

5

IN THE CENTRAL ADMINISTRATIVE TRIBUNAL
AHMEDABAD BENCH

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

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 Kureshi 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 Khadki,
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, Naranpura,
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
Doordarshan, Mandi House,
New Delhi.1.
3. The Director,
Doordarshan,
Ahmedabad-380 054.

.....RESPONDENTS

Atul Keshw
(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's
authority and after initial appointment, each
applicant was continued from time to time.
The respondents have continued the applicants
by ~~describing~~ 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} 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

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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
vacancies should be done ^{in within} the time specified
in the order. The learned advocate for
the applicant^s submitted that the present
applicant^s 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, Doordarashan, New Delhi
on the subject of scheme for regularisation
of Casual General Artist in Doordarashan. The
rlevant 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

14

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

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. 17/2000

Dated: 23/2/2000

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 4/2/2000 in CA/
Spl.C.A. No. 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 perusal
please.

23/2/2000

S.O. 23/2/2000

to OA/492/89
24/2/2000
D.R. (J)

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)

An
24/2/2000

7/2/2000

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

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. Bhatt

1. ~~DN THAKKAR & ORS.~~

Petitioners

Vs

1. UNION OF INDIA & ANOTHER

Respondents

To

1. UNION OF INDIA

2. V APPARAO OR HIS SUCCESSOR

THROUGH CHIEF EXECUTIVE
OFFICER, PRASAR BHARTI CORPN
MODI HOUSE, COOPERNICOUS
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.

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. OA/488/88 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 : 23/12/82

Counter-signed :

epshagan 5.1.93
Section Officer/Court Officer

K. C. Gan
Sign. of the Dealing Assistant

IN THE CENTRAL ADMINISTRATIVE TRIBUNAL
AT AHMEDABAD BENCH

INDEX SHEET

CAUSE TITLE OA/488/88.

UF 19

1. NAMES OF THE PARTIES

Shri. M. N. Shah

VERSUS

U.O.I. & a.s.s

PART A B & C

Sr. No.	Description of Documents	Page
1.	Application	1-25
2.	Reply.	26-29
3.	Rejoinder.	30.
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 seal/10499/98 Gij H/c order pt 211/2000 Inw. No 343/2000	Three part

IN THE CENTRAL ADMINISTRATIVE TRIBUNAL
AT AHMEDABAD BENCH

.01 .82

INDEX SHEET

CAUSE TITLE

OF 19

NAMES OF THE PARTIES

VERSUS

PART A B & C

SR. NO.

DESCRIPTION OF DOCUMENTS

PAGE

SR. NO.

DESCRIPTION OF DOCUMENTS

NAMES OF THE PARTIES

CENTRAL ADMINISTRATIVE TRIBUNAL
AHMEDABAD BENCH
AHMEDABAD.

Submitted ;

C.A.T./JUDICIAL
SECTION.

Original Petition No.: 688 of 89.

Miscellaneous Petition No. of .

Shri M N SHAH Petitioner(s).
Versus.

Union of India Respondent(s).

This application has been submitted to the Tribunal by Shri V J Yagnik 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} ~~is~~ 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.

Name of party to which letter will ^{other set} be sent of the case
page no 9, 10, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23,
24, 25

8
15/11

Ans

is

on leave
15/11

B. B. Bhatt
15/11/89

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

mptc
15/11/89

CENTRAL ADMINISTRATIVE TRIBUNALAHMEDABAD BRANCHAPPLICANT (S) M N ShahRESPONDENT(S) Union of IndiaPARTICULARS 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 ?

Y

Y

Y

Y

Y

—

—

Y

DD
6

196252

Y (Anne A3 P22)

Y

Y

Y

Y

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

Do

Y

Y

Do

Y

Y

Y

Y

Y

checked.

apl

15/11/89.

S/C no 523/88
15/11/89

(1)

BEFORE THE CENTRAL ADMINISTRATIVE TRIBUNAL, AHMEDABAD

DISTRICT: AHMEDABAD

ORIG. APPLICATION NO. 488 OF 1989

M.N.Shah. petitioner
vs.
Union of India & Ors. Respondents.

