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Central Administrative Tribunal
Principal Bench, New Delhi

O.A.No.482/2002

Hon'ble Shri Shanker Raju, Member(J)

Monday, this the 5th day of August, 2002

Gurdev Singh
r/o Qr. No.25, Maidan Garhi
New Colony
New Delhi. ... Applicant

(By Advocate: Shri U.Srivastava)

Vs.

The Navodaya Vidyalaya Samiti, through

1. The Director
Navodaya Vidyalaya Samiti
Indira Gandhi Stadium
New Delhi.
2. The Dy. Director
Navodaya Vidyalaya Samiti
Indira Gandhi Stadium
New Delhi.
3. Shri Santosh Kumar
4. Shri Mange Ram

(Office of Dy. Director (P&E), Navodaya
Vidyalaya Samiti, I.G.Stadium,
New Delhi for respondents No.3 and 4).

... Respondents

(By Advocate: Shri S.Rajappa, through Shri Jayaraman)

O R D E R (Oral)

By Shanker Raju, M(J):

Heard the parties.

2. Applicant, in this OA, has assailed an order passed by the respondents on 12.7.2001 wherein his services have been terminated w.e.f. 11.7.2001. Though Applicant is not entitled for being accord of temporary status in view of the Apex Court in Union of India & Others Vs. Mohan Pal, 2002(4) Scale 216, wherein it has been observed that the Scheme of 1993

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for applicant states that applicant, in this OA, has also sought for his reinstatement on the ground that one Santosh Kumar and Mange Ram (impleaded as Respondents No.3 and 4) have been continued and engaged on 18.1.2002.

3. It is stated that the respondents have arbitrarily discriminated which is violative of Articles 14 and 16 of the Constitution of India.

4. However, learned proxy counsel appearing on behalf of respondents states that applicant has no indefeasible right to be reinstated and in so far as the aforestated persons are concerned they were already in service but re-engaged on 18.1.2002 and no new person was engaged after 18.1.2002. It is further stated that the request of the applicant for extension of service as daily wager has not been acceded and his services are terminated in accordance with rules on the subject.

5. I have carefully considered the rival contentions of both the parties and perused the material on record. As the applicant has not sought for grant of temporary status and his OA is confined to his reinstatement, which also cannot be countenanced. A daily wager has no right to be engaged and accord reasonable opportunity before dispensing with the services as Article 311 does not apply to a casual labour.

6. However, keeping in view the fact that persons already engaged were reinstated by the respondents on 18.1.2002, this OA is disposed of with direction to the respondents to consider the case of the applicant for re-engagement on daily wages in preference to his juniors and outsiders, on availability of work, strictly in accordance with rules. No costs.

S. Raju
(Shanker Raju)
Member(J)

/rao/