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CENTRAL ADMINISTRATIVE TRIBUNAL
PRINCIPAL BENCH: DELHI.

O.A.No.582/90.

Tuesday, the 5th day of July, 1994.

SHRI J.P. SHARMA, MEMBER (J).

SHRI S.R. ADIGE, MEMBER (A).

1. Shri Jagdish Singh,
S/o Shri Khajan Singh,
R/o Village : Bamnauli,
Tehsil, Sardhana,
Distt. Meerut, U.P.

2. Shri Shish Ram,
S/o Shri Sumer Singh,
Village : Sunehra,
Tahsil, Bagpat,
Distt. Meerut, U.P.

...Applicants

By advocate Mr. P.P. Khurana.

V/s.

1. The Director General,
Coast Guard, Head Quarters,
National Stadium Complex,
New Delhi-110001.

...Respondent

By advocate Mr. P.H. Ramchandani, Sr. Counsel.

O R D E R (ORAL)

J.P.SHARMA:

The petitioners were appointed as Chowkidars initially for a period of three months by an order dated 22-3-1984. This appointment continued unabated till the applicants were discharged from service by the order dated 3-11-1989 informing them that consequent upon the disposal of the defence land at Bhonja Camp Ground, Ghaziabad, allotted to Coast Guard, the services of the following individuals who were appointed as Chowkidar on ad hoc basis are no longer required.

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Aggrieved by the aforesaid, the applicants made a representation through their lawyer Shri R.P.Sharma and when they have not been furnished with the reply, they filed the present application on 29-3-1990 praying for the grant of the reliefs that the order of 3-11-1989 be quashed with a direction to the respondent to reinstate the applicants with all back wages or any other suitable order be passed which is considered fit and proper in the circumstances of the case.

2. The respondent contested this application and opposed the grant of the relief on the ground that the applicants were appointed only on a specific term and condition for a definite period upto which time the post was initially sanctioned. They were also informed in every letter of fresh appointment regarding the nature and period of their employment. Thus, it is stated that the appointment order made it apparent that they have been appointed purely on ad hoc basis for a period not more than stated in the aforesaid letter of appointment. It was also made clear in the letter of appointment that that will not confer any right on them to claim regular appointment to the grade of Chowkidar in Coast Guard and the services rendered by them during this period shall not count for purposes of seniority in the grade of Chowkidars or for eligibility for promotion to the next higher grade. It has also been pointed out that their services can be terminated ^{any time} without any notice and without assigning any reason.

3. The applicants have not filed any rejoinder.

4. We have heard the learned counsel for the parties at length and perused the record. The learned ^{/counsel} ~~/for~~ the applicants pointed out that the order of termination of services of November 1989 is illegal inasmuch as their services have been terminated in violation of section 25(f) of the Industrial Disputes Act, 1947. We have considered this aspect thoroughly. In fact, the applicants were engaged for a definite term and period on the basis of job requirement as Chowkidar for the ladd which was with them in Ghaziabad. When the land was sold and taken away from the respondent, the posting of chowkidar for guarding the same evidently was not more required, and as such, there was no job requirement and the applicants were discharged from the services and the same was conveyed to them in the impugned order dated 3-11-1989. Thus, we don't find any violation of section 25(f) of the Industrial Disputes Act, 1947.

5. The learned counsel for the respondents, however, argued that these persons have already worked with the respondent for a period of more than five years and normally they would have got a temporary status but because of the specific nature of the work and that the respondent did not give them alternative job, they were not engaged after 3-11-1989. However, the fact remains that ^{/when} ~~/the~~ applicants had already worked for a number of years, they should have been preferred ^{/fresh} ~~/from~~ persons taken from the market or those who have put in lesser service than them. During all these

five years, there must have been some vacancy either on account of retirement or resignation or casualty in the grade in which the applicants were working and they could have been engaged either on casual basis or in the clear vacancy in that grade. It is expected that whenever the work is available with the respondent, they will prefer the applicants for engagement on certain jobs in the same grade either they are of casual nature or in a permanent group 'D' post. The learned counsel for the respondent could not give any better details whether any such vacancy is available or not.

6. In view of this, the application is disposed of with the direction to the respondent to prefer both the applicants for fresh engagement whenever the work is available in the same grade in which they have already worked for 5 years and also be ^{considered for} regularisation in that post. The respondents to comply with these directions within a period of three months and communicate the same to the applicants. In the circumstances, parties to bear their own costs.

Adige
(S.R. ADIGE)
MEMBER (A)

Sharma
(J.P. SHARMA)
MEMBER (J)

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