

IN THE CENTRAL ADMINISTRATIVE TRIBUNAL
AHMEDABAD BENCH

g

O.A. No. / 486/89 to O.A./492/89
~~FAO No.~~

DATE OF DECISION 30.11.1992

D.N.Thakkar and others. Petitioner

Mr.J.J.Yajnik Advocate for the Petitioner(s)

Versus

Union of India & others Respondent

Mr.J.D.Ajmera Akil Kuresh Advocate for the Respondent(s)

CORAM :

The Hon'ble Mr. N.V. Krishnan

: Vice Chairman

The Hon'ble Mr. R.C.Bhatt

: 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 ? ✗

O.A./486/89

D.N.Thakkar

.....applicant

O.A./487/89

V.N.Adesara,
475, Bhoiwada's Pole,
Opp.Zakaria Masjid,
Relief Road,
Ahmedabad.380 001.

.....applicant

O.A./488/89

M.N.Shah,
Soni ni Khaaki,
Naiwada,Raipur,
Ahmedabad.

.....applicant

O.A./489/89

Smt.Sathidevi

.....applicant

O.A./490/89

Jayesh H.Bhatt,
23, Jay Yamuna Society,
Near Maniyasa Society,
Maninagar, (East),
Ahmedabad- 380 008.

.....applicant

O.A./491/89

Miss Margaret Ferrier,
Parasnagar 3, H.No.M./64/766,
Sola Road, Nalanpura,
Ahmedabad.

.....applicant

O.A./492/89

B.M.Khambhatta,
1, Scrabvila, Ashram Road,
Navrangpura,
Ahmedabad.9.

.....applicant.

(Advocate : Mr.J.J.Yajnik)

VERSUS

1. Union of India,
Notice of the petition to
be served through the
Secretary, Ministry of
Information and Broad-casting,
Shastri Bhavan,
New Delhi.
2. The Director General of
Doordarashan, Mandi House,
New Delhi.1.
3. The Director,
Doordarashan,
Ahmedabad-380 054.

.....RESPONDENTS

Atul Kishore
(Advocate : Mr. ~~J.D. Ajmera~~)

ORAL JUDGMENT

O.A./486/89 to O.A./492/89

Date : 30.11.1992

Per : Hon'ble Mr. R.C. Bhatt
Member (J)

1. These 7 (seven) applications
have been heard together by consent of the
learned advocates of the parties and as these
applications involve identical issues, they are

being disposed of by common judgment in
O.A./486/89. The applicant in each case
has pleaded in his application that he has
been working as a Staff Artist, as per the
initial appointment given by the respondent,
authority and after initial appointment, each
applicant was continued from time to time.
The respondents have continued the applicants
by describing them as Clerks/ General Assistants.
It is the case of the applicants that they
have been working under the respondents since
a decade but the respondents, without any
reasons, sought to terminate their service
by an order dated 27th April, 1989 with effect
from 1st May, 1989. The applicants have prayed
that the termination order of each applicant
be held as ~~respondents~~ illegal, unjust, and
arbitrary and the same be quashed and set
aside, that the respondents be directed to
treat each applicant in continuous service
from the initial appointment with all conse-
quential benefits, ignoring the artificial
breaks.

2. The respondents have filed reply in each case contending that each applicant was appointed as a Casual Employee on daily rated basis, and hence the applicants cannot be said to be holding a civil post. It is contended that each applicant was engaged on contract basis for specific period, and therefore after the expiry of that period, each applicant has no legal right to continue and to file this application. It is further contended by the respondents that the termination order of each applicant is legal, valid and just and hence, they prayed that the applications be dismissed.

3. Each applicant has filed rejoinder controverting the contentions taken by the respondents in the reply.

4. Initially the applicants had filed writ-petition before the High Court of Gujarat being special C.A./3144/89 and had obtained the stay order against the

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respondents terminating the services of the applicants. The applicants then withdrew the said writ-petition on 24th October, 1989. The applicants have produced the copy of the order of the High Court of Gujarat, dated 24th October, 1989 at Annexure A/7 in O.A./492/89. The interim order given by the High Court of Gujarat was continued up to 23th November, 1989 and the applicants were permitted to withdraw the said writ-petition to enable them to approach the Central Administrative Tribunal. Thereafter, each applicant has filed separate above mentioned applications before us. The stay order granted earlier by the High Court of Gujarat, was continued by this Tribunal by way of interim relief and was continued from time to time and at present it is also operative against the respondents.

5. The learned advocate for the applicant, relying on the decision in O.A./563/86 and others (Anil Kumar Mathur

and others v/s The Directorate
General, Doordarshan, New Delhi) decided
by the Central Administrative Tribunal,
New Delhi, Principal Bench, dated 14th
February, 1992, submitted that the Tribunal
in that judgment directed the respondents
to recast and finalise the scheme within
a period of 3 months of the date of the
copy of the said judgment on the ^{in lines} ~~times~~ of
observations made from para 9 onwards in
that judgment. It was further directed by
that judgment that regularisation of
eligible Casual Workers in available
^{in within}
vacancies should be done the time specified
in the order. The learned advocate for
the applicants submitted that the present
applicants would be covered by that judgment.
The direction given by the Tribunal in
para 22 of the same judgment is as under.

" In the conspectus of the aforesaid
analysis and in the above view
of the matter we would direct

the respondents to recast and finalise the scheme within a period of 3 months of the date of receipt of a copy of this order on the lines of observations made from para 9 onwards. The regularisation of eligible casual workers in available vacancies should be done within 3 months thereafter. i.e. within 6 months in total from the date of receipt of a copy of the order.

With the direction in the preceding paragraph, the first three O.A.s and 52/92 filed by Shri A.K.Shukla learned counsel, are disposed of. The fourth O.A.viz 896/86 (S.K.Thakur v/s UoI Anr) is also disposed of since it was ordered on 04.12.1991 that the case would be covered by

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the judgment in the first
three O.A.s.

There is no order as
to costs."

The learned advocate for the applicants
also produced today the O.M. dated 13th October,
1992 issued by the Government of India,
Directorate General, Doordarshan, New Delhi
on the subject of scheme for regularisation
of Casual General Artist in Doordarshan. The
relevant para of the said O.M. reads as
under.

" Some of the Kendras have
sought clarifications regarding
implementation of the regulari-
sation scheme in that the scheme
of regularisation of casual Artists
circulated vide Directorate's
above mentioned O.M. dated
9.6.1992 will be applicable to
the category of General Assistants
also. The eligible casual General

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Assistants may be considered for regularisation as per provisions of the scheme against the available vacant post in the category of General Assistants only and not against any other category of post "

6. The learned advocate for the respondents does not dispute the fact that the Principal Bench, Central Administrative Tribunal has given the direction to the respondents to frame scheme for the regularisation of the eligible casual workers in available vacancies as per decision relied on by the applicants, but, according to him, he is not sure as to whether the applicants fall within the definition of the Casual General Artists or General Artist, as mentioned in the O.M. dated 13th October, 1992.

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7. It is not in dispute that the scheme is being framed by the respondents in pursuance of the decision given by the Principal Bench, in the above matters and the O.M. dated 13th October, 1992 produced today by the learned advocate for the applicants clarifies some of the doubts in implementation of the regularisation scheme in respect of Casual General Assistants and this O.M. says that the scheme is applicable to the General Assistants also. It is submitted that the applicants were terminated as General Assistants. In this view of the matter, this scheme of regularisation in respect of Casual General Assistants would cover the cases of these applicants also and therefore, there is no reason why they should not be considered for regularisation as per the directions given in para 22 of the judgment of the Principal Bench in available vacant posts in the category of General Assistants. The

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learned advocates for the applicants submitted that the scheme is applicable even to the all Casual Employees of the respondents and therefore the applicants are covered by that scheme as per the judgment of the Principal Bench of the Central Administrative Tribunal and it is necessary to give appropriate directions to the respondents.

8. Having, heard the learned advocates of the parties, we dispose of these applications by the following directions to the respondents.

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ORDER

1. The respondent no.2 is directed to consider case of the applicants if they are eligible for absorption in the scheme as per the directions given by the Principal Bench in O.A.563/86 and others decided on 14.2.1992. The respondents no.2 may while considering the case of the applicants for regularisation, may also further consider as to

...13...

whether they can be absorbed as Clerk or General Assistant, as the case may be,

2. If the respondent no.2 feels that there is no vacancy in the posts of Clerk or General Assistants within the stipulated period as per our direction, he should inform the applicant concerned in these cases about his place in the list and the chronological number mentioned therein to enable him to know his exact position.

3. The respondent no.2 is directed to act according to the above directions and the Rules applicable to the applicants within 3 months from the receipt of the copy of this order.

4. So far the question of seniority of ~~x~~ applicants is concerned, the point is left open for the applicants to agitate this question in future

as advised.

5. If the applicant or any of the applicants feels aggrieved by the ultimate decision of the respondent no.2 on the above points, he is entitled to take legal proceedings available to him, accordingly to law. The applications are disposed of as above. No orders as to co. sts.

R.C. Bhatt

(R.C.BHATT)

MEMBER (J)

N.V. Krishnan
30/1/92

(N.V.KRISHNAN)

VICE CHAIRMAN

*SS

Sr.No.

17/200

Dated:

23/2/200

Submitted: Hon'ble Vice Chairman &

Hon'ble Mr. V. Radhakrishnan, Member (A)

Hon'ble Mr. P.C. Kannan, Member (J)

Hon'ble Mr. A.S. Sanghvi, Member (J)

Certified Copy of order dated 4/2/200 in CA/
SEA No 10499 of 98 passed by the
Supreme Court/ High Court against the Judgment/ Oral Order
passed by this Tribunal in OA/ 486/89 is placed for perused
pleasa.

to OA/492/89

As
23/2/200

S.O. W. J. K. K.

As
24/2/200
D.R. (J)

Hon'ble Vice Chairman

As
24/2/200

Hon'ble Mr. V. Radhakrishnan, Member (A)

Hon'ble Mr. P.C. Kannan, Member (J)

As
24/2/200

Hon'ble Mr. A.S. Sanghvi, Member (J)

As
24/2/200

Note: - Xerox copy of
SEA No 10499/98 kept
in OA/487, 488, 489,
490, 491, 492/89

As
23/2

Decree Despatch No.
Date 5.2.2000

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

Special Civil Application No 10499 of 1998
(Under Article(s) 226 of the Constitution of India)

2. J H Bhalt ~~deleted~~
1. ~~DN THAKKAR & ORS.~~
Vs
1. UNION OF INDIA & ANOTHER

Petitioners

Respondents

To

1. UNION OF INDIA

2. V APPARAO OR HIS SUCCESSOR

THROUGH CHIEF EXECUTIVE
OFFICER, PRASAR BHARTI CORPN
MODI HOUSE, COPERNICUS
NEW DELHI

DIRECTOR
DOORDARSHAN KENDRA
THATEJ TEKRA
AHMEDABAD

3. THE CENTRAL ADMINISTRATIVE
TRIBUNAL, STADIEM ROAD,
A. BAD. (REF. O.A. NO. 486/89 TO
492/89).

Upon reading the petition of the above named Petitioners presented to this High Court of Gujarat at Ahmedabad on 08/12/1998 praying to grant the prayers and etc....