I N D E X

Annex.	Particulars.	pages.
1.	Memo of the petition.	1-7
A-2.	Statement showing the artificial breaks.	8.23. 8.23.
A-2.	Allocation of duties.	24.25 24.25
A-3.	Copy of order dated 27-4-1989 *** terminating the services of the petitioner, stayed by the High Court upto 23-11-89.	26 26
	All annexures to the petition of Mr.B.M.Khambhatta, so far as relevant to the case of the petitioner.	27.28

Ahmedabad:

November 15, 1989

J.J.Yajnik
Petitioner's Advocate

COPY served to
Mr. J.D. Ajmera
At-

DD 194252

/ 2

BEFORE THE CENTRAL ADMINISTRATIVE TRIBUNAL, AHMEDABAD.

DISTRICT: AHMEDABAD

ORIG. APPLICATION NO. 688 - OF 1989

M. N. Shah,

- Sonini Khadki,
Naniwado, Rajpur,
Ahmedabad-380001

..... Applicant

Versus

1. Union of India
(to be served through the
Secretary, Ministry of Information
and Broadcasting, Shastri Bhavan,
New Delhi).
2. The Director General of
Doordarshan, Mandi House,
New Delhi.
3. The Director,
Doordarshan, Ahmedabad-54. ... Respondents.

I. PARTICULARS OF THE PETITIONER:

- | | |
|------------------|--------------------|
| (a). Name; | } As stated above. |
| (b). Designation | |
| (c). Address: | |

II. PARTICULARS OF THE RESPONDENTS:

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

III. ORDER UNDER CHALLENGE:

Order dated 27-4-1989 terminating the services of the petitioner, which has been stayed by the High Court upto 23-11-1989.

IV. JURISDICTION:

This Hon'ble Tribunal ~~the~~ has the jurisdiction to entertain this Application.

V. LIMITATION:

Under the provisions of the Act, this Application is within the period of limitation.

VI. FACTS OF THE CASE:

1. The petitioner is the employee of the respondents herein working under the respondent No. 2 authority.

2. By way of this humble petition, the petitioner approaches this Hon'ble Court against the absolutely illegal and unjust order dated 27-4-1989 terminating the services of the petitioner, which ~~was~~ was stayed by the High Court of Gujarat initially and ultimately the said order has been stayed upto 23-11-89 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 23-3-1984 as Staff Artist. After the abolition of 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 service benefits on the basis of 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 1984 with the respondents, he has not been given the service benefits by creating such artificial breaks, though in effect was working on those artificial breaks. A statement showing the said Artificial breaks in the case of the petitioner is annexed hereto and marked as Annexure A-1.

Annex. A-1

4. The petitioner states that in spite of the fact that he has been working on the clear vacancy for all these years and in spite there being Government instructions and various decisions of the various High Courts and the Supreme Court, the petitioner is not being given the benefit of equal pay for equal work and other service benefits on the basis of his continuous service for all these years, on account artificial breaks by the authorities, which have been held to be absolutely illegal by the court. The petitioner is entitled to same salary and other benefits from the initial appointment which

are being tove to the regular permanent employees discharging the same duties. The petitioner produces allocation duty ~~order~~ list, which are being discharged by the other regular and permanent similarly situated persons, as Annexure A-2. There are various instructions and directions of the Government to regularise the services of the employees, which the petitioner craves leave to refer to and rely upon at the time of hearing. Annex.A.2

5. Inspite of the fact that the petitioner has been working all these years on regular and clear vacancy, to the utter shock and surprise of the petitioner and in utter disregard to the various instructions of the Government and the law laid down by series of decisions of the High Courts and the Supreme Courts, instead of conferring the benefits of regular service upon the petitioner, 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 stayed by the High Court, as stated earlier. A copy of the said order is annexed hereto and marked as Annex. A-3. Annex.A.3

The order is absolutely illegal, arbitrary, discriminatory and violative of provisions of Industrial Disputes Act and contrary to the various decisions and the law laid down by the Hon'ble Supreme Court, null and void and liable to be quashed and set aside.

6. The petitioner states that on the same point and on the same sets 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 and other relevant documents be treated as a part of this petition. The petition is being filed separately only in order to avoid any technicality and by repeating the same submissions and contention the petitioner is not burdening the record. Otherwise the petitioner and others were petitioner in one common petition filed by Shri B.M. Khambhatta in the High Court also. The same cause of action arises between the same petitioners and the respondents. The petitioner therefore, adopts the paras 2 to 12, except para 6.1 as in case of the petitioner no permanent order was issued, and the same be treated as a part of this petition.

