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IN THE CENTRAL ADMINISTRATIVE TRIBUNAL
AHMEDABAD BENCH

O.A. No. 135 of 1992
T.A. No.

DATE OF DECISION 15-12-1993

Shri Naresh. M. Makwana Petitioner

Shri P.H. Pathak Advocate for the Petitioner(s)

Versus

Union of India & Ors. Respondent

Shri Akil Kureshi Advocate for the Respondent(s)

CORAM :

The Hon'ble Mr. N.E. Patel

Vice-Chairman

The Hon'ble Mr. K. Ramamoorthy

Member (A)

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 ?

No

(7)

Shri Naresh. M. Makwana,
440/165, Chokshi Chawl,
Rakhiyal Road,
Near Marsden Mill,
Ahmedabad.

..... Applicant

Shri P.H. Pathak

..... Advocate

Versus

1. The Chief Post Master General,
Gujarat Circle,
Navrangpura,
Ahmedabad.

2. The Post Master,
S.T. Stand Main Exchange,
Beharapura,
Ahmedabad - 22.

..... Respondents

Shri Akil Kureshi

..... Advocate

ORAL ORDER

IN

O.A. 135 of 1992

Date:- 15-12-1992

Per Hon'ble

Shri N.B. Patel

Vice-Chairman

The applicant challenges the legality of the order Annexure-A1 whereby his services as Extra Departmental Agent, Beharapura Post Office, have been terminated w.e.f. 28-6-91.

2. There is no dispute about the fact that the applicant was appointed as Extra Departmental Agent since April, 1990 and the reply filed to the O.A. shows that, during the relevant period, that is, from 29-6-90 to 28-6-91, the applicant had put in 342 days' service, and that is, far in excess of 240 days. There cannot, therefore, be any escape from the position that the applicant's employment could have been

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^{only} terminated in consonance with the provision of Section 25F of the Industrial Disputes Act. In other words, the employment of the applicant could not have been terminated without giving him one month's notice or notice pay equivalent to one month's pay in lieu of notice and without paying him compensation as provided for by the said provision. In the present case, there is no dispute about the fact that the applicant was not given notice or notice pay in lieu of notice nor compensation as required by Section 25F of the Industrial Disputes Act. He was terminated w.e.f. 28-6-91 and the order, Annexure-A1, appears to have been served on him on that very day.

3. We have, therefore, no hesitation in holding that ^{the} termination of the applicant is in utter violation of the provision of Section 25F of the Industrial Disputes Act and is liable to be set aside. The applicant must also be held to be entitled to all consequential benefits. Hence the following order.

4. The application is allowed and ^{the} termination of ^{the} service of the applicant as Extra Departmental Agent by Annexure A-1 is hereby quashed and set aside and the respondents are directed to reinstate the applicant in service, on the same terms and conditions on which his appointment was made, with all consequential benefits including payment of back-wages and continuity of employment. The respondents are directed to comply with the order of reinstatement of the applicant within 4 weeks from the date of ^{the} receipt of ^a the copy of this order and the order regarding payment of back-wages within 8 weeks from the date of ^{the} receipt


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^a
of the copy of this order.

No order as to costs.


(K. Ramamoorthy)
Member(A)


(N.E. Patel)
Vice-Chairman.

'pkk'

CENTRAL ADMINISTRATIVE TRIBUNAL
Ahmedabad Bench

Application No. CA/135/92 of 19

Transfer Application No. _____ Old W.Pett No.

CERTIFICATE

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

Dated : 29/12/93

Countersigned :

abha 29-12-93
Section Officer/Court officer

ccclaf
Signature of the Dealing
Assistant