

Central Administrative Tribunal
Principal Bench

O.A.No.1714/97

(3)

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

New Delhi, this the 16th day of February, 1998

1. Manak Chand
s/o Shri Dalip Singh
Casual Worker
Directorate General Doordarshan
Mandi House
New Delhi.
r/o D-66, Sudarshan Park
New Delhi.
2. Surender Kumar
s/o Late Shri Chattar Singh
Casual Worker
Directorate General Doordarshan
Mandi House
New Delhi.
3. Sukhbir Singh
s/o Shri Bhagwan Dass
Casual Worker
Directorate General Doordarshan
Mandi House
New Delhi.
r/o H. No.603
Village & P.O. Dhansa
New Delhi - 73.

... Applicants

(By Shri Sunil Malhotra, Advocate)

Vs.

Union of India through
The Director General
Doordarshan
Mandi House
New Delhi.

... Respondent

(By Shri R.P. Aggarwal, Advocate)

O R D E R

The applicants, three in number, submit that their names were sponsored by the Employment Exchange for engagement as Casual Workers and they were interviewed by a Selection Board on 4.4.1995. Thereafter they were engaged as Casual Labourers. Their claim is that though initially their engagement was for filling water in the Coolers they were also deployed for the work normally performed by Peons and Chaprasis. They were kept in employment upto 15.10.1995 and thereafter their services were terminated. Their grievance is that the respondents have, in

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their place, engaged contract labour through a Labour Contractor.

The labour supplied by the said Contractor is engaged for the same type of work for which the applicants were originally engaged. The applicants came before this Tribunal in OA No.2391/95 which was decided on 11.07.1996 as per the order, Annexure-A1. The operative part of the said order reads as follows:

"In the light of the submissions by the counsel on either side, we dispose of this application with a direction to the respondents to consider re-engagement of the applicants as and when work of the same nature becomes available in preference to outsiders and persons with lesser length of service than the applicants, without insisting that they should be again sponsored by the Employment Exchange."

2. After the aforesaid order was passed, the respondents re-engaged the applicants w.e.f. 7.5.1997 for a period of three months but their services were again terminated from 31.07.1997 even though the work on which they were employed perennially continues. It is aggrieved by this action that the applicants have again come before this Tribunal.

3. The respondents in their reply have stated that filling the water in coolers is a work of purely seasonal nature. The applicants were appointed as water boys vide order dated 28.4.1997 for a period of three months and they have been disengaged w.e.f. 4.8.1997 after the work was over. They admit that the maintenance and upkeep of cleanliness and sanitation works are being got done through a Contractor for which tenders were invited. This practice was followed during the financial year 1996-97 and similarly followed during the current financial year of 1997-98.

4. I have heard the counsel on both sides. The learned counsel for the applicant has argued that the replacement of the applicants by other casual labourers, engaged by the Contractor, is in clear violation of this Tribunal's order in OA

Dr

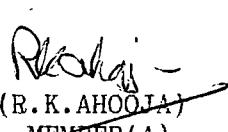
(CJ)

No.2391/95(Supra). He submits that the Supreme Court has frowned upon the replacement of daily wagers by contractors. He also sought to establish that the contractor was also engaging daily wagers performing work which was earlier performed by the applicants.

5. I have considered the matter carefully. The question to be decided is whether the applicants have been replaced by the contractor. This would not appear to be the case. The applicants, on their own admission, were originally engaged for filling water in the coolers. Their engagement consequent to the directions of this Tribunal was also in the same capacity. The respondents say that the contractor was appointed in 1996 and 1997 for the purpose of cleaning the premisses. This is a job different from filling the water coolers during the hot season. Consequently it cannot be said that the applicants have been replaced by the contractor in so far as their engagement as water boys is concerned.

6. In the light of the above discussion, I consider it proper to dispose of this OA with a direction that in case the respondents decide to engage any one for filling the water coolers during the ensuing seasons they will give preference to the applicants in terms of the days of work already put ⁱⁿ by them. The engagement of labour through a contractor, for filling the water coolers, over looking the claims of the applicants would not be permissible.

The OA is disposed of as above. No costs.


(R.K. AHOOJA)

MEMBER (A)

/rao/