

CENTRAL ADMINISTRATIVE TRIBUNAL  
PRINCIPAL BENCH

(6)

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OA.No.2642 of 1992

Dated New Delhi, this 4th day of August, 1997.

HON'BLE DR JOSE P. VERGHESE, VICE CHAIRMAN (J)  
HON'BLE MR K. MUTHUKUMAR, MEMBER (A)

Dinesh Singh  
S/o Shri Madan Singh  
C/o Shri B. S. Mainee  
240 Jagriti Enclave  
DELHI-110092.

... Applicant

By Advocate: Shri B. S. Mainee

vs

Union of India, through

1. The General Manager  
Northern Railway  
Baroda House  
NEW DELHI.
2. The Financial Adviser & Chief  
Accounts Officer, Northern Railway  
Baroda House  
NEW DELHI.
3. The Dy. Gen. Manager (G)  
Northern Railway  
NEW DELHI.

By Advocate: Shri H. K. Gangwani

O R D E R (Oral)

Dr Jose P. Verghese, VC (J)

The applicant in this case was offered the post of Substitute Bungalow Khallasi normally for periods of three months each extended from time to time. On 17.9.91 the applicant entered into an agreement containing a declaration that he is willing to work as a Bungalow Peon with any Railway Officer initially for a period of three months which may be extended in spells of three months each. His work can be

(1)

terminated, in case he is found unwilling to work or found unsuitable or his performance is unsatisfactory. It was also made clear that he will not claim any alternative Class-IV appointment in the Railways. By an order (Annexure R-II), the respondents have placed him in the scale of Rs.750-940 and gave the appointment order for a period of three months with effect from 1.10.91. It was also stated in the appointment letter that his appointment is purely temporary and liable to be terminated if his work is found unsatisfactory, his services are no longer required or is unwilling to work.

2. In the reply it is stated that the services of the applicant were terminated as his services were no longer required. It was also stated that the circumstances in which the services of the applicant were terminated was that the officer under whom the applicant was working was transferred out of Delhi and the new incumbent wanted that a Substitute Khallasi of his choice could be posted and it is not the case of the respondents that there was no work left, but the new incumbent was not willing to take the applicant <sup>some</sup> for/unknown reasons. This cannot stand on the face of the fact that the respondents have appointed someone else in the said vacancy. In the circumstances, the termination of the post of Substitute Bungalow Khallasi is on the face of it, illegal and needs to be set aside on this ground

(8)

alone. It is stated that the termination order does not extend the period of the applicant's services for three months, rather it was shown on the face of the order that his services were extended from 10.8.92 to 31.8.92 and thereafter the services have been terminated with effect from 31.8.92.

3. The counsel for the respondents, on the other hand, stated that the applicant's appointment was co-terminus with the service to that officer with whom he was attached. Once the attached officer leaves, the applicant's posting also come to a natural end. We are unable to agree with the said contention for the simple reason that in the appointment letter it is not mentioned that his services have been treated as co-terminus with any of the officer who would be posted to Delhi under whom alone the applicant is to work. A copy of the said appointment letter has been sent to various officers and it does not include the name of the officer with whom the applicant was to work. That itself indicates that the service of the applicant was not related to a particular officer with whom alone he was to work.

4. The counsel for the applicant argues that the services of the applicant as a Substitute Bungalow Khallasi are the same as that of a casual labourer.

(9)

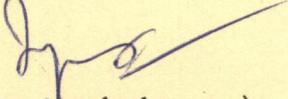
For the purpose of this application, we are not going into the said question especially because unlike casual labourer, Substitute Bunglow Khallasi has been placed on appropriate pay scale and moreover the nature of the job of a Substitute Bunglow Khallasi seems to be something personal to the one with whom he is supposed to work. In the circumstances, no final decision is given whether the services of a casual labourer are same as that of a Khallasi and he will be given the benefits in accordance with the rules.

5. In the circumstances, the counsel for the applicant insisted that in case the order of termination is being set aside, the respondents may be directed to pay the arrears of wages for the entire period from the date of termination till re-instatement. We are unable to agree with this contention of the counsel for the applicant that the setting aside of the termination order is limited to the relief what we are intending to grant namely, that the applicant will be entitled to fresh appointment in the circumstances of the case as and when vacancy in the grade of Substitute Bunglow Khallasi arises. The respondents shall make an effort to locate one vacancy within two months from the date of the receipt of a copy of this order. In the absence of it, the respondents may accommodate

(10)

applicant in a suitable Class-IV post even though it was mentioned in the appointment letter that he will not be entitled to claim for any Class-IV appointment. In view of the fact that no order as to the arrears is being made, the respondents shall make every possible effort to appoint him within the stipulated period itself.

5. With these, the OA is disposed of. No order as to costs.

  
(K. Muthukumar)  
Member(A)

  
(Dr. Jose P. Verghese)  
Vice Chairman(J)

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