VII. P R A Y E R S :

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

- (A) The Hon'ble Tribunal may be pleased to direct the respondents to treat the impugned termination 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 treat the petitioner in the continuous service of the respondents from the initial appointment of the petitioner and confer upon the petitioner all consequential benefits ignoring the artificial breaks, such as regular pay scale, seniority, pay fixation, arrears of salary and all such other consequential benefits accruing on account of the said continuous service 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 Court 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 Orig. Application filed by Shri B.M. Khambhatta as part of this Application.
- (E) Be pleased to allow this petition with costs.

VIII. INTERIM RELIEF:

Pending a dmission 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 permanent employees discharging similar duties, regularly.

IX. PARTICULARS OF THE POSTAL ORDER:

1. Postal Order No. DD 194252
2. Amount 50/-
3. Date, 15-11-89
4. Name of the post Office: High Court

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

Ahmedabad:

November 15, 1989

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

AFFIRMATION

I, M. H. Shah, Hindu, adult, do hereby solemnly affirm and state that what is stated hereinabove in this petition is true to the best of my knowledge, belief and information and I believe the same to be true.

Ahmedabad:

November 15, 1989

M. N. Shah.

[M. N. SHAH]

(6)

VERIFICATION

I, M.N.Shah, son of Shri Nathal Shah,
aged - Adult, ^{27 years,} working as Casual General Assistant,
in the office of the Doordarshan Kendra Ahmedabad
resident of Ahmedabad, do hereby verify that the
contents of paras I to VI, 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 15, 1989

(M.N.Shah)
Applicant

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

Filed by Mr. J. J. Yagnik
Learned Advocate for Petitioners
with second set & 3 spares
copies copy served/not served to
other side

Dt. 17/11/89 Dy Registrar C.A.T.(J)
Ahmedabad Bench

Statement showing series of date-wise
contract issued to Shri M.N. Shah

Sn. No.	Date of Contract.	Period From to	Breaks	Re mark.
	NIL.	23-3-84 to 29-3-84.	30 & 31/3/84	Friday & Saturday
2.	du	1-4-84 to 14-4-84	15/4/84	Sunday
3.	du	16-4-84 to 29-4-84	30/4/84	Monday
	du	1-5-84 to 14-5-84	15/5/84	Tuesday
5.	du	16-5-84 to 29-5-84.	30 & 31/5/84	Wednesday & Thursday

Contracts Annexed

Contd...

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OFFICE OF THE STATION DIRECTOR
DOORDARSHAN AHMEDABAD/PIJ.

IV : 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

As above

DATE OF RECORDING.....

As above

As above

Telecast : Doordarshan Ahmedabad/Pij, SAC (ISRO), Jodhpur-
tekra. AHMEDABAD : 380 053.

₹ 100/- (Rupees one hundred and thirty two only)

The stamp duty will be borne by the Government.

Sd/- B. L. Khambhatt,
Joint Villa,
Jodhpur,
Rajasthan.

Yours faithfully,

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

CONDITIONS REFERRED TO IN THE PRECEDING LETTER

1. In the event of a signed acceptance not being received by the date 1.1.1954, All India Radio reserves the right to withdraw the offer.
2. The artist agrees to attend such rehearsals as are in the opinion of All India Radio necessary for the production of this programme.
3. 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 effected 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.
6. 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 reproduction and the right to relay. To 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 cause 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.
9. 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 time 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 small 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

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

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 assistance given by the artist otherwise than for AIR is supplied by or connected with AIR.

The 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.

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

(c) 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.

(d) 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.

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

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 'highlighted 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 other 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. 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.

/SONI

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.....

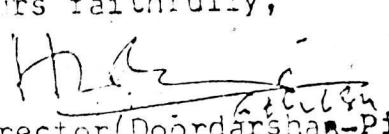
DURATION..... -----.....

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 Roadki,
Naiwado, Raipur,
A H M E D A B A D - 380 001

OFFICE OF THE STATION DIRECTOR
DOORDARSHAN AHMEDABAD/PIJ

TV : 3

AMA 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 in the production to the broadcast/telecast as detailed below upon the conditions printed overleaf, we shall be pleased if you will kindly sign and return the attached confirmation sheet duly completed within three days of the date of this letter.

To work as a Gen.Asstt.
TITLE
DATE OF TELECAST 1st to 14th February 1982
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,
Shriwad's pole,
Jalpur,
Ahmedabad.

