

S U P R E M E C O U R T O F I N D I A  
RECORD OF PROCEEDINGS

Petition(s) for Special Leave to Appeal (Civil) No(s).11095/2009

(From the judgement and order dated 01/12/2008 in WA No. 300/2007  
of The HIGH COURT OF MADRAS)

UNION OF INDIA & ORS. Petitioner(s)

VERSUS

S.VETTU PERUMAL Respondent(s)

(With prayer for interim relief and office report)  
(For final disposal)

Date: 25/01/2010 This Petition was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE R.V. RAVEENDRAN  
HON'BLE MR. JUSTICE K.S. RADHAKRISHNAN

For Petitioner(s) Ms. Shalini Kumar, Adv.  
Ms. Neeru Vaid,Adv.

For Respondent(s) Mr. K.V. Vijayakumar,Adv.  
Mr. T.R.B. Siva Kumar, Adv.

UPON hearing counsel the Court made the following  
O R D E R

Leave granted. Heard the parties.

Appeal is allowed in terms of the signed order.

( Ravi P. Verma ) ( M.S. Negi )  
Court Master Court Master  
[Signed order is placed on the file]  
IN THE SUPREME COURT OF INDIA

CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NO. 963 OF 2010  
[Arising out of SLP(C) No.11095/2009]

UNION OF INDIA & ORS .....APPELLANT(S)

Versus

S. VETTU PERUMAL .....RESPONDENT(S)

O R D E R

Leave granted. Heard the parties.

2. The respondent was provisionally appointed as Extra  
Departmental Messenger in the Telegraph branch of Post  
Office, Nazareth on 8.1.1996. When the Telecom Centre was

opened at Nazareth on 16.8.1996, the respondent was engaged as a Coolie Messenger on contract basis and charges were paid to him for delivery of telegrams on hourly basis at the rates prescribed by the Department. He was neither an employee on full-time basis nor on a salary or daily wages. The respondent continued as Coolie Messenger on contract basis for nearly a decade.

3. On 21.3.2006, a notification was issued by the BSNL inviting bids for delivery of telegrams on work contract basis. The respondent submitted his bid of Rs.10/- per delivery of telegram. The appellant found that the charges for delivery of telegram nearby Tuticorin was only Rs.3/- per telegram and compared to it the quotation of respondent

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was very high. He was, therefore, invited for a negotiation. He did not turn up. The contract was, therefore, awarded to someone else. Feeling aggrieved, the respondent filed a writ petition in the Madras High Court for quashing the tender notification dated 21.3.2006 and for a direction to the Department to 'reinstate' him with all consequential benefits.

4. A learned single Judge of the High Court allowed the said petition by order dated 25.1.2007 (modified on 7.6.2007) directing the appellants to consider the case of the respondent by absorption in any future vacancy. Feeling aggrieved, the appellants filed a writ appeal which was dismissed by the Division Bench of the High Court on 1.12.2008. The said order is challenged in this appeal by special leave.

5. The learned single Judge has categorically recorded a finding that the respondent was working only on contract

basis and payment was made on hourly basis. If that is so,  
the respondent could not be considered as an 'employee'  
either on daily-wage or a salary. In fact, the respondent  
participated in the tender process where he was required to  
quote the minimum charges for delivery of telegrams and

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only when his bid was not accepted, he chose to approach  
the High Court praying for absorption. Having regard to  
the principles laid down in Secretary, State of Karnataka  
Vs. Umadevi, (2006) 4 SCC 1, the question of directing  
regularisation or absorption of Coolie Messenger working on  
contract basis paid on hourly basis does not arise.

6. Therefore, we allow this appeal, set aside the  
impugned orders of the learned single Judge affirmed by the  
Division Bench. This will not come in the way of  
respondent participating in future tender processes or  
being considered under any scheme.

.....J.  
( R.V. RAVEENDRAN )

New Delhi;  
January 25, 2010.

.....J.  
( K.S. RADHAKRISHNAN )