri S.K.Mishra, learned counsel for the petitioner on the basis of above factual scenario taking this Court to the grounds raised therein in the writ petition challenged the order at Annexure-2 claiming that the petitioner has been illegally retired at the age of 58 years and while challenging the communication of rejection of his representation vide Annexure-9 in the matter of payment of generation incentive, oil incentive and other allowances contended that the service condition of the petitioner cannot be adversely changed or affected for the protection given to the petitioner under the Orissa Act 7 of 1995. For all the employees of the NTPC are allowed to superannuate at the age of 60 years and forcing the petitioner at the age of 58 years, Sri Mishra, learned counsel alleged that petitioner has been discriminated by forcing him to superannuate early contrary to the age of superannuation as prevailing in the National Thermal Power Corporation at 60 years. For the T.T.P.S. vested in State Government with all right, title and interest of O.S.E.B., and in turn the State Government vested the power station in National Thermal Power Corporation free from all encumbrances and the Corporation became the power station with effect from 3.6.1996, service condition involving National

Thermal Power Corporation shall be binding on both the employer and employees. At the same time petitioner also submitted in terms of provision of the Reform Act, the personnel of OSEB since transferred to GRIDCO or OHPC, their service conditions in the erstwhile OSEB needs to be protected. It is at the cost of repetition, Sri S.K.Mishra, learned counsel appearing for the petitioner contended that for the merger of the service of the petitioner in National Thermal Power Corporation and the age of retirement of the employees of Corporation having increased to 60 years, petitioner should not have been singled out by retiring him at the age of 58 years. Sri Mishra also further contended that even assuming that there is a tripartite settlement involving the Corporation on 20.8.1998 for rejection of more than 60% of employees to such attempt, the settlement is not valid. Learned counsel for the petitioner however admitted that petitioner belongs to supervisory category and that he had no chance to approach the Industrial Tribunal or the Labour Court, as the case may be, against such settlement. It is under the allegation that for no effort made by the Management, any demonstration by example or otherwise to affect the terms cannot hold the field. Petitioner since unable to understand the complication therein, therefore, petitioner has been indirectly forced not to exercise his option as required vide letter dated 15.12.1999 vide Annexure-3 and Corporation taking advantage of the refusal of option by the petitioner without understanding of the same has been opted with poor



understanding by the position prevailing in the Corporation. Petitioner alleged that even though generation incentive cost has been provided to the petitioner for some time but the petitioner has been deprived of such benefit subsequently. During course of submission, learned counsel for the petitioner has attempted to introduce his allegation in respect of deprivation of the petitioner in the matter of transport subsidy, washing allowance, reimbursement of summer and winter uniform, cash canteen compensation, half pay leave/ commuted leave accumulation 240/120 days, L.T.C., newspaper allowance, field compensation allowance/special pension allowance etc. Though at some point of time the petitioner has availed some of these benefits but at a different rate. This Court here finds reading the entire pleading in the writ petition, petitioner has no such plea in the writ petition. However, this Court here looking to the prayer involved therein finds while the petitioner sought for quashing of letter dated 30.6.2005, and also the communication vide Annexure-9 on rejection of his representation vide Annexure-8 series also sought for relief in respect of the claim made in paragraphs 17 and 18 therein. Sri Mishra, learned counsel appearing for the petitioner however taking this Court to the enclosures to the writ petition attempted to demonstrate the justification in the claim of the petitioner. Sri S.K.Mishra, learned counsel taking this Court to the judgment of this Court in the case of ***Orissa Electrical Engineer Service Associations & Another v. State of Orissa & Others***, O.J.C.No.645 of 1985 decided on

27.3.1990, further a decision of the Hon'ble Apex Court in the case of ***Randhir Singh v. Union of India (UOI) and Ors***, (1982) 1 SCC 618. And a decision in the case of ***M.P.Singh & Ors v. Union of India (UOI) & Ors***, reported in (1987) 1 SCC 592 attempted to apply the ratio therein to the case of the petitioner and accordingly prayed for allowing the writ petition.