And whereas upon the Court ordered 'Rule' to issue on 20/04/1999

And Whereas Upon hearing

MR MS TRIVEDI for the Petitioner no. 1-3

MR JH BHATT for the Petitioner no. 1

MR MUKESH R SHAH for the Respondent no. 1-2

Court passed the following order :-

CORAM: B.C.PATEL AND D.H.WAGHELA, JJ.
DATE : 21.1.2000

When the matter is called out, learned advocate is not present. Hence, matter stands dismissed for non prosecution. Rule discharged.

(3)
Witness CHUNTILAL KARSANDAS THAKKAR, Esquire Acting Chief Justice at Ahmedabad
aforesaid this 21st day of Jan, 2000.

By the Court

For Deputy Registrar
This day of Feb 2000

Note : This writ should be returned
duly certified within 2 weeks.
(610) 020220

CENTRAL ADMINISTRATIVE TRIBUNAL
AHMEDABAD BENCH
AHMEDABAD.

Application No. GA/487/88. of 199

Transfer Application No. _____ Old Writ Pet. No. _____

C E R T I F I C A T E

Certified that no further action is required to be taken and the case is fit for consignment to the Record Room (Decided).

Dated : 23/12/92 .

Countersigned :

Section Officer/Court Officer

Sign. of the Dealing Assistant.

2.	DA Reply.	34-37
3.	Rejoinder.	38
4.	Orders dt. 16/11/88, 4/12/88, 20/12/88, 5/1/90, 19/1/90, 23/1/90, 22/9/92, 12/10/92, 18/11/92.	
5.	Judgment dt. 30/11/92.	
	xerox copy of SEA/10499/98 Guy H.C. order pt 21/1/2000 Inw no 343/2000	Three pages

INDEX SHEET

NAMES OF THE PARTIES _____

PART A B & C

[illegible]

CENTRAL ADMINISTRATIVE TRIBUNAL
AHMEDABAD BENCH
AHMEDABAD.

Submitted ;

C.A.T./JUDICIAL
SECTION.

Original Petition No.: 487 of 89.

Miscellaneous Petition No. — of —.

Shri V N Adesara Petitioner(s).
Versus.

Union of India Respondent(s).

This application has been submitted to the Tribunal by Shri J J Rajnik under Section 19 of the Administrative Tribunal Act, 1985. It has been scrutinised with reference to the points mentioned in the check list in the light of the provisions contained in the Administrative Tribunals Act, 1985 and Central Administrative Tribunals (Procedure) Rules, 1985.

The application has been found in order and may be given to concerned for fixation of date.

The application ^{has} not been found in order for the ~~same~~ reasons indicated in the check list. The applicant may be advised to rectify the same within 21 days/Draft letter is placed below for signature.

Many copies are at table

15/11

10/11

6

15/11

He may put up for admission on 16/11/89 as per order's direction on urgent note.

Oblique
15/11/89

15/11/89

CENTRAL ADMINISTRATIVE TRIBUNALAHMEDABAD BLNCHAPPLICANT (S.) V N AdesaraRESPONDENT(S) Union of India & CoPARTICULARS TO BE EXAMINEDENDORSEMENT AS TO
RESULT OF
EXAMINATION.

1. Is the application competent ?
2. (A) Is the application in the prescribed form?
(B) Is the application in paper book form ?
(C) Have prescribed number complete sets of the application been filed ?
3. Is the application in time ?
If not, by how many days is it beyond time ?
Has sufficient cause for not making the application in time stated ?
4. Has the document of authorisation/ Vakalat Nama been filed.?
5. Is the application accompanied by B.D./I.P.O. for Rs.50/-? Number of B.D./I.P.O. to be recorded.
6. Has the copy/copies of the order(s) against which the application is made, been filed ?
7. (a) Have the copies of the documents relied upon by the applicant and mentioned in the application been filed ?
(b) Have the documents referred to in (a) above duly attested and numbered accordingly ?
(c) Are the documents referred to in (a) above neatly typed in double space ?
8. Has the index of documents has been filed and has the paging been done properly ?

196255

Yes Annex A 3 P 35

PARTICULARS TO BE EXAMINED

ENDORSEMENT AS TO BE
RESULT OF EXAMINATION.

9. Have the chronological details of representations made and the outcome of such representation been indicated in the application ?
10. Is the matter raised in the application pending before any court of law or any other Bench of the Tribunal ?
11. Are the application/duplicate copy/spare copies signed ?
12. Are extra copies of the application with annexures filed.
 - (a) Identical with the original.
 - (b) Defective.
 - (c) Wanting in Annexures
No. _____ Page Nos. . _____ ?
 - (d) Distinctly Typed ?
13. Have full size envelopes bearing full address of the Respondents been filed ?
14. Are the given addressed, the registered addressed ?
15. Do the names of the parties stated in the copies, tally with those indicated in the application ?
16. Are the transactions certified to be true or supported by an affidavit affirming that they are true ?
17. Are the facts for the cases mentioned under item No.6 of the application.
 - (a) Concise ?
 - (b) Under Distinct heads?
 - (c) Numbered consecutively?
 - (d) Typed in double space on one side of the paper ?
18. Have the particulars for interim order prayed for, stated with reasons ?

Y

Y

Y

Y

Y

Y

Y

Y

Y

Y

Y

checked
15/11/85

S/C no 1522/89
15/11/89

①

BEFORE THE CENTRAL ADMINISTRATIVE TRIBUNAL, AHMEDABAD

ORIG. APPLICATION NO. 187 OF 1989

V.N.Adesara, Petitioner.

Versus

Union of India & Ors. Respondents.

I N D E X

Annexure	Particulars	Pages.
-	Memo of the petition.	1-8
A-1.	Statement showing the artificial breaks.	9-26
A-2.	Allocation of duties.	27-34
A-3.	Copies of order dated 27-4-89 terminating the services of the petitioner, which is stayed by the High Court, upto 23-11-1989.	28-35

All the annexures to the petition of Mr. B. M. Khambhatta, so far as relevant be treated as a part of this petition.

Ahmedabad;

November 15th, 1989

J.J.Yajnik
Petitioner's Advocate.

Copy sent to
Mr. J. D. Ajmera
A.L.

DD
6 19425

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BEFORE THE CENTRAL ADMINISTRATIVE TRIBUNAL, AHMEDABAD

DISTRICT: AHMEDABAD:

ORIG. APPLICATION NO. 487 OF 1989

V.N.Adesara,

475, Bhoiwada's Pole,

Opp. Zakaria Masjid, Relief

Road, Kalupur, Ahmedabad-380 001. ... Petitioner.

Versus

1. Union of India

(Notice of the petition to be served through the Secretary Ministry of Information and Broad-casting, Shastri Bhavan, New Delhi).

2. The Director General of Doordarshan, Mandi House, New Delhi.

3. The Director, Doordarshan, Ahmedabad 380 054.

..... Respondents.

I. Particulars of the petitioner;

(a). Name:

(b). Address:

(c). Designation:

} As stated above.

II. Particulars of the respondents:

- | | | |
|--------------------|---|------------------|
| (a). Name; | } | As stated above. |
| (b). Designations; | | |
| (c). Addresses; | | |

III. Action/order under challenge:

Impugned action on the part of the respondents in terminating the services of the petitioner by order dated 27-4-89 absolutely contrary to the law and the settled legal position.

IV. JURISDICTION:

This Hon'ble Tribunal has the jurisdiction to entertain this petition as per the provisions of the central Administrative Tribunals Act.

V. LIMITATION:

As per the provisions of the Act, this petition is within the limitation.

VI. FACTS OF THE CASE.

1. The petitioner herein is the national and citizen of Union of India. The petitioner is the employee of the respondents herein working under the respondent no.3 herein.

2. By way of this humble petition, the petitioner approaches this Hon'ble Tribunal against the absolutely illegal order dated April 27, 1989 terminating the services of the petitioner. The petitioner approached the High Court of Gujarat against the

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said order and the High Court initially stayed the implementation of the said order and ultimately by order dated 24-10-1989 stayed the said order till 23-11-1989 in order to enable the petitioner to approach this Hon'ble Tribunal for appropriate orders and hence this petition is filed before this Hon'ble Tribunal for appropriate reliefs and interim relief.

3. The petitioner has been serving with the respondent authorities since 18-1-1982 as Staff Artist. After the abolition of the Staff Artists Contract system for appointment in 1984, the petitioner was being appointed on 29 days basis, in a month, after creating artificial breaks on completing service of 14 days. The said modus operandi was being adopted by the respondents in order to defeat the claim of the petitioner to get the service benefits on the basis of the regular service, which is absolutely illegal, unjust, arbitrary, discriminatory and violative of Articles 14 and 16 of the Constitution of India. In spite of the fact that the petitioner has been working since 1982 continuously with the respondent authorities on account of the modus operandi of creating artificial breaks, the petitioner has not been given the benefit of continuous service. A statement showing the artificial breaks in the case of the petitioner is annexed hereto as Annexure A.1. It is submitted that though there was shown break in the service, on those days the petitioner was working with the authorities.

Annex.A.1

4. The petitioner states that inspite of the fact that the petitioner has been working on the clear vacancy for all these years and inspite of there being Government instructions and various decisions of the variough High Courts and the Supreme Court, the petitioner is not being given the benefit of equal pay for equal work and other benefits of service on the basis of his continuous service for all these years, on account of the artificial breaks by the authorities, which have been held to be absolutely illegal and violative of Art. 14 and 16 of the Constitution of India. The petitioner is entitled to same salary and other benefits from the ~~int~~ initial appointment of the petitioner, which are being given to the regular permanent employees discharging the same duties. The petitioner produces the lists of the duties discharged by the petitioner as Annexure A-2. Other regular and permanent employees in the same cadre are discharging the same duties. Hence the petitioner is entitled to the same salary and other allowances on the principle of equal pay for equal work. There are various instructions and Government guidelines to regularise the services of the persons like the petitioner. However, inspite of the fact that there are clear vacancies and the petitioner has been working on such clear vacancy for more than 7 years, he is not being given the benefit of such continuous service and is being exploited.

