



**CENTRAL ADMINISTRATIVE TRIBUNAL
PRINCIPAL BENCH**

OA No.2138/2016

New Delhi, this the 19th Day of February, 2020

**Hon'ble Mrs. Justice Vijay Lakshmi Member(J)
Hon'ble Mr. Pradeep Kumar, Member (A)**

1. Sh. Vikas Kumar
S/o Sh. Baljit, Aged about 35 years
R/o 163, Munirka Village
New Delhi-67.
2. Sh. Bharat Bhushan
S/o Late Sh. Laxmi Narain
Aged about 29 years
R/o F-09, Madipur, J.J. Colony
New Delhi-63. ...Applicants

(By Advocate: Shri S.S. Tiwari)

Vs.

1. Union of India through Secretary
M/o Statistics & Programme Implementation
Sadar Patel Bhawan, New Delhi.
2. Deputy Director General
Computer Centre
M/o Statistics & Programme Implementation
East Block-10, R.K. Puram, New Delhi.
3. Under Secretary, Computer Centre
M/o Statistics & Programme Implementation
East Block-10, R.K. Puram
New Delhi. ...Respondents

(By Advocate: Shri Gyanendra Singh)

Order (Oral)**Hon'ble Mr. Pradeep Kumar, M(A)**

The applicants herein were initially engaged on contractual basis for a period of 89 days by the Computer Centre at New Delhi which works under Ministry of Statistics and Programme Implementation. This assignment was given from time to time for fixed number of days, depending upon the availability of work.

The initial engagement was for the period from 01.07.2009 to 30.11.2009. Thereafter, the next engagement was after three months and it was for the period from 01.03.2010 to 31.05.2010. Like this, for certain specific periods the applicants were engaged on contractual basis and last such engagement was from 01.09.2015 to 31.03.2016.

2. An office order was issued on 13.06.2016 wherein certain posts were continued beyond 31.03.2016 for the Computer Centre at New Delhi, and this included two posts for Peon. This letter also directed the following :-



"2. Plan posts of Computer Centre, mentioned at Sl. No.1 & 2 of the above Table which are filled through regular employee have been continued while continuing the posts mentioned at Sl. No.4 of the above Table, it has to be ensured that these posts are filled up through outsourcing and the appointment of the employees against these plan posts would be as per extant instructions/guidelines on the subject and may not give rise to any claim from the employees in the court of law on the issue of regularization/continuation of such employees and the appointment should be fresh.

3. So far as the continuation of four (04) Plant posts of CSO (IS Wing) is concerned, post of Stenographer (Gr. III), at Sl. No.3 of the above Table, is continued as the same has been filled up by regular employee. The remaining three (03) posts mentioned at Sl. No.4, 5 & 6 of the above Table having been filled up through contractual appointments are also been continued beyond 31.03.2016 for a further period of one year or till such time the matter is decided by the Hon'ble CAT/Court, whichever is earlier."

3. The applicants felt aggrieved at this letter and apprehended that their contractual engagement will come to an end and they shall be replaced by another set of contractual workers, which they pleaded that it is not permitted as ruled by Hon'ble Apex Court in the case of ***State of Haryana Vs. Piara Singh*** (1992 (4) SCC 118).



4. This OA was filed seeking relief that para 2 of the order dated 13.06.2016 (para 2 supra) be quashed and their contractual engagement should be continued till such time regularly appointed persons report for duty. Certain other reliefs were also sought.

5. When the matter was heard for the first time at admission stage on 24.06.2016, an interim order to maintain *status quo* in respect of applicants was passed. This interim order is still in force.

6. The respondents submitted their counter reply wherein it was brought out that the engagement as Waterman was first done for the period from 01.07.2009 to 30.11.2009 and this engagement has been done from time to time for a fixed period and the said particular work, known as plan work, has come to an end on 31.03.2016.

7. It was further pleaded during oral arguments that the respondents do not have further need for work that was being done by the applicants. Further, since it was a contractual engagement, it was for a certain specific period of time and the same period having come to an end, the contractual engagement cannot be continued.



8. The applicants pleaded that since the plan posts have been continued beyond 31.03.2016, it should be taken that there is a continuing need for work and respondents should not be allowed to replace one set of contractual employees with another set of contractual employees.

The applicants further pleaded that they apprehend that the respondents are planning to engage a contractual agency to provide the services which were done by the applicants.

In this regard, the applicants drew attention to the judgment by Hon'ble Apex Court in ***Bhilwara Dugdh Utpadak v. Vinod Kumar Sharma*** (who died and was represented by his legal heirs) in Civil Appeal No.2585/2006 which was decided on 01.09.2011.

9. Matter has been heard at length. Shri S.S. Tiwari, learned counsel represented the applicant and Shri Gyanendra Singh, learned counsel represented the respondents.

10. This is a case where contractual engagement was resorted to perform certain work which the respondents



had a requirement and was started on 01.07.2009 for five months i.e. upto 30.11.2009. With a view to execute those works, contractual workers were engaged from time to time as per need. In the instant case, the respondents have pleaded that those needs have come to an end on 31.03.2016.

However, under the *status quo* order granted by the Tribunal on 24.06.2016, the services of the applicants have been continued, even though there was no need for the same and this fact has been noted in para 3 of the order dated 13.06.2016 (para 2 supra).

11. The contractual employees do not have any right to be continued beyond the date when their contractual assignment comes to a close. In this regard, Hon'ble Apex Court in ***Secretary, State of Karnataka And Ors. vs Umadevi And Others*** 2006 (4) SCC page 1, held as under:-

“Thus, it is clear that adherence to the rule of equality in public employment is a basic feature of our Constitution and since the rule of law is the core of our Constitution, a Court would certainly be disabled from passing an order upholding a violation of Article 14 or in ordering the overlooking of the need to comply with the requirements of Article 14 read with Article 16 of the Constitution. Therefore,



consistent with the scheme for public employment, this Court while laying down the law, has necessarily to hold that unless the appointment is in terms of the relevant rules and after a proper competition among qualified persons, the same would not confer any right on the appointee. **If it is a contractual appointment, the appointment comes to an end at the end of the contract, if it were an engagement or appointment on daily wages or casual basis, the same would come to an end when it is discontinued.**

(Emphasis supplied)"

12. The relied upon judgment by Apex Court in para 8 above is of no help to applicant as that case is in the context of certain workman who were engaged by the Bhilwara Dugdh Utpadak Sahakari Ltd. who were shown to be as if they worked for a contractor. This is not the case in this OA, hence no ratio can be drawn.

13. In view of the foregoing, this Tribunal does not find any merit in the contention of the applicants that their services must be continued so long as the post continues, irrespective of whether the respondents need their services or not.



14. Accordingly, the OA is dismissed being devoid of merits. The stay order stands vacated. Pending MA stands disposed of. No costs.

15. However, directions are also given to the respondents to keep the rulings by Apex Court in view (para 3 supra) and they should consider to engage the applicants in preference to a fresh face, if they need to engage any person on contractual basis.

(Pradeep Kumar)
Member(A)

(Mrs. Justice Vijay Lakshmi)
Member(J)

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