Yours faithfully,

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

/NHS/

True (OP)
pd
for

OFFICE OF THE STATION DIRECTOR
DOORDARSHAN AHMEDABAD-PIJ

T.V. : 3

Drama Variety and Feature Contract

Date of first Rehearsal
Date :

Sir/Madam,

We invite you to take part in the capacity
of Actor/Performer/Producer in the Production to the Doordarshan
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. Artist.....

OF 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)
Sridevi Ashokkumar, For and on behalf of the President
of Society, of India

A A D - 380 022

THE DAILY WAGES REGISTER MAINTAINED BY DDK: AHMEDABAD.

Annexure # 1

of the person	No. of days atten- ded.	Rate per day	Amount	Cheque No. & Date	Initial of A/c. DDO
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3. 4. 5. 6. 7. 8.

JUNE, 1984.

1. Shri Vijay N. Adesara	29	25/-	725.00	Part 8475191	sd/sd/
2. Shri Dinesh N. Thakkar	29	25/-	725.00	-do- 29.6.84	sd/sd/
3. Shri M.N. Shah	28	25/-	700.00	-do-	sd/sd/
4. Shri B.M. Khambhatta	29	25/-	725.00	-do-	sd/sd/

JULY, 1984

1. Shri B.M. Khambhatta	30	25/-	750.00	Part 8989501	sd/sd/
2. Shri V.N. Adesara	30	25/-	750.00	- do - 31.7.84	sd/sd/
3. Shri D.N. Thakkar	30	25/-	750.00	- do -	sd/sd/
4. Shri M.N. Shah	30	25/-	750.00	- do -	sd/sd/

AUGUST, 1984

1. Shri B.M. Khambhatta	30	25/-	750.00	Part 8989510	sd/sd/
2. Shri V.N. Adesara	30	25/-	750.00	- do - 31.8.1984	sd/sd/
3. Shri D.N. Thakkar	30	25/-	750.00	- do -	sd/sd/
4. Shri M.N. Shah	30	25/-	750.00	- do -	sd/sd/

SEPTEMBER, 1984

1. Shri B.M. Khambhatta	29	25/-	725.00	Part 8989519	sd/sd/
2. Shri V.N. Adesara	29	25/-	725.00	- do - 29.9.84	sd/sd/
3. Shri D.N. Thakkar	29	25/-	725.00	- do -	sd/sd/
4. Shri M.N. Shah	29	25/-	725.00	- do -	sd/sd/

OCTOBER, 1984

1. Shri B.M. Khambhatta	30	26/-	780.00	Part 8989528	sd/sd/
2. Shri V.N. Adesara	30	26/-	780.00	- do - 30.10.84	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/

NOVEMBER, 1984

1. Shri B.M. Khambhatta	29	26/-	754.00	Part 8989537	sd/sd/
2. Shri V.N. Adesara	29	26/-	754.00	- do - 30.11.84	sd/sd/
3. Shri D.N. Thakkar	29	26/-	754.00	- do -	sd/sd/
4. Shri M.N. Shah	29	26/-	754.00	- do -	sd/sd/

~~NOVEMBER, 1984~~

~~NOVEMBER, 1984~~

~~NOVEMBER, 1984~~

~~NOVEMBER, 1984~~

~~NOVEMBER, 1984~~

~~NOVEMBER, 1984~~

The Copy
For
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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	XXXXXXXXXX
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 M.N.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 Adesara	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/-	510.00		sd/ sd/
3. Shri D.N.Thakkar	26	27/-	702.00		sd/ sd/
4. Shri M.N.Shah	21	27/-	567.00		sd/ sd/
5. Shri Sathidevi A.	21	27/-	567.00		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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JULY 1985

1. Shri B.M. Khambhatta	30	27/-	810.00	Part B. 989506	
				31.7.1985	
2. Shri Vijay Adesara	30	27/-	810.00	- do -	sd/ sd/
3. Shri N.N. Thakkar	30	27/-	810.00	- do -	sd/ sd/
4. Shri N.N. Shah	30	27/-	810.00	- do -	sd/ sd/
5. Smt. Sathidevi A.	30	27/-	810.00	- do -	sd/ sd/
6. Kum. Margaret Ferria	14	27/-	378.00	- do -	sd/ sd/