5. The petitioner states that inspite of the fact that the petitioner has been working all these years on the regular and clear vacancies, to the utter shock and surprise of the petitioner and in utter disregard to the various instructions and guidelines of the Government and the law laid down by the various High Courts and the Supreme Court of India, instead of conferring the benefit of regular service for all these years, the services of the petitioner are sought to be terminated by order dated 27-4-1989 with effect from 1-5-1989, which has been stated by the High Court, as stated earlier. A copy of the said order is annexed hereto and marked as Annexure A-3. The order is absolutely illegal arbitrary, discriminatory and violative of provisions of the Industrial Disputes Act and contrary to the various decisions, null, and void and liable to be quashed and set aside.

Annex. A-3.

6. The petitioner states that on the same point and on the same set of facts, one of the colleagues of the petitioner, Mr. B.M. Khambhatta, has filed orig. Application before this Hon'ble Tribunal, which is pending. The same cause of action arises and the petitioner and all the other persons who are before this Hon'ble Tribunal are exactly similarly situated with Shri B.M. Khambhatta. The petitioner, therefore, adopts all the submissions, contentions and averments made in the Application of Shri B.M. Khambhatta and the averments and submissions including the Annexures be treated as a part of this petition. This petition is

being filed separately only in order to avoid any technicality and by repeating the same submissions and contentions the petitioner is not burdening the record. Otherwise the petitioner and others were the petitioners in one common petition filed by Shri B.M.Khambhatta and others in the High Court. The same cause of action arises between the same petitioners and the respondents. The petitioner, therefore, adopts all paras 2 to 12 of the said Orig.Application of Mr.Khambhatta, except para 6.1.

VII. P R A Y E R S :

On the grounds stated above and those that are stated in the Orig.Application of Mr.B.M.Khambhatta, adopted by the petitioner, the petitioner prays .

- (A) The Hon'ble ~~Supreme~~ Tribunal may be pleased to direct the respondents to treat the impugned order dated 27-4-1989 as absolutely illegal, unjust, arbitrary, discriminatory, unauthorised, null and void and treat the petitioner as having continued in service for all purposes as if the said order was never passed.
- (B) Be pleased to direct the respondents to confer upon the petitioner all benefits of continuous service from ~~xxx~~ the initial appointment, ignoring the artificial breaks, such as regular pay scale, seniority, pay fixation, seniority, arrears of salary and all such other consequential benefits accruing from the continuous service ~~xxx~~ from the initial appointment of the petitioner.

- (C) Be pleased to grant such other and further reliefs as may be deemed just and proper by the Hon'ble Tribunal in the facts and circumstances of this case.
- (D) Be pleased to permit the petitioner to adopt all the contentions, submissions and averments made in Original Application filed by Shri B.M.Khambhatta, as part of this petition.
- (E) Be pleased to allow this petition with costs.

VIII. INTERIM RELIEF:


pending admission hearing and final disposal of this petition, the Hon'ble Tribunal may be pleased to restrain the respondents from implementing the order dated 27-4-1989 and from terminating the services of the petitioner in any manner whatsoever and further to give petitioner salary as is being paid to regular and ~~xxxx~~ permanent employees discharging the similar duties, regularly.

IX. PARTICULARS OF THE POSTAL ORDER:

Postal Order No. D.D. 194255
6
 Name of the post Office: High Court
 Date. 15-11-89
 Amount: RS. 50

And for this act of kindness the petitioner as in duty bound shall for ever pray.

Ahmedabad;
 November 15, 1989

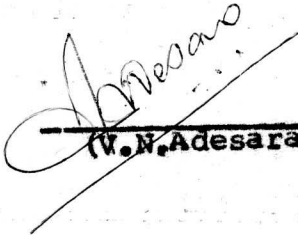

 (J.J.Yajnik)
 Petitioner's Advocate.

AFFIRMATION

I, V.N.Adesara, adult, resident of Ahmedabad, petitioner herein do hereby solemnly affirm and state that what is stated hereinabove in this Application is true to the best of my knowledge, belief and information and I believe the same to be true.

Ahmedabad:

November 15, 1989



(V.N.Adesara)


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VERIFICATION

I, V.N.Adesara, son of Shri N. N. .Adesara,
aged adult, ^{26 years} working as Casual General Assistant
in the office of the Doordarshan Kendra, Ahmedabad
resident of Ahmedabad, do hereby verify that the
contents of ~~para~~ paras I to N, VI.1 to 5 are true
to my personal knowledge and para VI.6, VII and
VIII believed to be true on legal advice and that
I have not suppressed any material fact.

Ahmedabad:

November 15th 1989


(V.N. ~~Adesara~~ ADESARA)
Applicant.


(J.J.Yajnik)
Applicant's Advocate.

Filed by Mr. J. J. Yajnik
Learned Advocate for Petitioners
with second set & spares
copies copy served/not served to
other side

Dt. 15/11/89 
Dy Registrar C.A.T.(I)
Ahmad Bench

A.1

Ann. A. 1

(9) (7)

statement showing series of date-wise
contracts issued to Shri V.N. Adeshwara

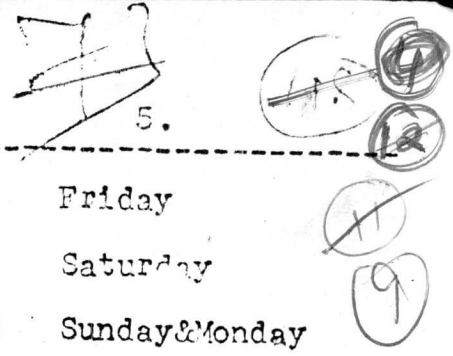
S.N. No.	Date of Contract	Period From	to	Break	Re marks
1.	NIL	18-1-1982	to 29-1-82.	30 & 31/1/82.	Saturday & Sunday
2.	—do—	1-2-82	to 14-2-82.	15/2/82.	Monday
3.	—do—	16-2-82	to 28-2-82.	—	—
4.	—do—	1-3-82	to 14-3-82	15/3/82.	Monday
5.	—do—	16-3-82	to 29-3-82	30 & 31/3/82.	Wednesday & Thursday
6.	—do—	1-4-82	to 14-4-82.	15/4/82.	Thursday
7.	—do—	16-4-82	to 29-4-82.	30/4/82.	Friday
8.	—do—	1-5-82	to 14-5-82.	15/4/82.	Saturday

contd...

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1.	2.	3	4	5
74.	NIL	15.05.82 to 29.05.82	30&31.05.82	Sunday & Monday
75.	"	01.06.82 to 14.06.82	15.06.82	Tuesday
76.	"	16.06.82 to 29.06.82	30.06.82	Wednesday
77.	"	01.07.82 to 14.07.82	15.07.82	Thursday
78.	"	16.07.82 to 29.07.82	30&31.07.82	Friday&Saturday
79.	"	01.08.82 to 14.08.82	15.08.82	Sunday
80.	"	16.08.82 to 29.08.82	30.08.82& 31.08.82	Monday & Tuesday
81.	"	01.09.82 to 14.09.82	15.09.82	Wednesday
82.	"	16.09.82 to 29.09.82	30.09.82	Thursday
83.	"	01.10.82 to 14.10.82	15.10.82	Friday
84.	"	16.10.82 to 29.10.82	30&31.10.82	Saturday&Sunday
85.	"	01.11.82 to 14.11.82	15.11.82	Monday
86.	"	16.11.82 to 29.11.82	30.11.82	Tuesday
87.	"	01.12.82 to 14.12.82	15.12.82	Wednesday
88.	"	16.12.82 to 29.12.82	30&31.12.82	Thursday&Friday
89.	"	01.01.83 to 14.01.83	15.01.83	Saturday
90.	"	16.01.83 to 29.01.83	30&31.01.83	Sunday&Monday
91.	"	01.02.83 to 14.02.83	15.02.83	Tuesday
92.	"	16.02.83 to 28.02.83		
93.	"	01.03.83 to 14.03.83	15.03.83	Tuesday
94.	"	16.03.83 to 29.03.83	30&31.03.83	Wednesday&Thursday
95.	"	01.04.83 to 14.04.83	15.04.83	Friday
96.	"	16.04.83 to 29.04.83	30.04.83	Friday
97.	"	01.05.83 to 14.05.83	15.05.83	Saturday
98.	"	16.05.83 to 29.05.83	30&31.05.83	Monday&Tuesday
99.	"	01.06.83 to 14.06.83	15.06.83	Wednesday
100.	"	16.06.83 to 29.06.83	30.06.83	Thursday
101.	"	01.07.83 to 14.07.83	15.07.83	Friday
102.	"	16.07.83 to 29.07.83	30&31.07.83	Saturday&Sunday
103.	"	01.08.83 to 14.08.83	15.08.83	Monday
104.	"	16.08.83 to 29.08.83	30&31.08.83	Tuesday&Wednesday
105.	"	01.09.83 to 14.09.83	15.09.83	Thursday

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1.	2.	3.	4.	5.
107.	NIL	16.09.83 to 29.09.83	30.09.83	Friday
107.4	"	01.10.83 to 14.10.83	15.10.83	Saturday
108.	"	16.10.83 to 29.10.83	30&31.10.83	Sunday&Monday
109.	"	01.11.83 to 14.11.83	15.11.83	Tuesday
110.	"	15.11.83 to 29.11.83	30.11.83	Wednesday
111.	"	01.12.83 to 14.12.83	15.12.83	Thursday
112.	"	16.12.83 to 29.12.83	30&31.12.83	Saturday
113.	"	01.01.84 to 14.01.84	15.01.84	Sunday
114.	"	16.01.84 to 29.01.84	30&31.01.84	Monday&Tuesday
115.	"	01.02.84 to 14.02.84	15.02.84	Wednesday
116.	"	16.02.84 to 28.02.84	29.02.84	Wednesday
117.	"	01.03.84 to 14.03.84	15.03.84	Thursday
118.	"	16.03.84 to 29.03.84	30&31.03.84	Friday&Saturday
119.	"	01.04.84 to 14.04.84	15.04.84	Sunday
120.	"	16.04.84 to 29.04.84	30.04.84	Monday
121.	"	01.05.84 to 14.05.84	15.05.84	Tuesday
122.	"	16.05.84 to 29.05.84	30&31.05.84	Wednesday&Thursday

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OFFICE OF THE STATION DIRECTOR
DOORDARSHAN AHMEDABAD/PIJ.

TV : 3

Date of first rehearsal

Date,

DRAMA VARIETY AND FEATURES CONTRACT.

Sir/ Madam,

I invite you to take part in the capacity of actor/performer production to the broadcast/telecast as detailed below conditions printed overleaf. We shall be obliged if you kindly sign and return the attached confirmation sheet duly within three days of the date of this letter.

