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CENTRAL ADMINISTRATIVE TRIBUNAL
PRINCIPAL BENCH: NEW DELHI

OA No.1510/93

Date of decision: 26.07.1993.

Shri Nand Kishor Chaudhary

...Petitioner

Versus

Union of India & Others

...Respondents

Coram: The Hon'ble Mr. I.K. Rasgotra, Member (A)
The Hon'ble Mr. B.S. Hegde, Member (J)

For the petitioner

Shri K.P. Dohare, Counsel.

Judgement(Oral)
(Hon'ble Mr. I.K. Rasgotra, Member (A))

We have heard the learned counsel for the petitioner. The grievance of the petitioner is that his service has been terminated vide order dated 22.01.1993. The said order reads:-

"In pursuance of the proviso to Sub-Rule (1) of Rule 3 of the Central Civil Services (Temporary Service) Rules, 1965, I, V.P. Bhatia, Assistant Director, hereby terminate forthwith the services of Shri Nand Kishore Chowdhary, a temporary ACIO-II(G) and direct that he shall be entitled to claim a sum equivalent to the amount of his pay and allowances for the period of notice at the same rates at which he was drawing them immediately before the termination of his service."

The petitioner was appointed to service vide order dated 28.12.1992. The terms of appointment provide:-

"(i) The appointment is temporary. His permanent appointment to the post, if and when it is made permanent, however, will depend on various

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factors governing permanent appointment in such posts in force at the time and will not confer on him the title to the permanency from the date post is converted.

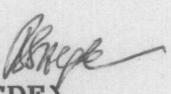
(ii) The appointment may be terminated at any time by a month's notice given by either side, viz. the appointee or the appointing authority, without assigning any reason. The appointing authority, however, reserves the right of terminating the services of the appointee forthwith or before the expiration of the stipulated period of notice by making payment to him a sum equivalent to the pay and allowances for the period of notice of the unexpired portion thereof. His services are liable to be terminated within a period of six months from the date of his appointment without any notice and without any reason assigned."

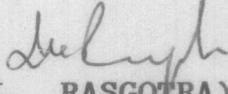
2. The contention of the petitioner is that he has not been served any notice in accordance with the second provision, adverted to above, incorporated in the letter of appointment.

3. A plain reading of the appointment letter indicates that the petitioner was appointed temporarily and his appointment was subject to termination on one month's notice on either side. Instead of serving him a notice of one month, the respondents have given provision him one month's pay in lieu of notice. This is also made in the letter of appointment. Since the termination



order has been passed in accordance with the provisions made in the memorandum, appointing him, we are not inclined to interfere in the matter. We, therefore, dismiss this petition at the admission stage without considering it necessary to give any notice to the respondents.


(B.S. HEGDE)
MEMBER(J)


(I.K. RASGOTRA)
MEMBER(A)

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