AUGUST: 1985

1. Shri B.M. Khambhatta	30	27/-	810.00	Part B 989614	
				31.8.85	
2. Shri Vijay Adesara	29	27/-	783.00	- do -	sd/ sd/
3. Shri N.N. Thakkar	30	27/-	810.00	- do -	sd/ sd/
4. Shri N.N. Shah	30	27/-	810.00	- do -	sd/ sd/
5. Smt. Sathidevi A.	07	27/-	189.00	- do -	sd/ sd/
6. Kum. Margaret Ferria	30	27/-	810.00	- do -	sd/ sd/
7. Shri Jayesh H. Bhatt	22	27/-	594.00	- do -	sd/ sd/

SEPTEMBER : 1985

1. Shri B.M. Khambhatta	29	27/-	783.00	Part B 989619	
				30.7.1985	
2. Shri Vijay Adesara	29	27/-	783.00	- do -	sd/ sd/
3. Shri N.N. Thakkar	29	27/-	783.00	- do -	sd/ sd/
4. Shri N.N. Shah	29	27/-	783.00	- do -	sd/ sd/
5. Shri Jayesh H. Bhatt	28	27/-	756.00	- do -	sd/ sd/
6. Smt. Sathidevi A.	28	27/-	756.00	- do -	sd/ sd/
7. Kum. Margaret Ferria	28	27/-	756.00	- do -	sd/ sd/

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OCTOBER : 1985

1. Shri B.M. Khambhatta	30	27/-	810.00	Part	sd/ sd/
2. Shri Vijay Adesara	30	27/-	810.00		sd/ sd/
3. Shri N.N. Thakkar	30	27/-	810.00		sd/ sd/
4. Shri N.N. Shah	26.00	27/-	729.00		d/ sd/
5. Smt. Sathidevi A.	28	27/-	756.00		sd/ sd/
6. Kum. Margaret Ferria	27	27/-	702.00		sd/ sd/
7. Shri Jayesh H. Bhatt	30	27/-	810.00		sd/ sd/

NOVEMBER : 1985

1. Shri B.M. Khambhatta	29	27/-	783.00		sd/ sd/
2. Shri Vijay Adesara	30	27/-	810.00		sd/ sd/
3. Shri N.N. Thakkar	29	27/-	783.00		sd/ sd/
4. Shri N.N. Shah	28	27/-	756.00		sd/ sd/
5. Smt. Sathidevi A.	29	27/-	783.00		sd/ sd/
6. Kum. Margaret Ferria	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 987650	
					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/

MAY : 1986

1. Shri B.M. Khambhatta	24	28/-	672.00	Part B. 289602	
				31.8.86	
2. Shri Vijay Adesara	30	28/-	840.00	- do -	sd/ sd
3. Shri B.N. Thakkar	30	28/-	840.00	- do -	sd/ sd
4. Shri H.N. Shah	30	28/-	840.00	- do -	sd/ sd
5. Smt. Sathidevi A.	16	28/-	448.00	- do -	sd/ sd
6. Kum. Margaret Ferris	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	
				28.6.86	
2. Shri Vijay Adesara	21	28/-	588.00	- do -	sd/ sd
3. Shri B.N. Thakkar	29	28/-	812.00	- do -	sd/ sd/
4. Shri H.N. Shah	27	28/-	756.00	- do -	sd/ sd/
5. Smt. Sathidevi A.	29	28/-	812.00	- do -	sd/ sd/
6. Kum. Margaret Ferris	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 B.N. Thakkar	30	28/-	840.00	- do -	sd/ sd/
4. Shri H.N. Shah	30	28/-	840.00	- do -	sd/ sd/
5. Smt. Sathidevi A.	30	28/-	840.00	- do -	sd/ sd/
6. Kum. Margaret Ferris	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 582309	
				30.8.86	
2. Shri Vijay Adesara	30	29/-	870.00	- do -	sd/ sd/
3. Shri B.N. Thakkar	30	29/-	870.00	- do -	sd/ sd/
4. Shri H.N. Shah	30	29/-	870.00	- do -	sd/ sd/
5. Smt. Sathidevi A.	30	29/-	870.00	- do -	sd/ sd/
6. Kum. Margaret Ferris	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 582316	
				30.9.86	
2. Shri Vijay Adesara	29	29/-	841.00	- do -	sd/ sd/
3. Shri B.N. Thakkar	29	29/-	841.00	- do -	sd/ sd/
4. Shri H.N. Shah	29	29/-	841.00	- do -	sd/ sd/
5. Smt. Sathidevi A.	29	29/-	841.00	- do -	sd/ sd/
6. Kum. Margaret Ferris	29	29/-	841.00	- do -	sd/ sd/
7. Shri Jayesh H. Bhatt	29	29/-	841.00	- do -	sd/ sd/