To work as General Assistant.....

DATE OF TELECAST 4th to 14th May 1979.....

As and when required

DATE OF TELECAST As above

DATE OF RECORDING.....

DATE OF RECORDING.....

DATE OF RECORDING.....

DATE OF RECORDING.....

DATE OF RECORDING.....

DATE OF RECORDING.....

DATE OF RECORDING.....

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DATE OF RECORDING.....

DATE OF RECORDING.....

DATE OF RECORDING.....

Yours faithfully,
D. A. Khambhatt,
Kash Villa,
Ahmedabad,
Gujarat.

Yours faithfully,
alsh
for Director (Doordarshan Pij)
for and on behalf of the President of -
India.

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CONDITIONS REFERRED TO IN THE PRECEDING LETTER

In the event of a signed acceptance not being received by the date 12/12/64, All India Radio reserves the right to withdraw the offer. (12) (6) (14) (1)

The artist agrees to attend such rehearsals as are in the opinion of All India Radio necessary for the production of this programme.

The artist agrees to follow the instructions of the producer and/or any other officer-in-charge of this programme to be appointed by All India Radio.

4. The artist shall warrant that at the time of signing this Agreement he is not under any engagement (or otherwise barred by any contract) precluding him from fulfilling this agreement and that he has not concealed any change of professional name or description.

5. All India Radio reserves the right to record the whole or any part of the programme for re-broadcast without payment of additional fees.

The fee for the contract includes the Broadcasting/Telecasting rights, the right to make a mechanical reproduction of the play/Variety/Feature as broadcast/telecast for subsequent/broadcast collection and the right to relay or allow to be relayed the play/Variety/Feature from any Broadcasting/Telecasting Organisation in India/abroad.

7. In the event of the artist alleging incapacity to perform for reason of illness or physical incapacity the certificate of a qualified medical practitioner, proving the fact of such incapacity shall forthwith be sent to All India Radio by the artist stating the nature of the illness and that in consequence thereof the artist is unable to perform. All India Radio shall in such event not be liable to pay any fee or remuneration to the artist except for emoluments actually given by him hereunder.

8. Should the artist for any reason (except illness or physical incapacity certified as hereinbefore provided or such other unavoidable causes as may be proved to the satisfaction of the Director Television) fail to appear and perform as stipulated in this agreement he shall pay to All India Radio as and for such appearance and performance in addition to the cost to All India Radio of providing a deputy and any other costs, damages and expenses incurred by All India Radio by reason of default of the artist.

All India Radio reserves the right without assigning any reason whatsoever to determine the contract. In such an event the artist shall not have or make any claim against All India Radio except for the fee (which shall be determined by All India Radio) proportionate to the work actually done by him under the contract.

(1) The word "Broadcast/Telecast" or "Broadcasting/Telecasting" wherever used in this agreement shall mean the simultaneous dissemination of the performance(s) by every means in India and overseas and shall include the right to give simultaneous and deferred international relays subject to any agreement for the time being in force between AIR and such other parties as have any right or interest therein. The word 'record' shall mean any contrivance whereby the performance may be mechanically reproduced.

(2) The artist shall attend in person dressed and made up and ready to perform not less than thirty minutes before the time notified to him for his performance(s) and for such rehearsals and special list as may be required and shall not perform elsewhere at the time fixed for rehearsals and performance(s). Such times may be varied by the AIR at its discretion.

The artist is required to provide his own modern costume(s) and personal articles of modern attire and other accessories normally used by the Artist for professional purpose. AIR will supply any

costumes and accessories which according to the circumstances of each case the Artist cannot reasonably be expected to provide.

The Artist is further agrees that he will not interfere in any way with the other artists or the employees of the AIR and that no criticism or interjection shall be incorporated in his performance which has not been passed at rehearsal by the AIR's representative.

14. The artist shall not at any time use the name of AIR or the initials AIR in a manner likely to give the impression that any performance given by the artist otherwise than for AIR is authorized by or connected with AIR.

15. Artist shall not be entitled to any rights in any character or pseudonym which the AIR may provide for the artist to use for the purposes of this Agreement and the Artist shall not use such character or pseudonym for any other purpose without the previous written permission of AIR.

16. The Artist warrants that he has not concealed any change of professional name or description.

17. (a) The All India Radio shall not be liable to the Artist or to the legal personal representative of the Artist for any loss or damage or injury to the Artist's person or property during or in connection with this engagement unless caused by the negligence of the AIR and recoverable on that ground, under the laws in force in India.

(b) The artist shall unless he has already done so forward as soon as possible to the Director, Television All India Radio, All India Vani Bhawan, New Delhi a few lines and biographical notes and a photograph suitable for publication and AIR shall have the right to reproduce and to authorise the reproduction of such notes. The artist shall ensure that he is the sole owner of the copyright in such notes at the time when they are forwarded to the AIR.

18. The All India Radio reserves the right to publish/announce or to refrain from publishing/announcing the Artist's name.

19. No remarks shall be broadcast/telecast which in the opinion of the AIR's representative will draw undue attention to any particular item, song or musical work. If any such remark is made except with the consent of the AIR's representative and in the form approved by him this engagement shall forthwith determine and such action shall be considered a breach of contract. A statement that any particular item or song or musical work is being performed 'by request' or any announcement to similar effect shall be deemed to draw undue attention to the item, song or musical work.

Where this agreement relates to a combination of two or more performers, the Artist shall at the time when the agreement is signed by him furnish to AIR in writing with such names of the performers as AIR may require and shall not substitute a performer for a person so named without the written permission of the AIR. The Artist warrants that he is authorised in writing by the other members of the combination to give his or their consent to the conditions of this Agreement or that if not so authorised, the Artist undertakes before the performance to secure written permission of such member or members of the combination to the conditions of this Agreement. The artist agrees to pay to each member of the combination the proportion of any fee payable to the artist hereunder to which the artist is entitled. (20) The artist and other performers of the artist's group agree to being 'made up' if required by AIR to ensure satisfactory reception of his picture on the receiving screen.

21. In the event of the artist being a Government servant, payment to him/her of the fee shall be in accordance with the conduct rules governing his/her service.

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OFFICE OF THE STATION DIRECTOR
DOORDARSHAN AHMEDABAD-PIJ

T.V. : 3

DRAMA VARIETY AND FEATURE CONTRACT

Date of First Rehearsal
Date :

No :

Dear Sir/Madam,

We invite you to take part in the capacity of Actor/Performer Producer in the Production to the Broadcast/Telecast as detailed below upon the conditions printed overleaf, we shall be obliged if you will kindly sign and return the attached confirmation sheet duly completed within three days of the date of this letter.

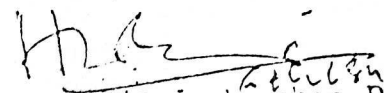
TITLE To work as a General Assistant
DATE OF TELECAST 28-3-1984 To 31-3-1984
TIME OF TELECAST As and when required
DATE OF RECORDING As above
TIME OF RECORDING As above
DURATION -----

Place of Telecast: Doordarshan Ahmedabad-Pij, SAC (ISRO)
Jodhpur Tekra, Ahmedabad : 380 053.

FEE..Rs.96/- (.Rupees Ninety Six only)

The Stamp duty will be borne by the Government.

Yours faithfully,


for Director (Doordarshan-Pij)
For and on behalf of the President
of India

To

Mr. Mahesh N. Shah,
Gnelabhai Soni Ni Bhadki,
Naiwado, Raipur,
A H M E D A B A D - 380 001

OFFICE OF THE STATION DIRECTOR
DOORDARSUN AHMEDABAD/PIJ

TV : 3

DRAMA VARIETY AND FEATURE CONTRACT

Date of first rehearsal

No:

Date,

Dear Sir/Madam,

We invite you to take part in the capacity of actor/performer/producer in the production to be broadcast/telecast as detailed below upon the conditions printed overleaf, we shall be obliged if you will kindly sign and return the attached confirmation sheet duly completed within three days of the date of this letter.

TITLE To work as a Gen.Asstt.
DATE OF TELECAST 1st to 14th February 92
TIME OF TELECAST As and when required
DATE OF RECORDING As above
TIME OF RECORDING
DURATION

Place of Telecast : Doordarshan Ahmedabad/PIJ, SAC (ISRO),
Jodhpur Tekra, AHMEDABAD : 380 053

FEE Rs.266/- (Rs. Two Hundred & Sixty six only)

The stamp duty will be borne by the Government.

To,
Shri Vijay N. Adesara,
178/2, Doshi's Dada's Khancha,
Bhoiwad's pole,
Jalpur,
Ahmedabad.

/NHS/

Yours faithfully,

S. Parthasarathy
for Director (Doordarshan Pij)
for and on behalf of the President
of India.

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OFFICE OF THE STATION DIRECTOR
DOORDARSHAN AHMEDABAD-PIJ

T.V. : 3

DRAMA VARIETY AND FEATURE CONTRACT

Date of First Rehearsal

Date :

Sir/Mad.,

We invite you to take part in the capacity
Actor/Performer Producer in the Production to the Dr. Ashok-
Kumar Society/Telecast as detailed below upon the conditions
mentioned overleaf, we shall be obliged if you will :
Sign and return the attached confirmation sheet
completed within three days of the date of this

.....to Work as a Gen. Asstt.....

TELECAST.....1st to 14th February 1984

OF TELECAST.....As and when required.....

OF RECORDING.....As above.....

OF RECORDING.....

.....

Place of Telecast: Doordarshan Ahmedabad-Pij, SAC(ISRO)
Jodhpur Tekra, Ahmedabad : 380 053.

Rs. 336/- (Rupees Three Hundred and Thirty Six only)

Stamp duty will be borne by the Government.

Yours faithfully,

for Director(Doordarshan-Pij)
For and on behalf of the President
of India
Sridevi Ashokkumar,
Dr. Ashok Kumar Society,

A B A D - 380 022

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JUNE, 1984.

