

CENTRAL ADMINISTRATIVE TRIBUNAL  
PRINCIPAL BENCH

O.A. No. 580/2002

New Delhi this the 24th day of July, 2002

Hon'ble Smt. Lakshmi Swaminathan, Vice Chairman (J).  
Hon'ble Shri V.K. Majotra, Member (A).

Shri Prakash Chandra,  
S/o Shri Sita Ram Prasad,  
R/o A-69/1B, Street No.4,  
South Ganesh Nagar,  
Delhi-92.

... Applicant.

(By Advocate Shri Kanwar Pramod Singh)

Versus

1. The Lt. Governor,  
15, Raj Niwas, Sham Nath  
Marg, Delhi-54.
2. The Joint Director,  
Dept. of Training and  
Technical Edu. Govt. of Delhi,  
Pitampura,  
New Delhi.
3. The Principal,  
Bhai Parmand Institute of Business  
Studies, Shakarpur,  
Delhi-110092. ... Respondents.

(By Advocate Shri George Paracken)

O R D E R (ORAL)

Hon'ble Smt. Lakshmi Swaminathan, Vice Chairman (J).

The applicant is aggrieved by the action of the respondents in not retaining him in service as Lecturer (Business Administration). He had been initially appointed on this job on contract basis for one year vide Memorandum dated 19.9.1995. Since his joining as Lecturer (Business Administration) on contract basis on 19.9.1995, he has stated that he is working in that capacity without any break in service. On 16.2.2001, he had received a notice for terminating his services, to

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which he had submitted a reply dated 20.2.2001 to which he states that he has not received any reply. He has filed the O.A. on 25.2.2002. The applicant states that he is aggrieved by the order dated 16.2.2001 by which a notice for termination of his contractual appointment had been issued by the respondents. In this notice, they have stated that consequent upon the joining of regular incumbent through UPSC, the services of the applicant as contractual Lecturer (Business Administration) will stand terminated after one month from the date of issue of the notice.

2. The Tribunal by way of interim measure by order dated 27.2.2002 had ordered that the applicant's services shall not be dispensed with till the next date, i.e. 8.3.2002. Thereafter, the interim order has been continued.

3. We have seen the reply filed by the respondents and heard Shri George Paracken, learned counsel. The learned counsel has submitted that the appointment of Lecturers on regular basis is done on the basis of the recommendations of the UPSC and the applicant was appointed as Lecturer (Business Administration) only on contractual basis. He submits that there are only two posts of Lecturer (Business Administration) with the respondents. He has drawn our attention to the terms and conditions of appointment of the applicant on contractual basis in the Memorandum dated 19.9.1995. This provides, inter alia, that the initial appointment will be only for one year which may,

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however, be extended if required maximum upto six months or till the post is filled on regular basis through UPSC whichever is earlier. He has submitted that the applicant was fully aware of this position and had made a representation to the respondents that he may be given one month's extension from 18.3.2001, that is after one month's period of notice, as mentioned in the impugned notice dated 16.2.2001, expires. Shri George Paracken, learned counsel, has submitted that in view of Tribunal's order dated 27.2.2002, the applicant has continued in service till date even though regularly selected candidate is available. He has, therefore, submitted that it will not be in the public interest to continue the applicant any longer on the basis of the interim order as there is no appropriate work for him. Shri Kanwar Pramod Singh, learned counsel for the applicant has also confirmed during the hearing that the applicant has continued in service in terms of the aforesaid interim order of the Tribunal. In the circumstances, learned counsel for the respondents has prayed that the O.A. should be dismissed.

4. The Memorandum of appointment dated 19.9.1995 offering a contractual appointment to the applicant as Lecturer (Business Administration) has been issued under certain terms and conditions. One of the terms and conditions is that "The appointment will be for one year. This period may, however, be extended if required maximum upto six months or till the post is filled on regular basis through UPSC whichever is earlier". It further provides that "The appointment can be terminated by giving one month's notice or giving one month's salary,

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without assigning any reason". He has submitted that when the OA was filed, the applicant had prayed for an interim relief that the impugned letter dated 16.2.2002 issued by the respondents should be stayed and he should be adjusted against the post till the final decision in the O.A. The respondents by the impugned letter had informed the applicant that his services as Lecturer on contract basis would stand terminated after one month from the date of issue of the notice consequent upon joining of regular incumbent through UPSC in that post. It is also relevant to note that the applicant had made a representation against the notice for termination, in which he has requested the respondents to give him atleast one more extension from 18.3.2001 when the contract term would expire. Taking into consideration the terms of appointment of the applicant initially on contract basis as Lecturer (Business Administration), the further action taken by the respondents cannot be faulted as either arbitrary or illegal. By the orders issued by the respondents dated 13.2.2001 and 27.1.2001, it is seen that two persons, namely, Mrs. Harvinder Kaur and Mr. G.I.V.I.N. Charyulu have been posted at Bhai Parmanand Institute of Business Studies, Shakarpur, New Delhi against the post of Lecturer (Business Administration) w.e.f. 31.1.2001 and 18.1.2001. The respondents have submitted that these are two persons who have been recommended by the UPSC and it is settled law that they will have preference over a person who has been appointed either on ad hoc basis or contractual basis, like the applicant. In this view of the matter, we find no merit

in this application to justify any interference in the matter or to set aside the impugned letter for termination of the services of the applicant.

5. In the result, for the reasons given above, O.A. fails and is dismissed. Accordingly, the interim order stands vacated. No order as to costs. M.A. also stands disposed of.

V.K. Majotra

(V.K. Majotra)  
Member(A)

Lakshmi Swaminathan

(Smt. Lakshmi Swaminathan)  
Vice Chairman(J)

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