

**Central Administrative Tribunal
Principal Bench, New Delhi**



O.A. No.43/2021

Today, this the 12th day of January, 2021

Through video conferencing

**Hon'ble Mr. Justice L. Narasimha Reddy, Chairman
Hon'ble Mr. Mohd.Jamshed, Member (A)**

Dr. M. Rahmatullah,
S/o Late Mr. TauheedHasan,
Aged about 52 years
R/o 525, Kaveri Sector-D6,
VasantKunj, New Delhi-110 070.

.. Applicant

(Through Mr. Ashwani Kumar Dubey, Advocate)

Versus

1. Union of India through
Secretary,
Ministry of Information & Broadcasting,
Room No. 552, 'A' Wing,
ShastriBhawan, New Delhi-110 001.
2. DD (News), Delhi
Through Director General,
DD News, DoordarshanBhawan,
Copernicus Marg,
New Delhi-110 001.
3. PrasarBharti,
Through CEO,
Tower-C, DoordarshanBhawan,
Copernicus Marg,
New Delhi-110 001.

.. Respondents

(Through Mr. SubhashGosai, Advocate)



ORDER (ORAL)

Justice L. NarasimhaReddy :

The applicant was engaged as Consulting Editor (Urdu) in Prasar Bharti on contract basis, through an agreement dated 08.07.2013. That was extended from time to time. Through a notice dated 29.06.2020, the respondents informed the applicant that his performance was found to be not satisfactory. Another reason mentioned therein was that a regular employee has been posted in the Urdu Section and there was no requirement for another employee in that Section. By stating these reasons, the applicant was informed that his contract would be discontinued from 28.07.2020. The representations submitted by the applicant on 01.07.2020 and 28.09.2020 were replied through a notice dated 17.12.2020. This OA is filed challenging the order dated 29.06.2020 and notice dated 17.12.2020.

2. The applicant contends that though he was appointed on contractual basis through an agreement, the respondents are under obligation to follow the principles of natural justice, as observed by this Tribunal in O.A. No. 3165/2015 and batch, vide judgment dated 10.07.2017. It is stated that the prescribed procedure was not followed and that the reasons mentioned in the order were not factually correct.



3. We heard Mr.Ashwani Kumar Dubey, learned counsel for the applicant and Mr.Subhash Gosai, learned counsel for the respondents.

4. It is not in dispute that the appointment of the applicant was purely on contractual basis and through an agreement. The agreement contains an arbitration clause requiring the parties to take recourse to that mechanism, in case any dispute arises.

5. The respondents verified the work of the applicant for certain period. In the first instance, it was for the period between 01.08.2018 and 31.03.2019. His performance was found to be below satisfactory. The applicant was issued a memo dated 29.06.2020 stating that his performance was not up to the mark. He submitted a representation and an opportunity was given to him to improve. The respondents verified the performance of the applicant from 01.07.2019 to 31.05.2020 and that also was said to be not up to the mark.

6. Be that as it may, the post being occupied by the applicant is now being handled by a regular employee. In view of these developments, the respondents issued notice dated 29.06.2020, which reads as under:-

“1. Screening-cum-Selection Committee held on 21.06.2019 had reviewed your performance for the period from 01.08.2018 to 31.03.2019 and found your performance



below satisfactory. Your attention is also drawn to DD News Office Memorandum No.DDN5/172/2013-14(G)/HR/18/6 dated 27.06.2019 wherein you were informed about the same.

2. *Based on your representation dated 01.07.2019 to the DD News Office Memorandum No.DDN-5/172/2013-14(G)/HR/18/6 dated 27.06.2019, your performance was kept under observation period and taking moderate view your services were continued.*

3. *The Screening-cum-Selection Committee held on 28.05.2020 has again reviewed your performance for the period from 01.07.2019 to 31.05.2020. wherein it has been brought out that your utilization is limited because of your ability to work only in Urdu as stated by you. There is also now a regular employee of DD News who is looking after the work of Urdu Section.*

4. *In view of the above, there is no further requirement of your services in DD News. The same would thus be discontinued w.e.f. 28.07.2020.*

5. *Further, you are required to submit 'No Objection Certificate' from Concerned Sections. This issues with the approval of competent authority."*

7. It is true that in OA No.3165/2015 and batch, this Tribunal held that even when replacing the contractual employees, the authorities must follow the principles of natural justice. From a perusal of the impugned order dated 29.06.2020, it is evident that the applicant was duly kept informed about his performance. At any rate, the engagement of the applicant was purely on contractual basis, which was initially for a period of one year. The same work is now being entrusted to a regular employee. It is fairly well settled that engagement of a contractual employee virtually comes to an end, once the same work is entrusted to a regular employee.



8. We do not find any merit in the OA, the same is accordingly dismissed. There shall be no order as to costs.

(Mohd. Jamshed)
Member (A)

(Justice L. Narasimha Reddy)
Chairman

January 12th, 2021

/vv/jyoti/vb/akshaya/sd