

IN THE CENTRAL ADMINISTRATIVE TRIBUNAL
AHMEDABAD BENCH

NO
CL Termination



O.A. No. /650/88
T.A. No.

DATE OF DECISION 2.2.1993

Til Bahadur

Petitioner

Mr.B.R.Kyada

Advocate for the Petitioner(s)

Versus

Union of India & others

Respondent

Mr.Akil Kureshi

Advocate for the Respondent(s)

CORAM :

The Hon'ble Mr. N.V.Krishnan
Vice Chairman

The Hon'ble Mr. B.S.Hegde
Member (J)

1. Whether Reporters of local papers may be allowed to see the Judgement ? ✓
2. To be referred to the Reporter or not ? ✓
3. Whether their Lordships wish to see the fair copy of the Judgement ? ✓
4. Whether it needs to be circulated to other Benches of the Tribunal ? ✓

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Til Bahadur,
residing at Bapunagar,
Ahmedabad.

.....applicant

(Advocate : Mr.B.R.Kyada)

versus

1. Union of India,
Notice to be served through
the Station Director,
Doordarshan Kendra,
Ahmedabad.

2. Superintending Engineer,
Doordarshan Kendra,
Ahmedabad.

....respondents

(Advocate : Mr.Akil Kureshi)

ORAL JUDGMENT

O.A./650/88

Date : 2.2.93

Per : Hon'ble Mr.N.V.Krishnan
Vice Chairman

The applicant is aggrieved
by the order of termination dated 1st July,
1988. (Annexure A) passed by the Director,
Door Darshan Kendra, Ahmedabad , the first
respondent. He has therefore, filed this

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filed this application seeking a declaration that the impugned order (Annexure A) is illegal and that it should, therefore, be quashed and the applicant be given all consequential benefits.

2. The brief facts are as follows:

2.1 The applicant was initially engaged as a Casual Majdoor and he claims that he was utilised as a Casual Carpenter from 1984. To substantiate this case he has produced Annexure A₁ and A-2 certificates.

2.2 Subsequently he was appointed, purely on a temporary and adhoc basis, from 21-7-1987 as a Carpenter in the pay scale of Rs. 1200/- 1800/- with the specific condition that the "tenure of this adhoc appointment will be of six months w.e.f 21-7-1987 or till the time the regular appointment to the post is made, which ever is earlier".

2.3 The applicant states that he was working satisfactorily and yet his service was terminated all of a sudden on 1st April 1988, without following the procedure laid down under the Industrial Disputes Act 1947, Act for short,.

2.4 It is in these circumstance that the aforesaid reliefs have been claimed.

3. The respondents have filed a reply denying that any relief is due to the applicant. It is stated that

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that applicant was engaged initially on a casual basis as a Majdoor and then as a carpenter. He was then appointed on an adhoc basis as a carpenter by the office order dated 21-4-1987. The Department proceeded to fill up the vacant posts of carpenter by regular appointment. They have four posts of which one was reserved for SC and one for ST candidate and two for general candidates. 339 applications were received. The applicant also applied for the post and his case was also considered. After considering ~~the~~ each candidates on merits, four persons were selected out of 64 candidates who were interviewed. They have joined duties on 1-7-1988. Hence, the services of the applicant had to be terminated. Under these circumstance it is contended that the termination cannot be challenged.

4. Though the respondents have also contended that Industrial Dispute Act, 1947, does not apply to the respondent organisation, we do not attach any importance to this argument as Door Darshan has been declared to be an industry in ^a number of earlier cases.

5. We have perused the records and heard Shri B.R.Kyada for the applicant and Shri Akil Kureshi for the respondents. The learned Counsel for the applicant could not convince us that the termination order at Annexure A amounts to a retrenchment under the Act. It is quite clear that the initial appointment was on condition that it will last till the regular appointment is made. ^{u It} ~~As this~~ is also clear from the reply of the respondents, that the termination followed the regular selection of four carpenters, for which the applicant was also considered. Thus, the termination of the contract of employment was in pursuance of and in accordance with the stipulation therein and this does not amount to

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retrenchment as it is covered by the exception in clause (bb) of the subsection (oo) of section 2 of the Act, defining the ~~xxx~~ retrenchment.

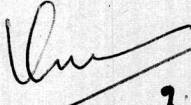
6. We are, therefore, of the view that the application has no merit so far as the applicants' termination is concerned, and therefore it is liable to be dismissed.

7. The learned Counsel for the applicant however submits that the applicant has rendered service as a Casual labour for a reasonable long time and that some consideration should have been shown for that service. We have considered this request also. The applicant has no case that after his termination, the respondents have engaged other persons as Casual labourers ignoring his seniority. It is of course open to him to make a representation.

8. Under these circumstance, we dismiss this application as we do not find any merit in it. This order will not however stand in the way of the applicant from making a representation to the second respondent to engage him as a Casual labourer, ² ~~in~~ ⁱⁿ case casual employment is available taking into account his earlier services as a Casual labourer. ~~and~~ In case such a representation is received, it is open to the second respondent to take such decision as may be advised under law.

9. No order as to costs.


(B.S. Hegde)
Member (J)


(N.V. Krishnan)
Vice Chairman.