5. On the contrary Si B.S.Tripathy, learned counsel for the National Thermal Power Corporation reading through the counter affidavit of the opposite parties and making submission on behalf of the contesting opposite party no.1 submitted that there has never been any violation of the service condition of the petitioner and as such petitioner has no subsisting right in the matter of claim made in the writ petition. On the application of the service conditions of the National Thermal Power Corporation, Sri Tripathy, learned counsel appearing for the contesting opposite parties submitted that petitioner's since opted to be governed by service condition of the Talcher Thermal Power Station and in spite of a chance being given by National Thermal Power Corporation to opt for the National Thermal Power Corporation service conditions under written request opted to continue with the GRIDCO and pay benefit of such structure with all benefits, claimed by the petitioner coming by way of service conditions flowing from the National Thermal Power Corporation, the petitioner is not entitled to benefits claimed herein. While admitting that the right, title and interest of Orissa State Electricity Board relating to the undertaking Talcher

Thermal Power Station, it transferred and vested in National Thermal Power Corporation in terms of Talcher Thermal Power Station (Acquisition & Transfer) Act, 1994 and consequent upon transfer and vesting of Talcher Thermal Power Station in National Thermal Power Corporation in terms of Section 2(a) of the Act, almost employees except petitioner became the employees of National Thermal Power Corporation. Sri Tripathy, learned counsel however submitted that though the petitioner was treated as an employee of National Thermal Power Corporation, but for his giving clear option to continue under the GRIDCO service condition and rules had no scope for the benefits available to National Thermal Power Corporation employees. On the claim of particular benefit of the petitioner while continuing under National Thermal Power Corporation indicated in paragraphs-17 and 18 of the writ petition, Sri Tripathy, learned counsel for the contesting opposite parties contended that even though some of the benefits have been extended in favour of the petitioner, but those releases are under bonafide mistake and in fact for the option of the petitioner to continue under the GRIDCO service conditions, he was not entitled to any such benefits. However, for the National Thermal Power Corporation not entering into realization of such benefits, the petitioner should remain satisfied with whatever he has already availed. Taking this Court to the option at the instance of the petitioner to the request of the Corporation vide Annexure-A/1, Sri Tripathy, learned counsel attempted to raise complaint

against the petitioner to the effect that petitioner for his not disclosure of the option vide Annexure-1 to continue under GRIDCO, pay and benefit structure has attempted to deliberately suppress this fact in his attempt to grab the relief on suppression of such admitted fact. In the matter of stagnation increment in favour of the petitioner with effect from 1.7.2001 and 1.7.2003, Sri Tripathy, however, contended that the petitioner made such claim by way of representation with clear indication that he was going to retire with effect from 30.6.2005 and it is under the circumstance, the National Thermal Power Corporation was constrained to allow the stagnation increment with effect from 20.7.2001 to 1.7.2001 and 20.7.2003 to 1.7.2003 vide their office order dated 4.7.2003 vide Annexure-D/1 following the provision from the GRIDCO Rules, which was binding on the petitioner as well as the National Thermal Power Corporation. For the option of the petitioner more particularly, Sri Tripathy, learned counsel also alleged that the petitioner has also deliberately suppressed these development and thus argued that the writ petition should be dismissed for deliberate suppression of the above. Sri Tripathy, learned counsel further contended that for the petitioner already receiving all superannuation benefits like provident fund, gratuity, payment of balance leave, pension etc., without any objection or demur, the petitioner is estopped to file the writ petition.

6. From the submission of the respective parties, this Court finds there is no dispute that the petitioner namely, Prasanna Kumar Mishra was initially appointed as a regular employee of the power station under O.S.E.B. and he had put in more than 10 years of service in O.S.E.B. before he was being taken over finally by the Corporation. For the provision in Talcher Thermal Power Station (Acquisition and Transfer) Act, 1999 within one year after the above Act came to be effective Orissa Legislative Assembly passed Orissa Electricity Reforms Act, 1995 which came into force with effect from 1<sup>st</sup> April, 1996 After the Reform Act, 1995 being implemented, property, power function and duties of O.S.E.B. got vested with the State Government on the terms that are agreed between the O.S.E.B. of the State Government and thereafter reinvested by the State Government in GRIDCO and in OHPC, as the case may be, following the provision at Section 12 of the Act, 1995. Petitioner particularly whose service have been taken over by the Corporation in the matter of right, title and interest of O.S.E.B. in relation to the undertaking Talcher Thermal Power Station were transferred and vested in National Thermal Power Corporation pursuant to the said Act claimed to have been continuing with all improvements and benefits in their service condition in GRIDCO. Petitioner here admitted that the age of retirement of the employees of the Corporation as well as the taken over employees of the power station was 58 years with effect from 1.5.1998, the age of retirement comes to be raised

to 60 years in the Corporation means here the National Thermal Power Corporation. Considering that the age of the petitioner should have also been increased along with all such taken over employees in National Thermal Power Corporation to 60 years, this Court here finds vide Annexure-3, a correspondence dated 15.12.1999 the National Thermal Power Corporation wrote to the petitioner asking for his option in the matter of changeover of the service condition. To the option it therein clearly indicates that the option of the petitioner was called for to switch over to National Thermal Power Corporation in the matter of pay and benefit structure. The entire letter reads as follows:

“ NATIONAL THERMAL POWER CORPORATION LIMITED  
TALCHER THERMAL  
Ref.No.045/P&A/Estt./Supr./ 93741 3662 Dated 15.12.99

To  
Shri P.K.Mishra,  
Emp.No.93741  
Sr.Chemist.  
O&M Dept.,  
TTPS

Through: Concerned HOD

Sub- Change over of service conditions

Dear Sir,

We are glad to offer you the following sets of options regarding the above cited subject matter.