JULY, 1984

AUGUST, 1984

SEPTEMBER, 1964

OCTOBER, 1984

NOVEMBER 10, 1964

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DECEMBER, 1984

1. Shri B.M.Khambhatta	30	26/-	780.00	Part B.989544	
				29.12.1984	
2. Shri Vijay Adesara	30	26/-	780.00	- do -	sd/sd/
3. Shri D.N.Thakkar	30	26/-	780.00	- do -	sd/ sd/
4. Shri M.N.Shah	30	26/-	780.00	- do -	sd/ sd/

JANUARY, 1985

1. Shri B.M.Khambhatta	30	26/-	780.00	Part B.989554	
				31.1.85	XXXXXXXX
2. Shri Vijay Adesara	30	26/-	780.00	- do -	sd/sd/
3. Shri D.N.Thakkar	30	26/-	780.00	- do -	sd/sd/
4. Shri M.N.Shah	30	26/-	780.00	- do -	sd/sd/

FEBRUARY, 1985

1. Shri B.M.Khambhatta	27	27/-	729.00	Part B.989563	
				28.2.85	
2. Shri D.N.Thakkar	27	27/-	729.00	- do -	sd/ sd/
3. Shri V.A.Adesara	27	27/-	729.00	- do -	sd/ sd/
4. Shri M.N.Shah	27	27/-	729.00	- do -	sd/ sd/

MARCH, 1985

1. Shri B.M.Khambhatta	30	27/-	810.00	Part	
2. Shri D.N.Thakkar	30	27/-	810.00		sd/sd/
3. Shri Vijay X Ade sara	30	27/-	810.00		sd/sd/
4. Shri M.N.Shah	30	27/-	810.00		sd/ sd/
5. Smt. Sathidevi	30	27/-	810.00		sd/ sd/

APRIL, 1985

1. Shri B.M.Khambhatta	14	27/-	378.00	Part B.989578	
				30.4.85	
2. Shri Vijay Adesara	14	27/-	378.00	- do -	sd/ sd/
3. Shri D.N.Thakkar	14	27/-	378.00	- do -	sd/ sd/
4. Shri M.N.Shah	14	27/-	378.00	- do -	sd/ sd/
5. Smt. Sathidevi	14	27/-	378.00	- do -	sd/ sd/

May, 1985

1. Shri B.M.Khambhatta	30	27/-	810.00		sd/ sd/
2. Shri Vijay Adesara	19	27/-	540.00		sd/ sd/
3. Shri D.N.Thakkar	26	27/-	702.00		sd/ sd/
4. Shri M.N.Shah	21	27/-	594.00		sd/ sd/
5. Shri Sathidevi A.	21	27/-	594.00		sd/ sd/

JUNE 1985

1. Shri B.M.Khambhatta	26	27/-	702.00	Part B 989595	
				28.6.1985	
2. Shri Vijay Adesara	26	27/-	702.00	- do -	sd/ sd/
3. Shri D.N.Thakkar	29	27/-	783.00	- do -	sd sd/
4. Shri M.N.Shah	27	27/-	729.00	- do -	sd/ sd/
5. Smt. Sathidevi A.	26	27/-	702.00	- do -	sd sd/

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Part B.989506
31.7.1985

AUGUST: 1985

SEPTEMBER : 1985

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*****KHAMBOA*****RETRICK***** OCTOBER : 1985

NOVEMBER 1985

1.	Shri D.M. Khambhatta	29	27/-	783.00		sd/ sd/
2.	Shri Vijay Adesara	30	27/-	810.00		sd/ sd/
3.	Shri J.D. Thakkar	29	27/-	783.00		sd/ sd/
4.	Shri H.M. Shah	28	27/-	783.00	756.00	sd/ sd/
5.	Smt. Satyadevi A.	29	27/-	783.00		sd/ sd/
6.	Kum. Margaret Fernia	28	27/-	756.00		sd/ sd/
7.	Shri Jayesh H. Bhatt	26	27/-	702.00		sd/ sd/

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DECEMBER : 1985

1.	Shri B.M. Khambhatta	30	27/-	810.00		sd/ sd/
2.	Shri Vijay Adesara	30	27/-	810.00		sd/ sd/
3.	Shri D.N. Thakkar	30	27/-	810.00		sd/ sd/
4.	Smt. Sathidevi A.	30	27/-	810.00		sd/ sd/
5.	Kum. Margaret Ferria	30	27/-	810.00		sd/ sd/
6.	Shri M.N. Shah	30	27/-	810.00		sd/ sd/
7.	Shri Jayesh H. Bhatt	28 29	27/-	793.00		sd/ sd/

JANUARY : 1986

1.	Shri B.M. Khambhatta	30	28/-	840.00	Part B 989650	
					31.1.86	
2.	Shri Vijay Adesara	16	28/-	448.00	- do -	sd/ sd/
3.	Shri D.N. Thakkar	30	28/-	840.00	- do -	sd/ sd/
4.	Shri M.N. Shah	30	28/-	840.00	- do -	sd/ sd/
5.	Smt. Sathidevi A.	30	28/-	840.00	- do -	sd/ sd/
6.	Kum. Margaret Ferria	28	28/-	784.00	- do -	sd/ sd/
7.	Shri Jayesh H. Bhatt	30	28/-	840.00	- do -	sd/ sd/

FEBRUARY : 1986

1.	Shri B.M. Khambhatta	27	28/-	756.00	Part B. 989656	
					28.2.86	
2.	Shri Vijay Adesara	27	28/-	756.00	- do -	sd/ sd/
3.	Shri D.N. Thakkar	26	28/-	728.00	- do -	sd/ sd/
4.	Shri M.N. Shah	26	28/-	728.00	- do -	sd/ sd/
5.	Smt. Sathidevi A.	26	28/-	728.00	- do -	sd/ sd/
6.	Kum. Margaret Ferria	18	28/-	504.00	- do -	sd/ sd/
7.	Shri Jayesh H. Bhatt	27	28/-	756.00	- do -	sd/ sd/

MARCH : 1986

1.	Shri B.M. Khambhatta	30	28/-	840.00	Part B. 989663	
					31.3.86	
2.	Shri Vijay Adesara	30	28/-	840.00	- do -	sd/ sd/
3.	Shri D.N. Thakkar	30	28/-	840.00	- do -	sd/ sd/
4.	Shri M.N. Shah	30	28/-	840.00	- do -	sd/ sd/
5.	Smt. Sathidevi A.	30	28/-	840.00	- do -	sd/ sd/
6.	Kum. Margaret Ferria	30	28/-	840.00	- do -	sd/ sd/
7.	Shri Jayesh H. Bhatt	30	28/-	840.00	- do -	sd/ sd/

APRIL : 1986

1.	Shri B.M. Khambhatta	29	28/-	812.00	Part B. 989674	
					30.4.86	
2.	Shri Vijay Adesara	29	28/-	812.00	- do -	sd/ sd/
3.	Shri D.N. Thakkar	29	28/-	812.00	- do -	sd/ sd/
4.	Shri M.N. Shah	29	28/-	812.00	- do -	sd/ sd/
5.	Smt. Sathidevi A.	29	28/-	812.00	- do -	sd/ sd/
6.	Kum. Margaret Ferria	29	28/-	812.00	- do -	sd/ sd/
7.	Shri Jayesh H. Bhatt	29	28/-	812.00	- do -	sd/ sd/

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MAY : 1986

1. Shri B.M. Khambhatta	24	28/-	672.00	Part B. 989682		
				31.8.86		
2. Shri Vijay Adesara	30	28/-	840.00	- do -	sd/	sd/
3. Shri D.N. Thakkar	30	28/-	840.00	- do -	sd/	sd/
4. Shri M.N. Shah	28	28/-	840.00	- do -	sd/	sd/
5. Smt. Sathidevi A.	16	28/-	448.00	- do -	sd/	sd/
6. Kum. Margaret Ferria	30	28/-	840.00	- do -	sd/	sd/
7. Shri Jayesh H. Bhatt	30	28/-	840.00	- do -	sd	sd/

JUNE : 1986

1. Shri B.M. Khambhatta	29	28/-	812.00	Part B 989692		
				20.6.86		
2. Shri Vijay Adesara	21	28/-	588.00	- do -	sd/	sd/
3. Shri D.N. Thakkar	29	28/-	812.00	- do -	sd/	sd/
4. Shri M.N. Shah	27	28/-	756.00	- do -	sd/	sd/
5. Smt. Sathidevi A.	29	28/-	812.00	- do -	sd/	sd/
6. Kum. Margaret Ferria	23	28/-	644.00	- do -	sd /	sd/
7. Shri Jayesh H. Bhatt	29	28/-	812.00	- do -	sd/	sd/

JULY : 1986

1. Shri B.M. Khambhatta	29	28/-	812.00	Part B 989699		
				31.7.86		
2. Shri Vijay Adesara	30	28/-	840.00	- do -	sd/	sd/
3. Shri D.N. Thakkar	30	28/-	840.00	- do -	sd/	sd/
4. Shri M.N. Shah	30	28/-	840.00	- do -	sd/	sd/
5. Smt. Sathidevi A.	30	28/-	840.00	- do -	sd/	sd/
6. Kum. Margaret Ferria	30	28/-	840.00	- do -	sd/	sd/
7. Shri Jayesh H. Bhatt	30	28/-	840.00	- do -	sd/	sd/

AUGUST : 1986

1. Shri B.M. Khambhatta	29	29/-	841.00	Part B 502309		
				30.8.86		
2. Shri Vijay Adesara	30	29/-	870.00	- do -	sd/	sd/
3. Shri D.N. Thakkar	30	29/-	870.00	- do -	sd/	sd/
4. Shri M.N. Shah	30	29/-	870.00	- do -	sd/	sd/
5. Smt. Sathidevi A.	30	29/-	870.00	- do -	sd/	sd/
6. Kum. Margaret Ferria	30	29/-	870.00	- do -	sd/	sd/
7. Shri Jayesh H. Bhatt	30	29/-	870.00	- do -	sd/	sd/

SEPTEMBER : 1986

1. Shri B.M. Khambhatta	29	29/-	841.00	Part B 502316		
				30.9.86		
2. Shri Vijay Adesara	29	29/-	841.00	- do -	sd/	sd/
3. Shri D.N. Thakkar	29	29/-	841.00	- do -	sd/	sd/
4. Shri M.N. Shah	29	29/-	841.00	- do -	sd/	sd/
5. Smt. Sathidevi A.	29	29/-	841.00	- do -	sd/	sd/
6. Kum. Margaret Ferria	29	29/-	841.00	- do -	sd/	sd/
7. Shri Jayesh H. Bhatt	29	29/-	841.00	- do -	sd/	sd/

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Shri B.M. Khambhatta

OCTOBER : 29/1986

812.00 Part B. 582325
29.10.86

1. Shri B.M. Khambhatta	30	29/-	870.00	- do -	sd/ sd/
2. Shri M.N. Shah	28	29/-	812.00	- do -	sd sd/
3. Shri Vijay Adesara	30	29/-	870.00	- do -	sd/ sd/
4. Smt. Sathidevi A.	30	29/-	870.00	- do -	sd/ sd/
5. Kum. Margaret Ferris	30	29/-	870.00	- do -	sd/ sd/
6. Shri Jayash H. Bhatt.	30	29/-	870.00	- do -	sd/ sd/

