

CENTRAL ADMINISTRATIVE TRIBUNAL
PRINCIPAL BENCH
NEW DELHI

O.A. NO. 2532/92

DECIDED ON : 23.4.93

Yogendra Kumar Agarwal

... Applicant

Vs.

Union of India & Others

... Respondents

CORAM :

THE HON'BLE MR. J. P. SHARMA, MEMBER (J)
THE HON'BLE MR. S. R. ADIGE, MEMBER (A)

Shri R. R. Rai, Counsel for Applicant
Shri M. L. Verma, Counsel for Respondents

JUDGMENT

Hon'ble Shri J. P. Sharma, Member (J) :-

The applicant was engaged as a Night Guard w.e.f. 28.8.1989 in the Hapur Mandi Post Office in Distt. Ghaziabad under the orders of Sub Post Master, Hapur Mandi. He was engaged purely on ad-hoc basis as due to rains in 1989 the roof of the rented building of the post office was damaged and in order to watch the said building in the night the applicant was engaged till such time the roof of the said building housing the post office was renovated. The services of the applicant were dispensed with w.e.f. 14.10.1991 (Annexure-A). The applicant was appointed in the pay scale of Rs.750-940 at the basic pay of Rs.750/- per month with DA and HRA as admissible at Hapur. The applicant was paid only for the period from 28.8.1989 to 31.8.1989 Rs.125/- and thereafter he was not paid any amount inspite of repeated requests and representations. The applicant has prayed for the grant of the following reliefs :-

- (a) Payment of salary for the period from 1.9.1989 to 14.10.1991 along with 18 per cent interest.
- (b) A direction to the respondents to give employment to the applicant as he has served for more than 240 days in each year during his two years' service as Night Guard.

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2. The Respondents contested this application and in the reply stated that in the absence of formal orders the applicant could not be paid but on receipt of orders from the Directorate on 12.10.1992 through Post Master General, Dehradun, the applicant has been paid the amount of Rs.29,325/- on 6.11.1992 as the wages of work done as Night Guard at Hapur Mandi for the period from 1.9.1989 to 14.10.1991. It is further stated that the applicant was not a regular employee and he was engaged as Night Guard only on daily wages basis to safeguard the Government property till the time the building of the post office was repaired. The landlord of the said building procured an injunction from the competent court of law putting a restraint on the department to carry out any repairs to the said building occupied by the post office. This necessitated the engagement of the applicant for a limited purpose and period. The applicant has no case for regularisation.

3. The applicant has also filed rejoinder admitting the payment of the amount of wages for the period he has worked as Night Guard. It is further stated that he has not been paid any interest on account of delayed payment of salary. The applicant has reiterated the averments made in the O.A. regarding the regularisation of appointment.

4. We have heard the learned counsel for the parties at length. The relief regarding payment of wages has already been granted by the department itself and hence, relief No.1 of the application has become infructuous except for the payment of interest on account of delay in payment of salary. The interest can only be allowed if there have been administrative lapses on the part of the department. The respondents in their counter have specifically stated that the moment the Directorate through the P.M.G., Dehradun, communicated the sanction for the payment of salary, the amount has been paid. The respondents have also

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stated that a number of representations were sent to head office soon after the engagement of the applicant for the payment of salary but in view of the sanction being awaited from the accounts authorities the payment could not be made earlier. In view of this fact, the respondents cannot be said to be at fault and in such a circumstance the applicant cannot be paid interest on the accumulated arrears of salary.

5. Regarding the relief for regularisation, the services of the applicant were purely temporary. The services of the applicant were only for a fixed term and the nature of duty assigned to the applicant was only from 17.30 hours to 9.30 hours next day. His services have been terminated not because there was any retrenchment or another person was to be engaged but because the purpose for which the applicant was engaged no more existed. It is not the case of the applicant that any person afresh from the market has been engaged in his place. Merely because the applicant has worked for certain period as Night Guard will not entitle him for regularisation as there is no post as such of Night Guard. The applicant himself in his letter dated 18.12.1989 (Annexure-E) has mentioned that he was engaged on account of the roof of the building of the post office having fallen down and was engaged only till the time the said roof was repaired, it is, therefore, evident that his services were required only for a limited period. When the purpose for Night Guard was no more to be performed, the services of the applicant were dispensed with. There is no case for regularisation.

6. In view of the above facts and circumstances, the present application, therefore, becomes infructuous with regard to relief No.1 ad is dismissed as devoid of merit for relief No.2. No costs.

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(S. R. Adige)
Member (A)

J. P. Sharma
23.4.93
(J. P. Sharma)
Member (J)