- 1.0 Ooption-1:  
(Switch over to NTPC pay and Benefit structure)
- 1.1 Placement in NTPC Grade/ Scale of Pay:

Under this option, you will be placed in the Grade of E1, under NTPC Service linked placement Scheme for employees in supervisory category in the pay scale of Rs.3700-175-7025 of NTPC Pay structure with effect from 3.6.95.

Further, subject to meeting the prescribed educational qualifications, you will be eligible for consideration in a special Departmental Promotion Committee for promotion to the Executive Cadre.

1.2. Fixation of Pay:

Your pay (Basic+DA) drawn as on 3.6.95 in the existing scale shall be protected on fixation in NTPC scale of Pay as mentioned in Para 1.1 above. In the process, if an exact stage is not available in NTPC Pay scale then pay shall be fixed in the next higher state.

1.3. Allowances and other benefits:

Your existing allowances and benefits shall be inoperative and allowances and benefits of NTPC as applicable as per the rules on switching over to NTPC shall be made applicable with effect from 3.6.95. However, the allowances/benefits of reimbursable nature shall be extended from the date of acceptance of offer under this option.

2.0. Option-II (Continue in GRIDCO Pay and benefit structure)

In case you are not interested to choose Option. 1, as mentioned above, you will continue in the GRIDCO pay and benefit structure as applicable. Accordingly, your pay will be fixed in revised Pay scales of GRIDCO with effect from 3.6.95.

3.0. Other terms and conditions

Rules and regulations of NTPC pertaining to Working hours, Holidays, Leave, transfer, Conduct, discipline and Appeal Rules shall be made applicable henceforth.

You are requested to communicate your option in the enclosed format to the under-signed by 18.12.99.

Thanking you.

Yours faithfully.

(For and on behalf of NTPC, Talcher Thermal)

Encl:a.a.

Sd/-

(S.Roy)

(Dy. General Manager (P & A))

Copies to:

1. AGM TTPS.
2. AGM (R)/AGM(Pers), Corp, Centre.
3. DGM (P&A) ERHQ
4. Personal file
5. Subject file."

7. It is from the writ petition at page 24, this Court again finds the Corporation itself therein enclosed a Format already typed out therein contents under heading of submission of option and it required only the signature of the employees on the same. The draft format sent to the petitioner and such employees herein at page 24 reads as follows:

“To

DGM (P&A)  
NTPC.  
Talcher Thermal.

Through concerned HOD

Sub- submission of Option

Dear Sir,

With reference to your Letter of offer dt.15.12.199 regarding change over of Service Conditions, I hereby give my option as under:

Option No.I- Switch over to NTPC & Benefit structure.

All other terms and conditions of your above mentioned letter are also acceptable to me.

Thanking you.

Yours faithfully.

(Signature)

Name:-----

Emp. No.-----

Designation.-----

Department-----“

8. Here it appears from the preliminary counter affidavit of opposite party no.1 through Annexure-A/1 that the petitioner submitted his option through Annexure-A/1 only just putting his signature and name and employment number, designation and Department etc., which again reads as follows:



**Page 72 internal page 8 of the preliminary Counter.**

"To  
DGM (P&A)  
NTPC.  
Talcher Thermal.

Date:18.12.99

Through concerned HOD

Sub:- submission of Option

Dear Sir,

With reference to your Letter of offer dt.15.12.199 regarding change over of Service Conditions, I hereby give my option as under:

Option No.II- Continue in GRIDCO pay and benefit structure.

All other terms and conditions of your above mentioned letter are also acceptable to me.

Thanking you.

Yours faithfully.

Sd/- Prasanna Kumar Mishra

(Signature)

Name:PRASANNA KU.MISHRA

Emp. No.93741

Designation: Senior Chemist.