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(19)

OCTOBER : 1986

29/10/86 812.00 Part B. 582325
29.10.86

1. Shri B.M. Khambhatta	30	29/-	870.00	- do -	sd/ sd/
2. Shri B.M. Thakkar	29	29/-	812.00	- do -	sd sd/
3. Shri V. N. Adesara	30	29/-	870.00	- do -	sd/ sd/
5. Smt. S. Bhidevi A.	30	29/-	870.00	- do -	sd/ sd/
6. Kum. Margaret Ferris	30	29/-	870.00	- do -	sd/ sd/
7. 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. Thakkar	29	29/-	841.00	- do -	sd/ sd/
3. Shri V. N. Adesara	25	29/-	725.00	- do -	sd/ sd/
4. Shri M.N.S. 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. Thakkar	29	29/-	841.00	- do -	sd/ sd/
3. Shri V. N. Adesara	26	29/-	754.00	- do -	sd/ sd/
4. Shri V. N. Adesara	25	29/-	725.00	- do -	sd/ sd/
5. Shri B.M. Thakkar H. Bhatt	29	29/-	841.00	- do -	sd/ sd/
6. Smt. S. Bhidevi 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	
				30.12.1986	
2. Shri V. N. Adesara	29	29/-	841.00	- do -	sd/ sd/
3. Shri B.M. Thakkar	30	29/-	870.00	- do -	sd/ sd/
4. Shri M.N.S. Shah	29	29/-	841.00	- do -	sd/ sd/
5. Smt. S. Bhidevi 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/-

Handwritten notes and signatures at the top right of the page, including a large '2' and '10' circled, and a signature.

	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/

3. 4. 5. 6. 7. 8.

JUNE : 1987

1. Shri BM Khambhatta	29	29/-	841/-	B-582410	sd/	sd/
2. Shri VN Adesara	25	29/-	725/-	29.6.87	sd/	sd/
3. Shri MN Shah	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/
5. Kum. Margaret F.	28	29/-	812/-	-do-	sd/	sd/
6. Shri MN Shah	30	29/-	870/-	-do-	sd/	sd/
7. Shri JH Bhatt	30	29/-	870/-	-do-	sd/	sd/

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 Shob	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 JH Bhatt	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 Shob	30	29/-	870/-	-do-	sd/	sd/
5. Smt. Sathidevi A.	30	29/-	870/-	-do-	sd/	sd/
6. Kum. Margaret F.	28	29/-	812/-	-do-	sd/	sd/
7. Shri JH Bhatt	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 Shob	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 : 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 Shob	28	29/-	812/-	-do-	sd/	sd/
5. Smt. Sathidevi A.	28	29/-	812/-	-do-	sd/	sd/
6. Kum. Margaret F.	28	29/-	812/-	-do-	sd/	sd/
7. Shri JH Bhatt	28	29/-	812/-	-do-	sd/	sd/

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Annexure C

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Annexure D

GOVERNMENT OF INDIA,
DEPARTMENT OF MINES,
AMRITSAR. 320 054.

No. MIN/33-1087-6/1436. Dated the Feb, 13, 1937.

-: SERVICE ORDER :-

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

Shri V. L. 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. B. Modi and Shri P. C. Parmar. English typing and any other work assigned by the office time to time.

Shri V. L. Alagaras: Nomination form of GPF, GPP 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.

Mrs. Margaret Parris: To attend the telephone board and maintaining the telephone

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ad/-
Station Director.

Содержание.

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Government of India
Doordarshan Kendra : Ahmedabad-380 054
...

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

April 27, 1989

MEMORANDUM

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


(HN PATRO)
DIRECTOR

Shri MN Shah
Casual General Assistant
(Daily Wages)
DDK Ahmedabad

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BEFORE THE CENTRAL ADMINISTRATIVE TRIBUNAL AT

A H M E D A B A D.

O.A. No. 488 of 1989.

