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**IN THE CENTRAL ADMINISTRATIVE TRIBUNAL**  
**NEW DELHI**

O.A. No. 863/90  
T.A. No.

199

DATE OF DECISION 25.1.1991.

<u>Smt. Bimla Rani</u>	<del>Petitioner</del> <b>Applicant</b>
<u>Shri T.C. Aggarwal</u>	<del>Advocate for the Petitioner(s)</del> <b>Applicant</b>
Versus	
<u>Union of India through</u>	<u>Respondent</u>
<u>Chief Engineer, Staff Try. Instt.,</u>	
<u>A.I.R. and Doordarshan</u>	
<u>Smt. Raj Kumari Chopra</u>	<u>Advocate for the Respondent(s)</u>

**CORAM**

The Hon'ble Mr. P.K. Kartha, Vice-Chairman (Judl.)

The Hon'ble Mr. D.K. Chakravorty, Administrative Member.

1. Whether Reporters of local papers may be allowed to see the Judgement? Yes
2. To be referred to the Reporter or not? Yes
3. Whether their Lordships wish to see the fair copy of the Judgement? / No
4. Whether it needs to be circulated to other Benches of the Tribunal? / No

(Judgement of the Bench delivered by Hon'ble  
Mr. D.K. Chakravorty, Administrative Member)

The applicant, who has worked as a Casual Labourer in the office of the respondents, filed this application under Section 19 of the Administrative Tribunals Act, 1985, praying that the respondents be restrained from terminating her service and that they should be directed to regularise her in a Class IV post.

2. The case of the applicant is that she has worked as a Casual Labourer from 14.2.1990 to 13.5.1990. She has stated that she had been sponsored by the Employment

Exchange for appointment as Casual Labourer. She has alleged that the respondents are proposing to appoint fresh persons after dispensing with her services so as to avoid any claim being made by her for regularisation of her services.

3. The respondents have stated in their counter-affidavit that the engagement of the applicant was of a purely casual nature, and that such an engagement does not bestow on her any right for regularisation. They have ~~also~~ stated that she has not worked continuously for a period of two years so as to become eligible for regularisation. They have also stated that no fresh recruit has been engaged as Casual Labourer in her place.

4. We have gone through the records of the case and have heard the learned counsel for both the parties. The applicant ~~has not worked continuously for a period of two years (240 days in an office working for six days in a week, or 206 days in an office working for five days in a week), so as to become eligible for regularisation in a Group 'D' post.~~ has not worked continuously for a period of two years (240 days in an office working for six days in a week, or 206 days in an office working for five days in a week), so as to become eligible for regularisation in a Group 'D' post.

5. Under the relevant instructions issued by the Department of Personnel, ~~only~~ only the casual labourers who have put in two years' continuous service, would be eligible for regularisation.

6. In the rejoinder affidavit filed by the applicant, it has been alleged that the respondents have resorted to the practice of engaging casual workers through contractors. No documentary evidence has been produced before us to substantiate this claim. The applicant has relied upon the decision of the Supreme Court in Shankar Mukherjee Vs. Union of India & Others, 1990 (1) SLJ (SC) 151, in which the Supreme Court has held that the system of contract labour is nothing but an improved version of bonded labour and that in cases where there is work of a perennial nature, contract labour should not be employed as envisaged in Section 10 of the Contract Labour (Regulation and Abolition) Act, 1970. In that case, a question had arisen whether the prohibition on employment of contract labour in M/s Indian Iron & Steel Co. Ltd. applied to persons working in the Brick Department. Those entrusted with the job of loading and unloading of bricks from wagons and trucks in the Brick Department, had been specifically excluded from the prohibition of employment of contract labour. It was contended that the job of loading and unloading was allied and incidental to the work of staking. The Supreme Court observed that the staking of bricks is incidental to

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loading and unloading, and that the work of loading and unloading was of a perennial nature. Accordingly, it was held that the prohibition of employment of contract labour applied also to those who were doing the job of loading and unloading.

7. The decision of the Supreme Court mentioned above is clearly distinguishable. The applicant has not produced any evidence in support of her contention that the respondents have resorted to the practice of engaging casual workers through contractor.

8. After careful consideration of the matter, we dispose of the present application with the direction to the respondents that the applicant should also be considered for engagement as casual labourer if any vacancies are available, in preference to her juniors and outsiders. There will be no order as to costs.

*D. K. Chakravorty*

(D. K. Chakravorty)  
Administrative Member

25/1/89

*Partha*  
25/1/89

(P. K. Kartha)  
Vice-Chairman (Judl.)