

RESERVED

CENTRAL ADMINISTRATIVE TRIBUNAL  
ALLAHABAD BENCH  
ALLAHABAD.

Dated: This the 25<sup>th</sup> day of Nov 2005.

Contempt Application No. 222 of 2003

IN

Original Application No. 1198 of 1988

Hon'ble Mr. S.C. Chaube, Member (A)

Hon'ble Mr. K.B.S. Rajan, Member (J)

1. Gopal Anand, S/o Shri Saroj Anand
2. Vikram Verma, S/o Sri N.L. Verma
3. Satish Chandra Mangain, S/o Sri H.N. Mangain
4. Vijay Kumar, S/o Late Banwari Lal,
5. Bahadur Singh Negi, S/o Sri K.S. Negi.

.....Applicants

By Adv: Sri M.K. Updhayaya

V E R S U S

1. Sri V.S. Rama Murti,  
Secretary Government of India,  
Department of Science and Technology,  
Mehrauli Road,  
NEW DELHI.
2. Sri Prithvish Nag, Surveyer,  
General of India, Hathi Barkala,  
DEHRADUN.
3. G.C. Bairagi, Director Map and Publication,  
Hathi Barkala,  
DEHRADUN.

.....Respondents

By Adv: Sri S. Singh

O R D E R

By K.B.S. Rajan, JM

This CCP has been filed by the applicant alleging deliberate non compliance of order dated 17.4.2001 passed in OA 1198/01, the operative portion is reads as under: -

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"The applicant be consider for appointing to the post in respondents establishment in accordance to their qualification and experience as apprentice act 1961 notwithstanding that the candidature has not been sponsored by the EDE and also in relaxation in age be allowed to the extent for the period for which they have under gone apprenticeship training and the matter remind subjedice."

2. The respondents contested the CCA. According to them the applicants were called for necessary interview for the post of Motor Vehicle Drivers and out of the 8 applicants none has participated in the interview thought according to the applicants counsel at least one had participated in the interview. However it has been contended on behalf of the applicant that the applicants who were asked to produce the following documented did not produced the same consequent to which they could not be selected. The reason for none selection. was as under:-

- a. He was not possessing a Driving License for Heavy Vehicles.
- b. He was not having sufficient driving experience of Heavy Vehicles in HILLS and in Cross Country.
- c. He was not having knowledge of Traffic Rules and Regulations.
- d. He was not having any knowledge of any type of repair of Vehicle.

3. The counsel for the respondents further submitted that the applicants were in possession of qualification as Motor Mechanic apprentice and the respondents had since merged the post of Motor Mechanic and Motor Driver and called them as Motor Mechanic cum Driver and according the respondents the applicant did not want to participate in the

interview and issued legal notice to the respondent for direct appointment in accordance with the judgment of the Apex Court in the case of *U.P. SRTC v. U.P. Parivahan Nigam Shishukhs Berozgar Sangh*, (1995) 2 SCC 1. The applicants' counsel has contended that where as the applicant were called for interview for the post of Motor Mechanic they were called for interview for Motor Drivers.

4. We have considered the entire position. The Apex Court has held in the following cases as under:-

(a) *U.P. SRTC v. U.P. Parivahan Nigam Shishukhs Berozgar Sangh*, (1995) 2 SCC 1. The Tribunal in its earlier order dated 01-12-2000 in OA 1440 of 2000 had directed the respondents to deal with the case of the applicant in accordance with the said judgment of the Apex Court. The Apex Court in that case has held as under:-

9. We have said so as reference to that circular shows that all it has done is to lay down the procedure for the selection of the apprentices, which did not require the apprentices to undergo any written examination for selection and their routing through employment exchange was done away with. Something was said about the age also. No promise of employment can be read in this circular which is of 21-12-1977. We would say the same about the memo of the Directorate of Training and Employment of the State of U.P. dated 21-9-1977 as it falls short of any promise of employment, because what it says is that full efforts should be made to provide the trainees with service. In this memo, what had been stated in para 2 of the Government of India's letter dated 31-8-1978 had been quoted in which it was mentioned that the scheme of training had been introduced to promote chances of

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employment of educated unemployed persons; and that if employers would not provide employment to the qualified apprentices the same would amount to destruction of developed human resources. It is because of this that the Government of India expressed the desire that **"other things being equal trained apprentices should be given preference in case of employment"**.

