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CENTRAL ADMINISTRATIVE TRIBUNAL
PRINCIPAL BENCH
NEW DELHI

O.A. NO.1427/2002
M.A. NO.2803/2002

This the 23rd day of January, 2003

HON'BLE SHRI JUSTICE V. S. AGGARWAL, CHAIRMAN

HON'BLE SHRI V. K. MAJOTRA, MEMBER (A)

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13. Mrs. Shalini Bisht W/o Shri B.S. Bisht,
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14. Yashpal Singh S/o Shri Karan Singh,
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Lecturer in Physics
Kasturba Polytechnic,
Pitampura, Near T.V. Tower,
Delhi-110001. ... Applicants

(By Shri B. B. Raval, Advocate)

-versus-

1. Government of National Capital
Territory of Delhi through
Chief Secretary,
Old Secretariat, Delhi.

2. Director, Directorate of Training
& Technical Education,
Muni Maya Ram Marg,
Pitam Pura, New Delhi.

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3. Principal,
Aryabhat Polytechnic,
G.T. - Karnal Road,
Delhi.

4. Principal,
Pusa Polytechnic,
Pusa, New Delhi-110012.

5. Principal,
Kasturba Polytechnic,
pitam Pura, Delhi.

(By Shri George Paracken, Advocate)

ORDER

Hon'ble Shri V.K.Majotra, Member (A) :

Applicants are aggrieved by the action of respondents in terminating their services as lecturers in various polytechnics under the Government of National Capital Territory of Delhi. According to respondents, they were engaged as such from two to eight years on contractual basis for a period of one year but were continued from time to time. It has been contended that applicants are adequately qualified and meet various other requirements in all disciplines and respondents could not have discontinued their services as lecturers. The learned counsel of applicants has also stated that applicants' performance as lecturers has been excellent and that they should be allowed to continue to function as lecturers as before.

2. In their reply, respondents have not disputed the fact that applicants were engaged on contract basis. They have stated that they were engaged as such to meet the shortage of lecturers in various disciplines. The arrangement was purely a stop-gap arrangement and it was indicated in the terms and conditions of appointment that

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their appointment was for a period of one year or till candidates selected by UPSC joined, whichever was earlier. UPSC have been recommending candidates for posts against which applicants were engaged. Such selected candidates have joined against the sanctioned posts and as such respondents do not need the services of applicants. Annexure R-II is stated to indicate the position of availability of candidates recommended by UPSC against the posts occupied by applicants on contractual basis. It is further stated that whereas posts against which applicants were working on contractual basis have been filled up by regularly selected candidates by UPSC, some subsequent vacancies may have occurred in some institutions but there is a provision of engaging lecturers on part-time basis on hourly rate of payment. Applicants cannot be allowed to continue indefinitely as they cannot be appointed on a regular basis and they do not have a right to continue to hold positions when regularly selected candidates are appointed.

3. The learned counsel of applicants stated that applicants are experienced personnel and when vacancies are still available they have to be continued. He further stated that the personnel who have substituted applicants on their selection by UPSC were selected long before the services of applicants had been terminated, and that obviously the reasoning given by respondents for terminating the services of applicants after such a long delay of availability of regularly selected candidates is wrong.

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4. The learned counsel of respondents contended that all sanctioned posts of lecturers in various disciplines, which were occupied by applicants have been filled up by regularly selected candidates by UPSC. As such, basically respondents do not need the present applicants to continue as lecturers. However, if any new vacancies arise applicants will be given preference ~~over~~ ^W ~~against~~ fresh candidates, if such vacancies are not filled up on regular basis through UPSC. The learned counsel further explained that the services of applicants on contract were continued despite the posts occupied by them having been filled by regularly selected candidates, on adjustment against some fresh vacancies.

5. Respondents have submitted in their counter and documents enclosed therewith the details of candidates who were selected on regular basis by UPSC. They have also furnished details of lecturers who joined on selection by UPSC. They have related appointment of regularly selected candidates with the posts hitherto occupied by applicants. As per the terms of appointment of their services and continuation of their services on contract basis, applicants have not acquired any right for perpetual engagement as lecturers. They may be fully qualified and experienced for appointment as lecturers but unless they are selected by UPSC, they cannot have any preference against regularly selected candidates. Respondents have been able to explain that even though posts occupied by applicants were filled up on regular recruitment by UPSC, applicants were continued on contractual basis by adjustment against fresh vacancies

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in certain disciplines. Such dispensation is not available when posts occupied by applicants are no longer vacant. However, respondents fairly concede that applicants would be considered for part-time appointment against future vacancies till they are filled by UPSC.

6. Having regard to the reasons recorded above, we do not find any infirmity with respondents' orders terminating the services of applicants. However, in view of the long service of applicants with respondents as contractual lecturers, it is directed that in case respondents consider recruiting personnel on contract or part-time basis against fresh vacancies till they are filled up on regular basis through UPSC, applicants shall be considered on preferential basis against fresh candidates.

7. With the above directions/observations, this OA is disposed of. No costs.

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This application has been made on behalf of applicants for taking appropriate action for making false statement in the present OA before the Tribunal. The learned counsel of applicants stated that respondents have made false statements in the Court regarding filling up of vacancies occupied by applicants through UPSC-selected candidates. The learned counsel stated that some vacancies were filled up by UPSC-selected candidates in 1999/2000 but in the impugned orders respondents have terminated the services of applicants

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much later on the ground that their posts have been filled up by UPSC-selected candidates.

The learned counsel of respondents stated that though the posts which were occupied by applicants on contractual basis were filled up by regularly selected candidates by UPSC, applicants were continued as lecturers by adjustment against some fresh vacancies in different disciplines, this does not mean that the posts occupied by applicants were still in existence. They had been filled up by regularly selected candidates and applicants do not have any preferential right over those posts against the rights of regularly selected candidates as per recruitment rules. We are satisfied with the explanation provided on behalf of respondents and find that not enough material is available for taking action against respondents, as prayed for in this MA.

M.A. No.2803/2002 is rejected, therefore.

V. K. Majotra
(V. K. Majotra)
Member (A)

V. S. Aggarwal
(V. S. Aggarwal)
Chairman

/as/