NOVEMBER : 1986

1. Shri B.M. Khambhatta	29	29/-	841.00	Part B. 582333	29.11.86
2. Shri B.M. Khambhatta	29	29/-	841.00	- do -	sd/ sd/
3. Shri Vijay Adesara	25	29/-	725.00	- do -	sd/ sd/
4. Shri M.N. Shah	29	29/-	841.00	- do -	sd/ sd/

NOVEMBER : 1986

1. Shri B.M. Khambhatta	29	29/-	841.00	Part B. 582333	29.11.1986
2. Shri B.M. Khambhatta	29	29/-	841.00	- do -	sd/ sd/
3. Shri M.N. Shah	26	29/-	754.00	- do -	sd/ sd/
4. Shri Vijay Adesara	25	29/-	725.00	- do -	sd/ sd/
5. Shri Jayash H. Bhatt	29	29/-	841.00	- do -	sd/ sd/
6. Smt. Sathidevi A.	26	29/-	754.00	- do -	sd/ sd/
7. Kum. Margaret Ferris	29	29/-	841.00	- do -	sd/ sd/

DECEMBER : 1986

1. Shri B.M. Khambhatta	30	29/-	870.00	Part B. 582340 / 30'12'	
2. Shri Vijay Adesara	29	29/-	841.00	- do -	sd/ sd/
3. Shri B.M. Khambhatta	30	29/-	870.00	- do -	sd/ sd/
4. Shri M.N. Shah	29	29/-	841.00	- do -	sd/ sd/
5. Smt. Sathidevi A.	12	29/-	348.00	- do -	sd/ sd/
6. Kum. Margaret Ferris	26	29/-	754.00	- do -	sd/ sd/
7. Shri Jayash H. Bhatt	30	29/-	870.00	- do -	sd/ sd/

.....7/-

	3.	4.	5.	6.	7.	8.
1. Shri BM Khambhatta	30	29/-	870/-		sd/	sd/
2. Shri VN Adesara	27	29/-	783/-		sd/	sd/
3. Shri DN Thakkar	28	29/-	812/-		sd/	sd/
4. Shri MN Shah	30	29/-	870/-		sd/	sd/
5. Smt. Sathidevi A.	30	29/-	870/-		sd/	sd/
6. Kum. Margaret F.	30	29/-	870/-		sd/	sd/
7. Shri JH Bhatt	30	29/-	870/-		sd/	sd/

FEBRUARY : 1987

1. Shri BM Khambhatta	27	29/-	783/-	B-582359	sd/	sd/
2. Shri VN Adesara	26	29/-	754/-	2.3.87	sd/	sd/
3. Shri DN Thakkar	27	29/-	783/-	-do-	sd/	sd/
4. Shri MN Shah	26	29/-	754/-	-do-	sd/	sd/
5. Smt. Sathidevi A.	27	29/-	783/-	-do-	sd/	sd/
6. Kum. Margaret F.	27	29/-	783/-	-do-	sd/	sd/
7. Shri JH Bhatt	27	29	783/-	-do-	sd/	sd/

MARCH : 1987

1. Shri BM Khambhatta	28.5	29/-	826.50	B-582372	sd/	sd/
2. Shri VN Adesara	30	29/-	870/-	2.4.87	sd/	sd/
3. Shri DN Thakkar	30	29/-	870/-	-do-	sd/	sd/
4. Shri MN Shah	26.5	29/-	768.50	-do-	sd/	sd/
5. Smt. Sathidevi A.	29	29/-	841/-	-do-	sd/	sd/
6. Kum. Margaret F.	30	29/-	870/-	-do-	sd/	sd/
7. Shri JH Bhatt	30	39/-	870/-	-do-	sd/	sd/

APRIL 1987

1. Shri BM Khambhatta	27	29/-	783/-	-	sd/	sd/
2. Shri VN Adesara	29	29/-	841/-		sd/	sd/
3. Shri DN Thakkar	27	29/-	783/-		sd/	sd/
4. Shri MN Shah	28	29/-	812/-		sd/	sd/
5. Smt. Sathidevi A.	29	29/-	841/-		sd/	sd/
6. Kum. Margaret F.	29	29/-	841/-		sd/	sd/
7. Shri JH Bhatt	29	29/-	841/-		sd/	sd/

MAY : 1987

1. Shri BM Khambhatta	30	29/-	870/-	B-582388	sd/	sd/
2. Shri VN Adesara	25	29/-	725/-	23.5.87	sd/	sd/
3. Shri JH Bhatt	30	29/-	870/-	-do-	sd/	sd/
4. Shri MN Shah	23	29/-	667/-	-do-	sd/	sd/
5. Shri DN Thakkar	30	29/-	870/-	-do-	sd/	sd/
6. Smt. Sathidevi A.	30	29/-	870/-	-do-	sd/	sd/
7. Kum. Margaret F.	30	29/-	870/-	-do-	sd/	sd/

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JUNE : 1987

1. Shri BM Khambhatta	29	29/-	841/-	B-582410	sd/	sd/
2. Shri MN Shah	25	29/-	725/-	29.6.87	sd/	sd/
3. Shri DN Thakkar	29	29/-	841/-	-do-	sd/	sd/
4. Shri JH Bhatt	29	29/-	841/-	-do-	sd/	sd/
5. Smt. Sathidevi A.	29	29/-	841/-	-do-	sd/	sd/
6. Kum. Margaret F.	29	29/-	841/-	-do-	sd/	sd/
7. Shri DN Thakkar	29	29/-	841/-	-do-	sd/	sd/

JULY : 1987

1. Shri BM Khambhatta	30	29/-	870/-	B-584109	sd/	sd/
2. Shri DN Thakkar	30	29/-	870/-	31.7.87.	sd/	sd/
3. Kum. Margaret F.	30	29/-	870/-	-do-	sd/	sd/
4. Smt. Sathidevi A.	30	29/-	870/-	-do-	sd/	sd/
Shri JH Bhatt	30	29/-	870/-	-do-	sd/	sd/
Shri MN Shah	30	29/-	870/-	-do-	sd/	sd/
7. Shri VN Adesara	30	29/-	870/-	-do-	sd/	sd/

AUGUST : 1987

1. Shri BM Khambhatta	28	29/-	812/-	B-584121	sd/	sd/
2. Shri VN Adesara	30	29/-	870/-	31.8.87	sd	sd/
3. Shri DN Thakkar	30	29/-	870/-	-do-	sd/	sd/
4. Shri MN Shah	29	29/-	841/-	-do-	sd/	sd/
5. Shri JH Bhatt	30	29/-	870/-	-do-	sd/	sd/
6. Smt. Sathidevi A.	30	29/-	870/-	-do-	sd/	sd/
7. Kum. Margaret F.	30	29/-	870/-	-do-	sd/	sd/

SEPTEMBER : 1987

1. Shri BM Khambhatta	29	29/-	841/-	B-3-584136	sd/	sd/
2. Shri VN Adesara	29	29/-	841/-	30.9.87	sd/	sd/
3. Shri DN Thakkar	29	29/-	841/-	-do-	sd/	sd/
4. Shri MN Shah	29	29/-	841/-	-do-	sd/	sd/
5. Shri JH Bhatt	29	29/-	841/-	-do-	sd/	sd/
6. Smt. Sathidevi A.	29	29/-	841/-	-do-	sd/	sd/
7. Kum. Margaret F.	29	29/-	841/-	-do-	sd/	sd/

OCTOBER : 1987

1. Shri BM Khambhatta	30	29/-	870/-	B-3/584147	sd/	sd/
2. Shri DN Thakkar	30	29/-	870/-	30.10.87	sd/	sd/
3. Shri VN Adesara	30	29/-	870/-	-do-	sd/	sd/
4. Smt. Sathidevi A.	30	29/-	870/-	-do-	sd/	sd/
Kum. Margaret F.	28	29/-	812/-	-do-	sd/	sd/
5. Shri MN Shah	30	29/-	870/-	-do-	sd/	sd/
6. Shri JH Bhatt	30	29/-	870/-	-do-	sd/	sd/

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NOVEMBER : 1987

1. Shri BM Khambhatta	28	29/-	812/-	B-584156	sd/	sd/
2. Shri VN Adesara	29	29/-	841/-	30.11.87	sd/	sd/
3. Shri DN Thakkar	29	29/-	841/-	-do-	sd/	sd/
4. Shri MN Shah	29	29/-	841/-	-do-	sd/	sd/
5. Smt. Sathidevi A.	29	29/-	841/-	-do-	sd/	sd/
6. Smt. Margaret F.	29	29/-	841/-	-do-	sd/	sd/
7. Shri JH Shatt	29	29/-	841/-	-do-	sd/	sd/

DECEMBER : 1987

1. Shri BM Khambhatta	30	29/-	870/-	B-584168	sd/	sd/
2. Shri VN Adesara	28	29/-	812/-	30.12.87	sd/	sd/
3. Shri DN Thakkar	30	29/-	870/-	-do-	sd/	sd/
4. Shri MN Shah	30	29/-	870/-	-do-	sd/	sd/
5. Smt. Sathidevi A.	30	29/-	870/-	-do-	sd/	sd/
6. Smt. Margaret F.	28	29/-	812/-	-do-	sd/	sd/
7. Shri JH Shatt	30	29/-	870/-	-do-	sd/	sd/

JANUARY : 1988

1. Shri BM Khambhatta	26	29/-	754/-		sd/	sd/
2. Shri VN Adesara	28	29/-	812/-		sd/	sd/
3. Shri DN Thakkar	30	29/-	870/-		sd/	sd/
4. Shri MN Shah	30	29/-	870/-		sd/	sd/
5. Smt. Sathidevi A.	30	29/-	870/-		sd/	sd/
6. Smt. Margaret F.	30	29/-	870/-		sd/	sd/
7. Shri JH Shatt	30	29/-	870/-		sd/	sd/

FEBRUARY : 1988

1. Shri BM Khambhatta	28	29/-	812/-	B-584190	sd/	sd/
2. Shri VN Adesara	28	29/-	812/-	29.2.1988	sd/	sd/
3. Shri DN Thakkar	28	29/-	812/-	-do-	sd/	sd/
4. Shri MN Shah	28	29/-	812/-	-do-	sd/	sd/
5. Smt. Sathidevi A.	28	29/-	812/-	-do-	sd/	sd/
6. Smt. Margaret F.	28	29/-	812/-	-do-	sd/	sd/
7. Shri JH Shatt	28	29/-	812/-	-do-	sd/	sd/

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BHARAT SARKAR
COORDINATOR KENDRA :: AHMEDABAD
.....