Department-Chemistry"

9. Looking to the notice calling for option at Annexure-3, the format provided by the Corporation to all such employees at page 24 of the brief and the option provided by the petitioner vide Annexure-A/1, this Court while observing that the petitioner has not disclosed the development through his exercising the option here further observes for the clear indication already therein in the format and the option provided by the petitioner vide Annexure A/1, it appears the petitioner while submitting his option in the matter of pay and benefit structure undoubtedly opted to continue in GRIDCO pay and benefit structure. Once the petitioner has opted to continue in GRIDCO pay and benefit structure, petitioner has a clear indication of his continuance

under the GRIDCO service rules and for his own option to continue under the GRIDCO service condition even though he had agreed to the other terms and conditions, he is bound by his own option and cannot claim otherwise. The letter is at Annexure-3. For the specific mentioning therein it appears, the petitioner has only surrendered under the service conditions of National Thermal Power Corporation in the matter of placement in National Thermal Power Corporation agreed scale of pay, fixation of pay, allowance and other benefits. Once the petitioner opted to continue under the GRIDCO service rules vide Clause -2.0. For the clear mentioning therein at page 23 dated 15.12.99, Clause 3.0, petitioner has also opted to be abided by National Thermal Power Corporation service conditions pertaining to working hours, holidays, leave, transfer, conduct, discipline and appeal rules and he is deprived of the other benefits provided under option Clause-1 viz. 1.1, 1.2 and 1.3. This Court here also from the submissions of the respective counsel gathers that for the clear option of the petitioner to the GRIDCO service condition may be for the age of superannuation in GRIDCO was 58 years at the relevant period, it appears, the National Thermal Power Corporation was thus constrained to superannuate the petitioner on 30.6.2005 on his attaining the age of 58 years as prevailing in GRIDCO and National Thermal Power Corporation thus became right in not allowing the petitioner to superannuate at the age 60 years which is applicable only to the persons who have opted to be guided by the National

Thermal Power Corporation service condition. It is apt to mention here that the petitioner neither demonstrated the proof of age of superannuation prevailing at the relevant time in GRIDCO nor made GRIDCO at least to bring such facts on records. It is here, this Court again finds petitioner on communication of superannuation vide Annexure-1 dated 30.6.2005 without any objection or demur has already received all his superannuation dues like provident fund, gratuity, payment of balance leave, pension and this Court, therefore finds petitioner after receipt of all superannuation benefits followed by his own option to be continued under the GRIDCO service condition and in absence of any material that GRIDCO was having age of superannuation at the age of 60 years at the relevant time, this Court observes, there is no wrong in superannuating the petitioner at the age of 58 and at the same time, this Court finds no infirmity in the communication at Annexure-2. Petitioner after receipt of superannuatory benefits unopposed is stopped from claiming otherwise.

**10.** Now coming to the other aspect involving request of the petitioner vide Annexure-8 series and the claims made in more detail in paragraphs-17 and 18 of the writ petition, again looking back to the option of the petitioner and as reflected hereinabove also reading through Annexure-3 and Annexure-A/1 together, this Court finds petitioner while opting to continue under the GRIDCO pay and benefit structure also agreed to be abided by the other terms and conditions clearly mentioned at Clause-3 at

page 23 vide Annexure-3. For the petitioner opting to abide by the rules and regulations of National Thermal Power Corporation pertaining to working hours, holidays, leave, transfer etc., reading the representation of the petitioner in the matter of payment of allowance vide Annexure-8 series, for the petitioners claim pertaining to generation incentives covered under Clause-3, it appears, the petitioner is entitled to generation incentive as well as for the petitioner claim involving differential allowances like transport subsidy, washing allowance, reimbursement of summer and winter uniform, cash canteen compensation, half pay leave/ commuted leave accumulation 240/120 days, L.T.C., newspaper allowance, field compensation allowance/special pension allowance etc. From the response of the opposite parties vide Annexure-9, this Court finds the decision of the authority in the ultimate outcome of the authority is not based on any reason assigned therein more particularly, keeping in view the petitioner's entitlement under the provision of Clause-3 of Annexure-3 and also taking into account his option. It is in this view of the matter, this Court while declining to interfere in the decision of the opposite parties vide Annexure-3 but, however, interfering in the decision of the authority vide Annexure-9, sets aside the same and for requirement of redetermination of the matter involving Annexure-8 series and paragraphs 17 & 18 of the Writ Petition by the Management, remits the matter back to the opposite party no.1 only to consider the claim of the petitioner made in paragraphs-17 & 18

of the writ petition vis-à-vis the representations vide Annexure-8 series and to pass appropriate order, if necessary, giving opportunity of hearing to the petitioner. The entire exercise, as directed hereinabove, be completed within a period of three months from the date of communication of certified copy of this judgment by the petitioner.

**11.** In the result, the writ petition partly succeeds. But, however, there is no order as to cost.

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**Biswanath Rath, J.**

Orissa High Court, Cuttack.  
The 30<sup>th</sup> day of March, 2020/Sks.