

6

CENTRAL ADMINISTRATIVE TRIBUNAL
PRINCIPAL BENCH, DELHI.

Regn. No. O.A. 93/1988. DATE OF DECISION: 31.7.1991.

Shri Garib Das Applicant.

V/s.

Union of India & Anr. Respondents.

CORAM: Hon'ble Mr. Justice U.C. Srivastava, Vice Chairman(J).
 Hon'ble Mr. L.P. Gupta, Member (A).

Shri R.K. Gupta, counsel for the Applicant.
Shri P.P. Khurana, counsel for the Respondents.

(Judgment of the Bench delivered by Hon'ble
Mr. Justice U.C. Srivastava, Vice Chairman)

JUDGMENT

The applicant, who was asked by the respondents not to attend the duties on 16.7.1987, has challenged the said oral termination order of his services and has further prayed that he be held to be a permanent and regular employee of the respondents for the sanctioned post of Key Punching Operator or in the alternative for the post of Despatcher on which post he continued to work from the date of his employment with all consequential reliefs as to salary and conditions of service on par with the regular workers.

2. The applicant, who was employed as Key Punching Operator in the Staff Selection Commission, Department of Personnel & Training, with effect from 21.5.1987, on daily wage basis, was required to work as Despatcher. From the very beginning, the work of Despatcher was taken from the applicant and, according to the applicant, he continued to work as such. The name of the applicant was sponsored by the Employment Exchange, Kamla Market, Delhi, for the work of Key Punching Operator in the Staff Selection Commission and after his selection, his services were utilized as a Despatcher. He has stated to have performed his duties satisfactorily and although the Commission was following the fiction of giving him on paper a break of a day after 90 days or so, i.e., artificial break, he continued to work as such and instead of regularising him in the post, his services have been

u

terminated.

3. The applicant has placed reliance on the Government of India circular dated 7th May, 1985 regarding regularisation of services of casual workers in Group 'D' posts before the issuance of the said instructions, even if they were recruited otherwise than through the Employment Exchange in case they are eligible for regular employment. He has also placed reliance on the judgment given by the Central Administrative Tribunal in the case of Banshi Jadhav & Others Vs. Union of India & Others reported in 1986 (2) C.A.T. 134.


4. The respondents have not denied that his name was sponsored by the Employment Exchange and they have also not denied that his name was sponsored for the work of Key Punching Operator. They have also not denied that he has been working as Despatcher from the very beginning, but it has been stated that he was engaged on daily wages and Daily wagers are posted in different sections depending upon the exigencies of work. It has, however, been stated by the respondents that there were certain reports of mal-practices against the applicant, but obviously no action with regard to those reports was taken, nor any explanation was called. According to the applicant, these are only baseless allegations made in the written statement for denying him regularisation in the post. The applicant who has worked for about three years, obviously would have attained a particular status and his services could not have been terminated in such a manner without any rhyme or reason. As a matter of fact, the respondents were duty bound to consider the claim of the applicant for regularisation of his services.


5. In view of what is stated above, we hold that the order of termination which is said to be oral, is wholly arbitrary and the same cannot be sustained and accordingly

bs

4

this application is allowed and the applicant shall be deemed to be continued in service in the same capacity in which he was working with the observation that back wages may not be given to him but he will continue to remain in service and the question of granting him consequential benefits and his regularisation will be considered by the respondents expeditiously, say within a period of three months from the date of communication of this order. There shall, however, be no order as to costs.


(I.P. GUPTA)
Member(A)


(U.C. SRIVASTAVA)
Vice Chairman(J)

31.7.1991.