NO: AHM:DD:14(2)/87-88/AC

DT : 9TH NOVEMBER '87

OFFICE ORDER

The following allocation and reallocation of the duties in respect of following Clerk Grade-I, Clerk Grade-II & General Asstt. (Casual) is made with immediated effect.

1. Sot. K.A. Baig : Clerk Grade-I :

- i) Monthly, Quarterly, Half Yearly & Yearly Statements regarding receipts and expenditure figures of all the grants operated at the Kendra and maintenance of relevant registers, records correspondence thereof,
- ii) Preparation of RE and BE for all the grants operated at the Kendra.
- iii) Reconciliation of receipts and expenditure figures with the PAO, F.D., Bombay.
- iv) To maintain reconciliation register.
- v) To prepare reconciliation statements to be sent to D.G.
- vi) Correspondence regarding prepaing to reconciliations.
- vii) To maintain expenditure of register of all GO's and correspondence regarding Pay and Allow, of GO's to PAO, IRLA, ND and DG, DD, New Delhi.
- viii) Calculation of pension contribution of GO's and NGO.
- ix) Correspondence regarding Audit Objections/Observations received from (1) PAO, FD, Bombay, (2) IAO, FD, Bombay and (3) AGO, Rajkot. Monthly and Quarterly statements of Audit Objections, Observations etc.
To maintain register of Audit Objections/Notes.
- x) To maintain liability register and correspondence thereof.
- xi) To prepare firm and final requirements of all grants operated at the Kendra.
- xii) Correspondence with PAO, Bombay for letter of Credit.
- xiii) Preparation for Proforma Accounts.
- xiv) Any other work assigned by HC/AC from time to time.

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(C.G.I) - CASHIER : KUN. S.M. PILLAI

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- i) Maintenance of Cashbooks , Subsidiary Cash Book and TR-4 and relevant registers.
- ii) Preparing of cheque 'B' series and maintenance of stock register for A, B and C series and correspondence for requisition with PAO, Bombay.
- iii) Maintenance of Receipt Books.
- iv) Encashment of bills, cheques and demand drafts etc.
- v) Disbursement of amount received on account of 4 above.
- vi) Purchase of service postage stamps, M.O. forms and maintenance of service postage/M.O. register.
- vii) To arrange payment by M.O
- viii) Preparation and submission of weekly account alongwith other enclosures so as to reach the PAO, Bombay within the prescribed period.
- ix) Remittances in the Bank regularly and maintenance of receipted challans of every month.
- x) Maintenance of registers and sending the cheque by Regd. A/d.
- xi) Maintenance of DD purchase and Receipt Register separately.
- xii) Maintenance of LFC/Professional Tax/CTD (Non-Govt. Money) registers.
- xiii) Maintenance of undiagnosed registers
- xiv) Correspondences relating to item 1 to 13
- xv) Any other works assigned by HC/AC from time to time.

TYPIST (SMT. SATHIDEVI ASHOKKUMAR)

- i) Typing of all letters, statements pertaining to Accounts Section including Budget and Proforma Accounts
- ii) To assist Pay Bill Clerk in copying Bills etc.
- iii) Any other works assigned by HC/AC from time to time.

MR. SMT. BH. INIVEDI : CLERK GRADE-I

- i) Preparation of monthly salary and arrear bills of Class II, III and IV staff (Revenue N.P., Revenue Plan, HPT, Ahmedabad, Revenue Plan HNS & EPP unit.
- ii) Maintenance of Pay Bill Register, advances C G E I S, C.G.H.S and all other relevant registers and correspondence thereof.
- iii) Scrutinising and preparation of bills for cycles, motor cycle, scooters and motor car advances.

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- iv) Pay and Leave salary, festival, fan, house building etc. advances.
- v) Childred education allowances, reimbursement of tuition fees and maintenance of registers thereof.
- vi) Issue of L.P.C
- vii) Writing of expenditure registers for bills pertaining to his table.
- viii) Maintenance of registers of recoveries of various advances.
- ix) Maintenance of B-28, event, old claim, Premium registers.
- x) Reconciliation of AIR-4 with bill register TR 28 A
- xi) Maintenance of Recovery of House Rent from Group D Staff
- xii) Calculation of Income Tax and Annual Return of I.T. officer by 5th of May.
- xiii) Maintenance of files for paid bills prepared by him.
- xiv) Correspondence regarding professional tax
- xv) Preparation of Gratuity Bills for HQ/GOs
- xvi) Issue of C.G.N.S. cards
- xvii) Medical Bills and maintenance of registers
- xviii) Periodical returns pertain to his table.
- xix) Any other works assigned by HQ/AC from time to time.

- 1) ~~Small 3-4. MAJAVVA. Clerk 6-11-7-1~~
Preparation of Monthly salary/ arrears and other allowances bills for HPT, Dwaraka, BNO & HPT unit, Staff Artists and Casual engagements.
- ii) Calculation of I.T in respect of above staff and submission of annual return to I.T. officer on 5th May.
- iii) Calculation of gratuity/encasement of bonus etc. due to above staff.
- iv) Maintenance of event register for above staff.
- v) Preparation of cheques for day today requirements of A & C series.
- vi) Maintenance of cheque issue register, cheque payes register and cheque book register including obtaining of new cheque book and depositing with cashier
- vii) Calculation pension contribution in respect of staff at Sr.No.1

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- viii) Issue of fresh cheques and correspondence with the State Bank and P.A.O., Bombay regarding loss of cheques etc.
- ix) Preparation of medical bills in respect of staff at Sr.No.1 and maintenance of register.
- x) Preparation of children education allowance/reimbursement of tuition fees in respect of staff at Sr.No.1
- xi) Issue of L P C
- xii) Monthly/quarterly/half yearly/yearly returns pertain to table.
- xiii) Maintenance of all relevant registers and periodical review.
- xiv) Correspondence relating to item 1 to 13
- xv) Any other work allotted by the HC/AC

- i) ~~MAINTENANCE OF SUPPLIERS' BILLS AND MAINTENANCE OF CONTINGENT EXPENDITURE REGISTER SEPARATELY HEAD WISE.~~
- ii) Maintenance of store ledgers(volume a/c.) ~~regular~~ regular posting of SRN/SIB with value and regular reconciliation of balances of store ledgers with those maintained by S K
- iii) Maintenance of suppliers' bill register and its monthly closing.
- ix) Checking of stores articles supplied by Central Stores, New Delhi and posting the same in store ledgers as per the list received.
- v) Closing of store ledgers at the end of financial year and preparing of list page-wise of store ledgers and tally the closing balance and receipts during the year for Proforma Accounts.
- vi) Preparation of list of stores transferred to or received from the ~~same~~ other Kendras and expenditure on capital assets received from C.E.(West), Bombay.
- vii) O.T.A pertaining to all staff including shift duty and motor drivers except Staff Artist.
- viii) Returns and maintenance of all relevant registers and periodical review.
- ix) Maintenance of book debit register and acceptance of all debits for the supplies made and services rendered by other govt. depts including monthly closing of the register.
- x) Posting of statements of account of GOs received from PAO, IRLA, New Delhi and necessary correspondences
- xi) All correspondence relating to item 1 to 10 above.
- xii) Any other work assigned by HC/AC from time to time.

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5. SRI. PH. JOSHI : CLERK GRADE-II

- i) Receipt of contracts of Artists after proper scrutiny and to arrange date-wise.
- ii) Pay orders to Artist payment and maintenance of relevant Pay Order Books (live and recording for future telecast)
- iii) Checking of pay order book with studio log book
- iv) Preparation of cheque list for submission in the Programme Meeting
- v) To mention paid voucher number and date in respect of artist payment in Pay Order Book
- vi) Maintenance of Casual Artist Ledger and regular reconciliation with Cash Book
- vii) Preparation of Hon. Bills of LAC members
- viii) Reconciliation of cheques and submission of statement of outstanding cheque to PAO, Bombay of each month
- ix) Returns and monthly review of all registers pertain to his table.
- x) Preparation of cheques during the period of preparation of Pay Bill and maintenance of relevant register thereof.
- xi) Correspondence relating to item 1 to 10
- xii) Any other works assigned by HC/AC from time to time.

6. SRI PC. PARMAR : CLERK GRADE-II

- i) Preparation of TA and LTC Bills of NCO/COs and Staff Artists in respect of all units including HPT, Dwaraka.
- ii) Maintenance of G.P fund account of group D staff and submission of monthly return as well as yearly returns to PAO, Bombay.
- iii) Maintenance of ledger, Broad Sheet, Index Register, issue of Pass Book etc. of GP fund of Class IV Staff.
- iv) Correspondence regarding omission and discrepancies in account of G.P.Fund of all staff with PAO, Bombay
- v) Correspondence regarding allotment of new GPF Account number in respect of new recruit with PAO, Bombay and sending of nomination etc.
- vi) G.P.Fund advance final/part final withdrawal from G P Fund of all CO/NCO staff.

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- vii) Maintenance of TA/LTC advance and recovery register separately for MOO and GO of all staff.
- viii) Maintenance of expenditure register for the bills pertain to his table.
- ix) Checking of despatch register and stamp account register regularly.
- x) Maintenance of returns register
- xi) Maintenance of register for H.O Received
- xii) Preparation of TA bills in respect of Advisory Committee members etc.
- xiii) Correspondence relating to Sr.No.1 to 12
- xiv) Any other works assigned by AC/HC from time to time.

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ADMINISTRATIVE OFFICER
FOR DIRECTOR

Copy to:-
All concerned

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~~Annexure C~~

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Annexure I

GOVERNMENT OF INDIA.
DEPARTMENT OF REVENUE.
AMRITSAR. 320 054.

No. AMR/DO-1(87-G/1436. Dated the Feb, 13, 1937.

OFFICE ORDER:-

The following allocation of duties among the usual staff and General Asstt. are made with immediate effect.

Shri N. M. Khamkhata; Issue of Tour orders and to Assist in Administration section in day to-day work as assigned by H/o. Shri . N. P. Patel Shri A. R. Modi and Shri P. C. Parmar. English typing and any other work assigned by the office time to time.

Shri V. N. Mehera; Nomination form of GPF, GPF and PTF; scrutiny and settling thereof. He will also attend all the work assigned by the H/o. section, English typing as and when required, and any other work assigned by the office time to time.

Shri Margaret Parrier; To attend the telephone board and maintaining the telephone register and any other work assigned by the office as and when required.

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Handwritten numbers 22, 35, and 24 inside ovals, connected by a line.

Gujarati typing of news section,
he will attend the Thaltej
Office from 12.00 Noon and from
3.00 at INFO news section any
other work assigned to him.

Hand by 115, Despatch and
day work, and duty at news
station as and when required.

tion to show work all the person mentioned
also attend with any other duties assigned
any superiors.

