

CENTRAL ADMINISTRATIVE TRIBUNAL  
PRINCIPAL BENCH, NEW DELHI

O.A. No.1600/98

Hon'ble Shri R.K. Ahooja, Member(A)

New Delhi, this the 4<sup>th</sup> day of May, 1999

Shri Pappu Singh  
S/o Shri Hari Singh  
R/o A-48, Rajeev Gandhi Camp  
Nehru Stadium, New Delhi  
(By Advocate: Shri U. Srivastava)

... Applicant

Versus

1. Union of India through  
The Secretary  
Ministry of Home Affairs  
North Block, New Delhi
2. The Director General  
Central Bureau of Investigation  
C.G.O. Complex, Lodhi Road  
New Delhi 110 003
3. The Superintendent of Police(Admin)  
C.B.I., SPE : SIC III  
New Delhi

... Respondents

(By Advocate: Shri K.C.D. Gangwani)

ORDER

The applicant submits that his name being sponsored by the Employment Exchange, he was engaged by the respondent department CBI as a casual worker with effect from 24.6.1991 as a Cook for a period of three months. He was again employed from August 1992 to August 1995 as a casual labour and from September 1995 to June 10, 1998 as a casual labour on contract basis. His grievance is that the respondents deliberately changed his mode of engagement from casual labourer to casual labour on contract basis and denied him the temporary status and also terminated his services while appointing juniors and outsiders in his place.

2. The respondents have denied the allegations. They say that the applicant was engaged for a period of three months in 1991 and another three months 1992-93. Thereafter he was engaged for two

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months in 1995 and 69 days from 3.4.98 to 10.6.98 on contract basis. As his engagement was never for 240 days continuously, he was not entitled for grant of temporary status. The respondents also say that they have not engaged any individuals as casual workers in the place of the applicant *and* the work of sweeping, which was last assigned to the applicant, has now been given to M/s Krishna Construction, New Delhi on contract basis.

3. I have heard the counsel. The copies of the Office Order annexed by the applicant to his O.A. also show that the contention of the respondents that applicant never worked continuously for more than 240 days is right. The applicant, therefore, cannot claim temporary status on the basis of his engagement either as a casual labour or casual labour on contract basis. The only relief that he can claim is for preferential treatment for reengagement, if work is available with the respondents. The respondents submit that they have now assigned the work of sweeping to a company on contract basis and, therefore, they have no work available for the applicant. The learned counsel for the applicant Shri U. Srivastav has relied on the orders of this Bench in O.A. No. Sheesh Pal v. Ministry of Home Affairs and Ors. in which it was held that there is no difference between casual labour and a casual worker on contract basis on monthly basis and the services of the latter cannot be dispensed with if work is available by appointing any casual labour. He has also cited the orders of the Hon'ble Supreme Court in Union of India and Ors. v. Subir Mukherjee JT 1998

or

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(3) SC 540. In that case the labourers engaged through labour contractors for work in the printing press of Eastern Railway, Calcutta claimed temporary status and absorption in Group 'D' posts. The respondent Railway, however, denied the claim on the ground that it was not the principal employer of the applicants. The O.A. filed before the Calcutta Bench of the Tribunal was allowed with a direction to the respondents to absorb the petitioners as regular Group 'D' employees subject to availability of work on a perennial basis. When the case went to Hon'ble Supreme Court it was held that the directions given by the Tribunal were quite clear in the facts of the case.

3. I find that the question which arises for consideration here is altogether different. This is not a case of a casual worker on contract basis being replaced by a casual worker specially recruited as in Shish Pal v. Union of India (supra) or the case of casual worker on contract basis claiming temporary status and absorption on the basis of long service and the perennial nature of the work as in Union of India v. Subir Mukherjee (supra).

4. In the present case the respondents have contracted out the whole work to a private company. Therefore, it cannot be said that the applicant has been replaced by another casual worker against whom he might have a preferential claim. In the result I find no ground for interference. Accordingly the O.A. is dismissed.

*R.K. Ahuja*  
(R.K. Ahuja)  
Member (A)