(b) Chairman/Md, Mahanadi Coalfields Ltd. v. Sadashib Behera, (2005) 2 SCC 396,

"6. There is another aspect of the matter which deserves consideration. The whole stand of the writ petitioner (Respondent 1 in this appeal) was that he had undergone apprenticeship training with Mahanadi Coalfields Ltd. and, therefore, he was entitled to be appointed on the post of welder. The Apprentices Act was enacted in the year 1961 and as the preamble shows that it is an Act to provide for the regulation and control of training of apprentices and for matters connected therewith. Section 2(aa) defines an "apprentice" and it means a person who is undergoing apprenticeship training in pursuance of a contract of apprenticeship. Section 2(aaa) defines "apprenticeship training" and it means a course of training in any industry or establishment undergone in pursuance of a contract of apprenticeship and under prescribed terms and conditions which may be different for different categories of apprentices. Section 4 provides that no person shall be engaged as an apprentice to undergo apprenticeship training unless he has entered into a contract of apprenticeship with the employer and the training shall be deemed to have commenced on the date on which the contract of apprenticeship has been entered into. It further provides that every such contract shall be sent by the employer to the Apprenticeship Adviser for registration. Sections 6 and 7 lay down that the period of apprenticeship training shall be specified in the contract of apprenticeship and the same shall terminate on the expiry of the period of apprenticeship. Rule 6 of the Apprenticeship Rules, 1991 (hereinafter referred to as "the Rules") mandates that the contract shall be sent by the employer for registration within three months of

date on which it was signed. Sub-rule (3) of Rule 6 provides that the obligation of the employer and that of the trade apprentice shall be as specified in Schedule V or VI, as the case may be. Clause (10) of Schedule V which relates to the obligation of the employer reads as follows:

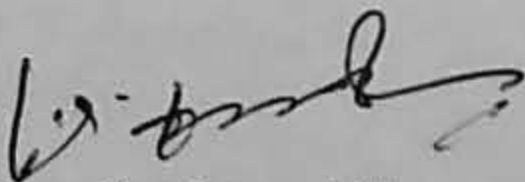
"(10) It shall not be obligatory on the part of the employer to offer any employment to the apprentice on completion of period of his apprenticeship training in his establishment nor shall it be obligatory on the part of the apprentice to accept an employment under the employer."

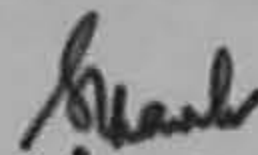
7. These provisions show that apprentice is a person who is undergoing a training in pursuance of a contract of apprenticeship duly registered with the Apprenticeship Adviser and the employer who is imparting training is under no obligation to offer any employment to such a person. The legislature has made the aforesaid position clear by making a specific provision in this regard namely Section 22 of the Act and sub-section (1) thereof lays down that it shall not be obligatory on the part of the employer to offer any employment to any apprentice who has completed the period of his apprenticeship training. Sub-section (2) however provides that notwithstanding anything in sub-section (1) where there is a condition in a contract of apprenticeship that an apprentice shall, after successful completion of apprenticeship training, serve the employer, the employer shall, on such completion, be bound to offer suitable employment to the apprentice, and the apprentice shall be bound to serve the employer in that capacity for such period and on such remuneration as may be specified in the contract. Thus the provisions of the Act and the Rules made there-under show that in absence of any condition in the contract which is entered into between the employer and the apprentice at the time of commencement of his apprenticeship training and which is registered with the Apprenticeship Adviser to the effect that the apprentice shall serve the employer, an apprentice cannot claim any right to get an employment on successful completion of his training. It is not the case of Respondent 1 that in the contract of apprenticeship there was any condition that after completion of training he would serve the employer and

in absence of such a condition, the employer namely the appellants are not bound to offer any employment to them. In the absence of any legal right inhering in the writ petitioner (Respondent 1 herein) no writ of mandamus could be issued commanding the appellants to give an appointment to him on the post of welder."

5. The above orders of the Apex Court would show that in so far as the apprentices under the apprenticeship Act 1961 are concerned, except exemption of being sponsored through employment exchange and except certain age relaxation no other concession has been given. At best, other things being equal preference can be given to such apprentices. Nothing less; nothing else, whereas according to the applicant the supreme court judgment relied upon by them gives full fledged exemption from appearing for interview etc. This is an incorrect proposition. As such the respondents are right in not giving the appointment orders to the applicants as they lack in qualification etc.

6. In view of the above we hold that no non compliance of the order of this Tribunal dt.17-04-2001 has been made by the respondent and the applicants have thoroughly failed to make out a case for contempt. Hence the CCA is dismissed and the notices discharged.

  
Member (J)

  
Member (A)