

OPEN COURT

CENTRAL ADMINISTRATIVE TRIBUNAL, ALLAHABAD BENCH

ALLAHABAD

Allahabad : Dated this 8th day of December, 2000

Original Application No. 215 of 1996

COURT :-

Hon'ble Mr. V.K. Majotra, A.M.

Hon'ble Mr. Rafiquddin, J.M.

Gajendra Prakash S/o Shri Sahab Singh,
R/o Village Nizampur Garhurma, Post Office
Shikohabad.

(Sri Upendra Nath, Advocate)

..... Applicant

Versus

1. Union of India through
The Director General, Employees State
Insurance Corporation, Panch Deep Bhawan,
Kotla Road, New Delhi.
2. The Regional Director, E.S.I. Corporation,
Panch Deep Bhawan, Sarvodaya Nagar,
Kanpur.
3. The Manager, E.S.I. Corporation,
Local Office, 557/2, Station Road,
Shikohabad, District Firozabad.

(Sri B.M. Asthana, Advocate)

..... Respondents

O R D E R

By Hon'ble Mr. V.K. Majotra, A.M.

The applicant has challenged his termination order dated 15-11-1995 whereby his services have been terminated by the respondents retrospectively w.e.f. 10-10-1995. The applicant's claim is that he was appointed as casual Peon on daily wages of Rs.6.50 per day on 14-4-1982. He continued in service till 16-10-1995 on salary of Rs.100 per month. His services were terminated off and on during the period 1982-95. Having served

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the department for over 13 years, the applicant has sought quashing of the order dated 15-11-1995 (Annexure-A-1 to the OA) and direction to the respondents for his reinstatement in service with all consequential benefits.

2. According to the respondents, the applicant was engaged purely as part time water carrier and not on casual/temporary basis with continuous service from 14-4-1992 to 16-10-1995. His services were terminated from time to time. He was engaged from time to time as and when his part time services were required. The respondents have maintained that his engagement as part time water carrier from time to time does not confer any right to regularisation in service of the Corporation as the Corporation does not have any post or job of water carrier as claimed by the applicant. The applicant was never appointed as Class IV employee and has never been a full time employee of the Corporation. The applicant has filed a rejoinder affidavit as well.

3. We have heard learned counsel for the parties and perused the material on record.

4. From various documents filed by the applicant, it is established that the applicant was appointed as Adhoc Messenger on daily wages/part time water carrier from time to time. On each occasion he served the department for a few days/months as an ad hoc part time worker on daily wages. Learned counsel for the applicant contended that the services of the applicant should have been regularised in terms of the

Grant of Temporary Status and Regularisation of Casual Workers' Scheme dated 10-9-1993 (Annexure-A-12 to the

Learned counsel for the respondents stated that the applicant was only a seasonal ad hoc part time water carrier whose services were terminated after expiry of each summer season. The aforesaid scheme for grant of temporary status and regularisation applies to casual workers of the Government. The applicant was neither a casual worker nor was the said scheme adopted by the Corporation. The applicant has also not been able to establish that the said scheme was made applicable to the employees of EISC.

5. In the facts and circumstances of the case, we find that the 1993 scheme cannot be made applicable to the workers of EISC. It is certainly not applicable to the applicant who is not even a casual worker with the Corporation. However, it is pathetic that the applicant who has been serving the respondents for over 13 years, though intermittently, has no avenue of employment anywhere and the respondents have terminated the applicant's only source of livelihood which too was available to him on part time basis. Although we are not in a position to direct the respondents to provide temporary status or regularisation to the applicant, we can only refer the applicant's case to the respondents for consideration on compassionate ground to re-engage the applicant on part time basis as he was being engaged previously.

6. The OA is disposed of in the above terms with no order as to costs.

Ranjithan
Member (J)

Ukayoh
Member (A)

Dube/