

IN THE CENTRAL ADMINISTRATIVE TRIBUNAL
PRINCIPAL BENCH
NEW DELHI

O.A.NO.2366 of 1998

Date of Decision 14-5-99

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Mohinder Pal Applicant(s)

Sh Yogesh Sharma Advocate for the Applicant(s)

Versus

UOI 2075 Respondent(s)

Sa R.V. Sonba Advocate for the Respondent(s)

C O R A M: (Single/Division)

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

Hon'ble Shri _____

1. Whether Reporters of local papers may be allowed to see the Judgement? Yes/No
2. To be referred to the Reporter or not? Yes/No

R.K.
(R.K. AHOJA)
Member (A)

CENTRAL ADMINISTRATIVE TRIBUNAL
PRINCIPAL BENCH, NEW DELHI

O.A. No.2366/98

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

New Delhi, this the 11th day of May, 1999

Shri Mohinder Pal
S/o Shri Munna Lal
MIG Flats, B-724
Loni Chowk, Delhi

....Applicant

(By Advocate: Shri Yogesh Sharma)

Versus

1. Union of India through
The Secretary
Ministry of Defence
Govt. of India
Army Head Quarters, New Delhi
2. The Director General
Deptt. of Military Dairy
Army Head Quarters
Sena Bhawan, New Delhi
3. The Officer-in-charge
Military Dairy Farm
Govt. of India
Ministry of Defence, Bareilly (UP)Respondents

(By Advocate: Shri R.V. Sinha)

ORDER

The applicant submits that he was engaged as a casual labour on being sponsored by the Employment Exchange w.e.f. 15.7.1998 at the Military Dairy Farm, Bareilly and was also granted temporary status w.e.f. 1.3.1996. His grievance is that by verbal orders dated 31.8.98 his services were terminated without giving any show cause notice. He also states that the respondents have engaged fresh casual labour from open market on contract basis for the same work which he was performing.

2. The respondents in their reply have stated that as per policy decision they have decided to dispense with services of casual labour. They deny that any fresh

appointments have been made or that they have engaged anyone on contract basis so far. They also have annexed a copy of the retrenchment order dated 31.8.1998 by which the applicant was offered one month's salary in lieu of notice period. According to the respondents, the applicant refused to accept this order and also evaded the same when it was sent to him by post.

3. Shri Yogesh Sharma, learned counsel for applicant in his arguments, drew my attention to an order of the Deputy Director General of Military Farms, General Branch dated 14th August, 1998 in which it has been stated that a commitment has been given to the Chief of Army Staff to reduce the manpower and accordingly all appointment of casual labour will cease w.e.f. 1.9.1998. It is also stated that for discharging work, temporary employment will be only on job basis. Shri Sharma argued that the Military Dairy Farm has dispensed with the services of the applicant even though work is available only because of these directions from the Army Head Quarters. He further submitted that the provision for temporary employment on job basis to undertake seasonal work only means that contract labour will be brought in and in this manner the right of the applicant as a casual labour with temporary status will be nullified.

4. I find on consideration that no direction in the nature sought for by the applicant for his reengagement can be granted. The Tribunal cannot interfere in a policy decision of the Army Head Quarters that it will no longer employ casual labour. When no direction can be given to the executive even to fill up vacant posts, the respondents in this case can hardly be asked to continue


engaging casual labour contrary to the policy decision. The applicant is, however, entitled to preferential treatment if the respondents change their decision and start reengaging the casual labour again. This commitment they have themselves undertaken in the counter reply.

5. As regards the question of contract labour, if such contract labour is for discharging the same seasonal work as the applicant was doing, obviously his claim cannot be overlooked. Engaging casual labour under the cover that they are being given a contract to do a specified job does not change their status compared to the applicant who has been working for nearly 10 years with the respondents. Therefore, in whatever guise the casual labour is brought in for seasonal work, the respondents will have to consider the claim of the applicant.

6. In the result, the OA is disposed of with the direction that in case the respondents decide to engage persons for attending to seasonal work whether as casual labour or as casual labour on contract basis, they will do so only after considering the case of the applicant for reengagement and giving him due preference on the basis of the services already rendered by him.

7. No costs.

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(R.K. AHOOGA)
MEMBER (A)