

**CENTRAL ADMINISTRATIVE TRIBUNAL  
BANGALORE BENCH: BANGALORE**

**ORIGINAL APPLICATION NO.170/00048/2020**

**DATED THIS THE 12<sup>th</sup> DAY OF FEBRUARY, 2020**

**HON'BLE DR.K.B.SURESH, JUDICIAL MEMBER**

**HON'BLE SHRI C.V.SANKAR, ADMINISTRATIVE MEMBER**

Ravichandran C  
S/o Cheluvaraju  
Aged about 35 years  
Working as Field Engineer  
CSIR 4PI, NAL Campus  
Wind Tunnel Road  
Bangalore.

.....Applicant

(By Advocate Sri.B.S.Venkatesh Kumar)

Vs.

1. Union of India  
Represented by Secretary  
Ministry of Science and Technology  
Technology Bhavan  
New Mehrauli Road  
New Delhi-110 016.

2. The Director  
CSIR-National Aerospace Laboratories  
Kodihalli, Airport Road  
Bangalore-560 017.

3. Administrative Officer  
CSIR-National Aerospace Laboratories  
Kodihalli, Airport Road  
Bangalore-560 017.

....Respondents

**ORDER**

**(PER HON'BLE SHRI C.V.SANKAR, MEMBER (ADMN))**

The case of the applicant is that he was offered appointment on 9.5.2011 as Data Entry Operator on temporary and contract basis on successfully qualifying the selection process(Annexure-A1). He reported for duty on 23.5.2011 and was

issued with a temporary identity certificate with a stipulation that he will have to get his permanent ID card by 22.6.2011(Annexure-A2). He was also issued a pass valid up to 22.2.2015(Annexure-A3). As per the communication dtd.24.5.2011(Annexure-A4), the Data Entry Operators are to be treated on par with Project Assistants working in various projects of NAL. The entry pass issued vide Annexure-A3 was extended by another two years(Annexure-A5) and the same was being extended from time to time till 31.12.2017(Annexure-A6). From the year 2014, the designation of the applicant was changed from Data Entry Operator to that of Project Engineer by enhancing the emoluments to Rs.15,000 consolidated vide Office Memorandum dtd.11.8.2014(Annexure-A7). However, the engagement was discontinued w.e.f. 1.10.2014 vide Office Memorandum dtd.25.9.2014(Annexure-A8). But again he was offered temporary appointment on contractual basis in NALTECH(another project) in NAL vide letter dtd.10.10.2014(Annexure-A10). He was working from 10.10.2014 to 31.12.2017 in that project. However, the respondents directed the applicant to work till the completion of pending work till 31.1.2018 but without salary vide communication dtd.2.1.2018 duly approved by the Head CSIR(Annexure-A11). The applicant was again offered employment as Field Engineer as per the letter dtd.13.6.2018 for a period of one year(Annexure-A12). The said letter was further extended for one more year i.e. up to 14.6.2020 with enhancement of pay(Annexure-A13). Thus it can be seen that he has been in service of the 2<sup>nd</sup> respondent from 23.5.2011 till date except for a brief period. Before joining service on 23.5.2011, the 2<sup>nd</sup> respondent directed the applicant to furnish the attestation form which the applicant complied on 16.5.2011(Annexure-A14). On 6.9.2011, Commissioner of Police, Bangalore City addressed a letter to the 3<sup>rd</sup> respondent about the

verification of character and antecedents of the applicant(Annexure-A15). Thus it is clear that he is working in the office of 2<sup>nd</sup> & 3<sup>rd</sup> respondents. He has put in more than eight years of service and he is now aged 35 years and has become ineligible for government service and therefore, he is eligible to be absorbed in the services of the NAL organization. A perusal of terms of appointment(Annexure-A1) is clear that the appointment will bestow leave and also medical facilities in terms of CS(MA) Rules. In para 2 of Appendix, a condition is stipulated that in case of persons selected being in employment elsewhere, they are required to get the relieving order from such employer. Thus it is clear that the appointment is a continuous one and not liable to be terminated at the instance of either party. The OM dtd.25.9.2014(Annexure-A8) was issued by Section Officer(Gen) of the 2<sup>nd</sup> respondent by discontinuing the service of the applicant but not by the contractor. Therefore, it is clear that the appointment was made by the 2<sup>nd</sup> respondent though it was made to be through the contractor. The certificate of commitment(Annexure-A17) issued by Central Vigilance Commission will come into only in respect of Government servants and this is another ground on which the applicant seeks to submit that he is entitled for absorption in the services of the 2<sup>nd</sup> respondent. Therefore, the applicant has filed the present OA seeking the following relief:

- a. Call for records of the case from the respondents and on perusal*
- b. Issue a writ in the nature of mandamus directing the respondents to regularize the applicant in the service of the second respondent in view of the fact that he has put in nearly nine years of service in the said organisation.*

2. We have heard the Learned Counsel for the applicant and perused the application in detail. The issue in this case is in a very small compass. Vide Annexure-A1, the applicant was appointed on a purely temporary and contract basis, on a consolidated pay for a period of six months. This period was extended

from time to time and in the terms and conditions of the engagement itself, it has been very clearly stated that it is not an offer of appointment in the respondent organisation and that it would not confer any right implicit or explicit for the applicant's consideration for regularisation or absorption. Apart from one day's leave for each month of completed service, it was also made clear that he was not entitled for any medical facilities. This contractual arrangement was changed from time to time to make it a project engineer, field engineer etc., and from 2014 even this contractual arrangement was closed w.e.f. 30.9.2014. Subsequently, he was appointed once again on a contractual basis in NALTECH (a Section 25 Company) and here also, the appointment was given on a purely contractual and temporary basis. Apparently as on date, this contract is continuing. Therefore, it is obvious that his appointment is purely on a contractual basis and applicant does not have any right to claim regularisation as he had accepted the terms and conditions of the contractual appointment very clearly from time to time and in fact the original contract was also closed in 2014 and subsequently a fresh contract has been given in October 2014.

3. We do not find any merit in the OA and hence dismissed. No costs.

(C.V.SANKAR)  
MEMBER (A)

(DR.K.B.SURESH)  
MEMBER (J)

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**Annexures referred by the applicant in OA.No.170/00048/2020**

Annexure-A1: Appointment order dtd.9.5.2011

Annexure-A2: ESIC identity certificate

Annexure-A3: Temporary pass  
Annexure-A4: Salary authority letter  
Annexure-A5: Entry pass  
Annexure-A6: Pass Extension dates  
Annexure-A7: OM showing extension of service  
Annexure-A8: OM dtd.25.9.2014  
Annexure-A9: Certificate dtd.30.9.2014  
Annexure-A10: Offer of appointment dtd.10.10.2014  
Annexure-A11: Authority to work letter dtd.2.1.2018  
Annexure-A12: Appointment offer dtd.13.6.2018  
Annexure-A13: Extension of appointment dtd.14.6.2019  
Annexure-A14: Attestation form dtd.16.5.2011  
Annexure-A15: Police report dtd.6.7.2011  
Annexure-A16: Letters showing extension of service issued periodically  
Annexure-A17: Certificate of commitment issued by Central Vigilance  
Commission, New Delhi

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