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CENTRAL ADMINISTRATIVE TRIBUNAL
PRINCIPAL BENCH : NEW DELHI

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O.A. No.285 of 1990

Dated at New Delhi, this the 8th day of July, 1994

Hon'ble Mr Justice S. K. Dhaon, Acting Chairman

Hon'ble Mr B. K. Singh, Member(A)

Shri Sanjeev Kumar
C/o Shri S. K. Misra
330, West Ambar Talab
Roorkee(U.P.)

... Applicant

By Advocate: None

VERSUS

1. Central Building Research
Institute(A constituent unit
of Scientific and Industrial
Research)
Roorkee-247 667
Dist. Hardwar (U.P.)
(through its Director)

2. Council of Scientific and
Industrial Research
Anusandhan Bhawan
Rafi Marg
NEW DELHI
(through its Director General) ... Respondents

By Advocate: None

U R D E R
(Oral)

Mr Justice S. K. Dhaon

The Central Building Research Institute(Respondent No.1) is a constituent unit of Council of Scientific & Industrial Research(Respondent No.2). The case of the applicant is that he was employed as an Electrical Engineer/Area Leader Electrical with the Respondent No.1. The allegation is that the service of the applicant was wrongly terminated on 30.9.89.

2. The reliefs claimed are these:

"(a) quash the action of the respondents in terminating the services of the applicant after 30.9.89 without assigning any reason, which is arbitrary;

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- (b) hold that the termination of services of the applicant is invalid, improper, incumbeent, discriminatory and therefore untenable and the applicant continues to be in service without any break;
- (c) hold that the applicant is entitled to graded pay scale of Rs.2200-4000 from the date of his appointment with the respondent or upon completion of 240 days service and with all consequential benefits including full pay and allowances etc;
- (d) Any other relief that may be deemed fit and proper in the circumstances of the case, may also be given to the applicant together with cost of the application."

3. A counter affidavit has been filed on behalf of the respondents. Therein, the material averments are these. The applicant was engaged on contractual basis for a specified period. This contract was to last upto 30.9.89, which came to an end by efflux of time. The applicant left service on 30.9.89. He was engaged on contract basis at Roorkee and is residing at that place. He was assigned a specified job in the Navodaya Vidyalaya project of the Respondent No.1. He is not an employee of respondents.

4. No rejoinder affidavit has been filed.

5. In the absence of any rejoinder affidavit, we have no option but to accept the averments made in the counter affidavit as correct. The averments made in the counter affidavit are substantially corroborated by documents filed thereto. The documents go to show

that in the project of Navodaya Vidyalaya, the applicant was assigned work on a lump-sum basis (Rs.4000/-) for occasional designing of internal and external electrification service and the duration of work was two months. The work was to commence with effect from 1.8.89 and was to be completed on 30.9.89 (Annexure R-I annexed to the counter affidavit). A copy of the application given by the applicant stating therein that he was entrusted the work on contract basis in the Central Building Research Institute, Roorkee, has been annexed as Annexure R-I to the counter affidavit. In column.7 of the said annexure it is stated that the work was to be carried out within two months and the nature of contract was specified as designing of external and internal electrical services. The period is also mentioned i.e. with effect from 1.8.89 to 30.9.89.

6. From the material on record, we have no option but to come to the conclusion that ^{no} relationship of employer and employee between the parties came into existence and this is, therefore, not a service matter within the meaning of Section 14 of the Administrative Tribunal Act.

7. The application is not maintainable and is accordingly dismissed. There will be no order as to costs.

(B. K. Singh)
Member (A)
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(S. K. Dhaon)
Acting Chairman