Shri M.N. Shah .. 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 ~~and~~ 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

Received
11.15
4.12.89

filed in
Const

Rm
4/12/89

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 adjudicate 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

that the applicant does not have any locus

standby for filing this application before this

Tribunal being a 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

Tribunal and therefore this Hon'ble Tribunal has no jurisdiction to adjudicate the same. I further say that the application is not filed within the limitation prescribed under section 21 of the 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 thereof. I deny that the applicant was given any artificial break while he was in service and I say that the applicant was engaged of work as and when the exigency ~~exigency~~ 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 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 applicant does not hold any good entitlement for services in the office of the respondents. I further say that the respondent 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 ~~an~~ 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 services 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 ^{be} even authorised to ~~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 respondent department is an Industry then the applicant may be directed to exhaust his better more efficacious remedy to the Industrial Court which would be in the more interest of the

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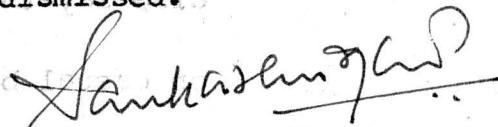
applicant. I further say that the action of the respondents of terminating the services of the applicant is in accordance with the instructions and rules of the respondents and I say that the Ministry of Labour and Social Reform has issued some directions pursuant to the judgment rendered by the Supreme Court of India that to avoid any discrepancy, no further casual employee is to be engaged and therefore it is obligatory in the respondents to obey the same and without prejudice to my this contention I also say that the applicant was engaged purely on casual basis and it was known to the applicant that his services 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 the representation and made by the applicant is also pending before the Tribunal. Therefore

the application suffers from multiplication of litigation 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 as the applicant is a casual employee engaged on contract basis and was paid salaries on daily rated basis in voucher form and therefore he does not hold any civil post and therefore the applicant does not deserve any relief/interim relief as prayed for by him and the application deserves to be dismissed.

Place : Ahmedabad

Date : 2/11/1989.



(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

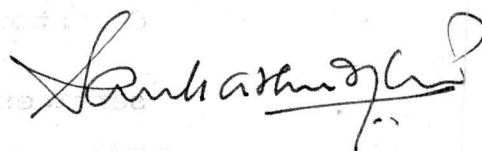
affirmation that what has been stated by me

hereinabove is true to my knowledge and belief

and I believe the same to be true.

Place : Ahmedabad

Date : 2/12/1989.



(Deponent)

(P R S Nair)

Superintending Engineer

Doordarshan Kendra

Thaltej Ahmedabad 380054

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IN THE CENTRAL ADMINISTRATIVE TRIBUNAL, AHMEDABAD

O.A. NO. 488 OF 1989

Shri M.N.Shah. Applicant.

Vs.

Director, DDK, Ahmedabad
and others. Respondents.

REJOINDER TO AFFIDAVIT IN REPLY

I, M.N.Shah, working as Casual General Assistant in the office of the Doordarshan Kendra Ahmedabad, do hereby affirm and state as under:

1. I have been served with the copy of the Reply on behalf of the respondents and I file this Rejoinder in reply thereto. I deny all the averments, contentions and submissions made therein which are contrary to ~~the~~ what is stated in the petition and in the reply filed by Shri B.N.Khambhatta in O.A.No. 492/89. The deponent is put to the strict proof thereof.

2. I say that since common questions of facts and laws arise in the petition filed by Shri Khambhatta and in the present petition, I adopted all the averments, contentions and submissions made by Shri Khambhatta in O.A.No.492/80 except to the extent they are not applicable to my case and the aforesaid O.A. was filed by me without burdening the record by repeating the same contentions averments and by annexing the same documents again, only with a view to avoid the technicality. In the said petition, the

Copy sent to
Mr. J.D. Ajmani
Ad

respondents have filed Reply raising similar objections and contentions as in the present reply. Rejoinder to the reply has been filed in the said O.A.No.492 of 1989 and since all the contentions, averments and submissions have been adopted by me, I also adopt the Rejoinder filed in the said petition in reply to the respondents as similar objections and contentions have been raised in my case by the respondents and hence the said Rejoinder be treated as a part of this petition also, except to the extent it is not applicable to my case, and I need not burden the record by repeating the same contentions and averments.

3. I, therefore, adopt the Rejoinder filed in O.A.No.492 of 1989 and the same be treated as a Rejoinder to the reply filed by the respondents in the present case also.

Ahmedabad;

December 18, 1989

(M.N.Shah)
Applicant.

Reply/Rejoinder/written submissions
filed by Mr. J. J. Ugani /
learned advocate for petitioner/
Respondent with second
Copy served/not served to other side

Di. 22/12/89 By Registrar CAT (J)
Ahmad Bench