

CENTRAL ADMINISTRATIVE TRIBUNAL
PRINCIPAL BENCH

OA No.1028/94

(7)

NEW DELHI THIS THE 16TH DAY OF JANUARY, 1995.

MR.JUSTICE S.K.DHAON, VICE-CHAIRMAN(J)
MR.B.N.DHOUNDIYAL, MEMBER(A)

Shri Harpal Singh
S/o Shri That Singh
R/o Sector 35, Village Morna
Noida, U.P. ... APPLICANT

BY ADVOCATE SHRI V.P.TRIKHA

Vs.

1. Director General Employee's State Insurance Corporation, ESIC Building, Kotla Road, New Delhi-110002.
2. Director Medical, Employees State Insurance Corporation, E.S.I Hospital Complex Basai Darapur, New Delhi-110015.
3. Medical Supdt. Employees State Insurance Corporation Hospital, Basai Darapur Ring Road, New Delhi-110015.
4. Director, Employees State Insurance Hospital Sector 24, Noida, U.P. ... RESPONDENTS

BY ADVOCATE SHRI G.R.NAYAR.

ORDER(ORAL)

JUSTICE S.K.DHAON:

The material averments are these. The applicant was employed as a casual worker from 12.11.1990 and in that capacity he continued till 14.5.1994. He, therefore, rendered 240 days of service in a particular year. By an order dated 14.5.1994, his services had been terminated. He has come to this Tribunal with the allegation that he having acquired a temporary status his services should not be terminated.

2. A counter-affidavit has been filed on behalf of the respondents. Therein, it is stated that the applicant was considered for regularisation of his services along with others but the Selection Board did not find him fit. For want of work his services were terminated.

3. The learned counsel for the applicant has strenuously urged that the case of the applicant for regularisation of his services was not considered in accordance with para 8 of the scheme attached to the notification dated 10.9.1993. We do not find any such

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averment in the OA as well as in the supplementary affidavit filed. The learned counsel urges that he has mentioned the relevant provisions of the scheme and it implies that the terms contained therein have not been followed. We are unable to accept this argument. On the contrary, there is a presumption that the Selection Board acted strictly in accordance with the relevant rules as contained in the notification. In the absence of any averment to the contrary, the presumption remains unrebutted. This part of the argument, therefore, fails.

4. The order of termination dated 14.5.1994 is before us. It states that the services of the applicant are no longer required with effect from 14.5.1994. It also states that the applicant has been paid a sum of Rs.2225/- the break-up of which is like this:

- | | | |
|-----|---|------------|
| (a) | Daily wages due to him upto date | Rs.350.00 |
| (b) | One month's wage in lieu of notice of termination | Rs.750.00 |
| (c) | 45 days wages as retrenchment compensation | Rs.1125.00 |

Thus, the terms of the notification dated 10.9.1993 stand fully complied with in so far as they relate to the services of a person holding a temporary status.

5. It appears to be an admitted position that the applicant has acquired a temporary status even though he had not been found fit for regularisation of his services. He shall be considered for fresh appointment if and when an occasion arises for doing so. He shall also be given preference over his juniors and freshers.

6. With these observations, this OA is disposed of finally. There shall be no order as to costs.

By
(B.N.DHOUNDIYAL)
MEMBER(A)

By
(S.K.DHAON)
VICE-CHAIRMAN(J)

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