

APHC010588352025



**IN THE HIGH COURT OF ANDHRA
PRADESH
AT AMARAVATI
(Special Original Jurisdiction)**

[3208]

MONDAY, THE NINTH DAY OF FEBRUARY
TWO THOUSAND AND TWENTY SIX

PRESENT

THE HONOURABLE SRI JUSTICE D RAMESH

WRIT PETITION NO: 30506/2025

Between:

1.K SARATH BABU, S/O K. NARASIMHULU REDDY, AGED ABOUT 40 YEARS, RESIDENT OF D. NO. 1/30, MALLAREDDY KANDRIGA VILLAGE, SRIHARIPURAM POST, VIJAYAPURAM MANDAL, CHITTOOR DISTRICT - 517586, ANDHRA PRADESH.

...PETITIONER

AND

1.THE STATE OF ANDHRA PRADESH, REPRESENTED BY ITS PRINCIPAL SECRETARY, ENERGY DEPARTMENT, SECRETARIAT BUILDINGS, VELAGAPUDI, AMARAVATI.

2.THE EXECUTIVE ENGINEER, SOUTHERN POWER DISTRIBUTION COMPANY OF A.P LIMITED, (APSPDCL) PANNUR OPERATION DIVISION, CHITTOOR DISTRICT A.P.

3.THE ASSISTANT ENGINEER, OPERATION APSPDCL, PANNUR, CHITTOOR DISTRICT ANDHRA PRADESH.

4.THE DEPUTY EXECUTIVE ENGINEER, OPERATION APSPDCL, NAGARI, CHITTOOR DISTRICT, ANDHRA

PRADESH.

...RESPONDENT(S):

Counsel for the Petitioner:

1.V SAI KUMAR

Counsel for the Respondent(S):

1.VENKATA RAMA RAO KOTA SC FOR APSPDCL

2.GP FOR SERVICES I

The Court made the following:

THE HONOURABLE SRI JUSTICE D.RAMESH**WRIT PETITION No.30506 of 2025****ORDER:**

This Writ Petition, under Article 226 of the Constitution of India, is filed seeking the following relief:

“....to issue a Writ or Order or Direction more particularly one in the nature of Writ of Mandamus declaring the action of the respondents more particularly respondents 2 to 4 herein in not allowing the Petitioner to discharge his duties as Shift Operator APSPDCL, Pannur, under the guise of the letter of the 3rd Respondent vide its Lr No.AE/O/PNR/F Doc/D.No.409/25 (on oral instruction of the Hon'ble MLA, Nagari Constituency) dated 08.10.2025 to the 4th respondent as wholly illegal, arbitrary, unjust contrary to the principles of Natural Justice as well as oppose to Article 14, 19(1g) and 21 of Constitution of India consequentially direct the respondents to allow the petitioner to discharge his duties as shift operator APSPDCL, Pannur forthwith...”

2. Heard learned counsel for the petitioner and learned Standing Counsel for APSPDCL appearing for respondent Nos.2 to 4.

3. Learned counsel for the petitioner submitted that the petitioner was appointed as Shift Operator at Kosalanagaram Sub-Station, Pannur, through an outsourcing agency. While so,

vide impugned proceedings, dated 08.10.2025, the services of the petitioner were terminated without issuing any show-cause notice. Hence, the present writ petition is filed.

4. During hearing, learned Standing Counsel for APSPDCL appearing for respondent Nos.2 to 4, submitted that there is no relationship of employer and employee between respondent Nos.2 to 4 and the petitioner. Since the petitioner was engaged through an outsourcing agency, the writ petition is not maintainable. In support of his contention, he placed reliance on the judgment of the Division Bench of this Court in W.A.No.467 of 2023, wherein it has categorically held in paragraph Nos.9 and 10 as follows:

“9. Undisputedly there is no privity of contract between the official respondents and the appellant. The recruitment was done by the respondent No.3 the contractor. The petitioner was not engaged by the respondent Nos.1 and 2.

10. With respect to the payment by the respondent No.2 out of escrow account, in a similar matter, in W.P.Nos.12035, 12154 and 11898 of 2021, this aspect was elaborately dealt in judgment dated 05.08.2021. It is apt to reproduce the relevant part, as under:-

“Therefore, a reading of these clauses cumulatively leads to a conclusion that in order to ensure that the

amounts/salaries due to the workers are paid to them this escrow account has been opened. The account was not opened for any other reason. Normally, if a contractor is appointed he will raise a bill and collect the amounts, but as the payment of salaries to outsourced employees has become a matter of serious concern it was decided in the meeting held on 13.07.2018 to open these escrow accounts. The contractors stated that they have no objection if the operators are paid salaries directly through an escrow bank account.⁴

As far as the other issues are concerned it is clear that the recruitment is done by the contractor. The attendance sheet is prepared by the contractor. It is sent to the vendor to raise a bill. Clause 2.3 and in 2.11 of Working Methodology clearly state as follows:

“2.3 Attendance Sheet shall be prepared each month separately for each sub-station. The attendance sheet shall be marked ‘P’ for present and ‘A’ for absence (pro-forma enclosed) and signed by the AE/or ADE of respective sub-stations and submit the same to the respective DE/Operation by 25th of every month, to admit the vendor bill for payment; a copy of attendance sheet shall be mailed to the vendor to raise the bill accordingly.

2.11 The salaries shall be paid to the outsourced employees on 1st of every month through contractors’ escrow account by Pay office seeking LOC against the liability documents.”

Therefore, it is clear that the opening of the escrow account is for a specific purpose and it does not establish and employer-employee relationship between the

petitioner/workmen and the official respondent. There is no privity of contract between the petitioners and the official respondents.”

5. Considering the above submissions and on perusal of the judgment of the Division Bench of this Court, the Writ Petition is dismissed as not maintainable, granting liberty to the petitioner to approach the appropriate forum. There shall be no order as to costs.

As a sequel, miscellaneous petitions pending, if any, shall stand closed.

JUSTICE D.RAMESH

Date: 09.02.2026
lvd

THE HONOURABLE SRI JUSTICE D.RAMESH

WRIT PETITION No.30506 of 2025

Dated: 09.02.2026

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