

Central Administrative Tribunal, Principal Bench 9

Original Application No.591 of 2002

New Delhi, this the 24th day of October, 2002

Hon'ble Mr. Justice V.S. Aggarwal, Chairman  
Hon'ble Mr. M.P. Singh, Member (A)

Shri Vatan Prakash Gautam,  
S/o Shri Anand Prakash Gautam,  
R/o A-11, Arya Nagar Appts.  
Plot No. 91, I.P. Extension  
Patparganj,  
Delhi - 92.

....Applicant

(By Advocate: Shri M.K. Bhardwaj)

Versus

1. The Lt. Governor  
15, Raj Niwas,  
Shamnath Marg,  
Delhi-54

2. The Joint Director,  
Deptt. of Training & Technical Edn.  
Govt. of Delhi, Pitampura,  
New Delhi.

3. The Principal  
Bhai Parmanand Institute of Business Studies,  
Shakarpur,  
Delhi-92

....Respondents

(By Advocate: Shri George Paracken)

O R D E R (ORAL)

By Justice V.S. Aggarwal, Chairman

The applicant is aggrieved by the threatened action of the respondents in not retaining him in service as a Lecturer in Bhai Parmanand Institute of Business Studies. He was initially appointed on contract basis for one year. He joined in 1995 and has been working in that capacity in the said institution. By virtue of the present application, it has been prayed that since the applicant is a Senior Lecturer and well qualified and there is workload on teaching staff, the respondents should be restrained from terminating his services.

U S Aggarwal

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2. In the reply filed, it is not disputed that applicant had been appointed on contract basis as referred to above. He has been granted extensions from time to time. However it has been pleaded, particularly in paragraph 8, that there were only two sanctioned posts in the institution and continuation of additional Lecturers will not only be against the rules but will also entail extra financial burden.


3. Learned counsel for the applicant highlighted the fact that applicant has been serving the said institution for nearly seven years. He has the experience and at this stage, he cannot be put out of job. An important fact which cannot be ignored is that the assertions of the respondents that two sanctioned posts which existed have been filled up through Union Public Service Commission, has not been denied. It has only been pleaded in the rejoinder that there is workload and vacancy to accommodate the applicant. However if the posts have been filled up, in that view of the matter when the appointments of those two persons is not challenged, the continuation of the applicant on contract basis cannot be justified.

4. Learned counsel for the applicant expressed an apprehension that in this form if the services of the applicant are dispensed with, respondents may well take another persons on contract basis. To safeguard such an interest, indeed it has to be taken care of and it is directed that in case the services of the applicant are dispensed with, the respondents shall not take any other


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person on contract or on part-time basis and in any event if the applicant's services or of other part-time employees are not required by the respondents on contract basis, the exercise to dispense with the services shall be carried out in the manner that those who joined later, should go first.

5. With the above directions, the O.A. is disposed of.

  
( M.P. Singh )  
Member (A)

/dkm/

  
( V.S. Aggarwal )  
Chairman