Station Director.

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14. SP. 170. 1/1, 1/2(T) for information
see section 7300.

True Comp
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James

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Ann. A. 3

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GOVERNMENT OF INDIA
DOORDARSHAN KENDRA : AHMEDABAD-380 054

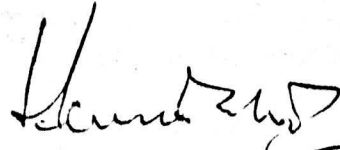
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No. AHM:DD:1(2)/89-S

April 27, 1989

MEMORANDUM

As per the decision of the Directorate General,
Doordarshan, New Delhi, Shri VN Adesara, Casual
General Assistant (Daily Wages) is hereby
informed that his services will not be needed by
this office from 1st May, 1989, fore-noon.


(HN PATRO)
DIRECTOR

Shri VN Adesara
Casual General Assistant
(Daily Wages)
DDK, Ahmedabad

True Copy
For

Adesara

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BEFORE THE CENTRAL ADMINISTRATIVE TRIBUNAL AT

A H M E D A B A D.

O.A. No. 487 of 1989

Shri V.N. Adesara .. Applicant

Versus

Director,
Doordarshan Kendra,
Ahmedabad & Others. .. Respondents

REPLY on behalf of the respondents:

I, P.R.S. Nair

working

as Superintending Engineer in the office of
Doordarshan Kendra, Ahmedabad do state as under:

That I have read the copy of the application and am conversant with the facts and circumstances of the case and am being authorised to file this reply on behalf of the respondents in this matter. I say that I am filing this reply for the purpose of opposing the admission of the application and do reserve my rights to file further reply/s if any need there be.

1. At the outset, I deny the all averments made by the applicant in this application except which are specifically admitted by me hereinafter. I further say that the contents of this application are misconceived by the applicant and the same

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is not maintainable and deserves to be dismissed. It is submitted that the applicant is a casual employee who was engaged on daily rated basis as and when exigency occurred with the respondents and therefore he cannot be said to be holding a civil post amenable to the rules prescribed for civil servants serving under the Union of India and therefore this Hon'ble Tribunal has no jurisdiction to agitate the same. I further say that the applicant was engaged on contract basis for a specific period and therefore it cannot be said that the applicant was in any way in the employment with the respondents which is related with the rules prescribed for a regular employee and therefore the applicant has no legal right to file this application before this Tribunal.

2. With regard to para 3, 4 and 5, I ~~say~~ say that the applicant does not have any locus standy for filing this application before this Tribunal being daily rated casual employee who was engaged for a short period to meet with the exigency occurred with the respondents, and therefore, the applicant has no positive right for filing this application in this Hon'ble

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Tribunal and therefore this Hon'ble Tribunal has no jurisdiction to ^{adjudicate} ~~adjudicate~~ the same. I further say that the application is not filed within the limitation prescribed under section 21 of the ~~kixx~~ Administrative Tribunals Act, 1985.

3. With regard to para 6(1), I don't comment upon it.

4. With regard to para 6(2), I say that the action of the respondents of terminating the services of the applicant is legal, valid, just and in accordance with the rules and terms of the services of the applicant and therefore, the application being devoid of any merits deserves to be dismissed.

5. With regard to para 6(3), I deny the contents ~~of~~ thereof. I deny that the applicant was given any artificial break while he was in service and I say that the applicant was engaged as and when the exigency of work was there with the respondents and therefore the action of the respondents terminating the services of the applicant is in accordance with the instructions and rules of the department. I further say that the applicant has not been given any appointment

order as the applicant has not come through Staff Selection Committee or Employment Exchange which is a condition precedent for the employment in the offices of the respondents. I further say that the respondents being a public employment has a prescribed policy and rules to appoint any person in the employment. The applicant has not been appointed by any specific order following the procedure laid down for the recruitment in the respondents' offices and therefore, the applicant does not hold any good entitlement for services in the office of the respondents. I further say that the respondent department is a public employment and is duty bound to discharge some regular, exigent services in the public and therefore under this obligation of regularity the respondents are also empowered to appoint any person on casual basis therefore, I deny that the action of the respondents of appointing the applicant for a specific period i.e. 29 days or on casual basis is illegal, unjust and improper. I further say that it is clear that the applicant was engaged on contract basis because the applicant was not eligible as per prescribed policy of the respondents and therefore he has no right

to claim any permanent or quasi permanent employment with the respondents nor does the transitory service rendered by the applicant give to the applicant a status of regular - permanent employee, regardless of the contract, and therefore the application being devoid of any merits deserves to be dismissed. I further say that in view of the above stated facts, it is pertinent to be noted that the applicant is not even authorised to be given the benefits of services which are otherwise available to the regular employee. I say that the judgments relied by the applicant are not applicable so far the services of the applicant is concerned in as much as the applicant was engaged on contract basis and therefore the services of the applicant were eminable to the terms and conditions agreed upon by the applicant and the respondents and also to the provisions of Indian Contract Act.

6. With regard to para 6(4), I deny the contents thereof. I deny that the applicant was appointed in a clear vacancy and I say that the applicant was engaged purely on casual basis and daily rated basis and therefore the applicant was paid the salaries prescribed by the Government

from time to time in voucher form. I further say that the applicant being a daily rated casual employee, is not eligible for other benefits which are admissible to a regular employee. It is submitted that the applicant was appointed irregularly to meet with the exigency occurred with the department and therefore he does not get any entitlement by lapse of time. I further say that the half of the period has been served by the applicant under guise of shelter of the Court and therefore the applicant has no right to contend thereby that the services rendered by the applicant is a longer one.

7. With regard to para 6(5), I deny the contents thereof, I deny that the applicant is a 'worker' and the respondent department is an 'Industry' and therefore the provisions of Industrial Disputes Act are applicable to the services of the applicant and without prejudice to my this contention I also say that if the applicant is a 'worker' and the department of respondents is an 'Industry' then the applicant may be directed to exhaust his better more efficacious remedy to the Industrial Court ~~which~~ which would be in the more interest of the

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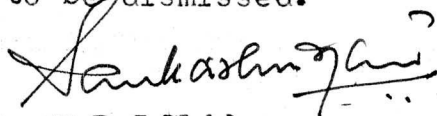
applicant. I further say that the action of the respondents of terminating the services of the applicant is in accordance with the instructions and rules of the respondents and I say that the Ministry of Labour and Social Reform has issued some directions pursuant to the judgment rendered by the Supreme Court of India that to avoid any discrepancy, no further casual employee is to be engaged and therefore it is obligatory on the respondents to obey the same and without prejudice to my this contention I also say that the applicant was ^{engaged} ~~purely~~ purely on casual basis and it was known to the applicant that his service will be terminated without notice as and when the respondents are obliged to do so and therefore the services of the applicant have been terminated in accordance with the terms of the services of the applicant, and therefore the application has no merits and deserves to be dismissed. I further say that the respondents' action ignored the prescribed policy of the department for recruitment and therefore the services of the applicant had to be terminated as and when need there be. I further say that the application filed by the applicant is pending before this Hon'ble Tribunal and representation made by the applicant is also pending and therefore

the application suffers ~~for~~ from multiplication of litigations and deserves to be dismissed.

In view of the foregoing paragraphs, it is clear that the applicant has no right to claim regularisation or employment in the office of the respondents and the applicant is a casual employee engaged on contract basis and was paid salaries on daily rated basis ~~and~~ in voucher form and therefore he does not hold any civil post and therefore the applicant does not deserve and relief/~~relief~~ interim relief as prayed for by him and the application deserves to be dismissed.

Place : Ahmedabad

Date : 2/12/1989



(P R S Nair)

Superintending Engineer

Doordarshan Kendra

Thaltej Ahmedabad 380054


Verification

I, P. R. S. Nair son of Late K. Krishna Pillai

working as Superintending Engineer in the office of Doordarshan Kendra, Ahmedabad do state on solemn affirmation that what has been stated by me hereinabove is true to my knowledge and belief and I believe the same to be true.

Place : Ahmedabad

Date : 2/12/1989



(P R S Nair)

(Deponent) Superintending Engineer

Doordarshan Kendra

Thaltej Ahmedabad 380054

Copy sent to
Mr. J. D. Ahmadi
Adm

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IN THE CENTRAL ADMINISTRATIVE TRIBUNAL, AHMEDABAD

O. A. NO. 487 OF 1989.

V.N.Adesara. Applicant

Vs.

Director, DDK, Ahmedabad.
and others. Respondents.

REJOINDER TO AFFIDAVIT-IN-REPLY

I, V.N.Adesara, working as Casual General Asstt.
in the office of the Doordarshan Kendra, Ahmedabad,
do state as under:

1. I have been served with the copy of the Reply
filed by the deponent on behalf of the respondents
herein. I deny all the averments, contentions and
submissions made therein which are contrary to what
is stated in the main application and in the petition
filed by Shri B.M.Khambhata, which has been adopted
by me and in the reply filed by Shri Khambhata to
the reply by the deponent. The deponent is put to the
strict proof of the averments, statements and conten-
tions made by him.

2. I say that since common questions of facts and
law arise in the petition filed by Shri Khambhata
and in the petition filed by me, I have adopted all
the averments, contentions and submissions made by
Shri Khambhata in O.A.No.492 of 1989 and formal

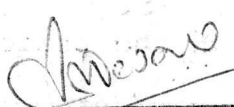
O.A. was filed by me only with a view to avoid any technicality without burdening the record by repeating the same contentions and by annexing the same documents again. Hence all the factual as well as legal submissions have been adopted by me in my petition. The reply by the respondent is same, raising the similar objections and contentions.

3. It is submitted that Shri Khambhatta has filed Rejoinder to the Reply by the respondents in the said petition and since all the submissions, contentions and averments in the main petition have been adopted by me, and my reply to the objections raised by the respondents is similar to the Reply submitted by Shri Khambhatta, I adopt the said reply of Shri Khambhatta as a reply to the aforesaid Reply filed by the respondents, except to the extent it is not applicable to my case.

4. I, therefore, adopt the reply Rejoinder filed by Shri Khambhatta in O.A.No. 492 of 1989 and the same should also be treated as a Reply Rejoinder in the aforesaid Original Application, except to the extent it is not applicable to my case. I need not repeat the same contentions and submissions and the said reply by Shri Khambhatta be also treated as a part of this petition.

Ahmedabad:

December 18, 1989


V.N. Adesara
Applicant.

Reply/Rejoinder/written submissions
filed by M. ... 7.7.1989
learned advocate for petitioner /
Respondent with second set
Copy ... served to other side

0122/148 By K. ...
A. Bad Bench