

CENTRAL ADMINISTRATIVE TRIBUNAL
AHMEDABAD BENCH

OA/180/92

Date of Decision: 16.06.2000

Shri Madhusudan Umedram Zaveri : Petitioner(s)

Mr. P.H.Pathak : Advocate for the petitioner(s)

Versus

Union of India & Ors. : Respondent(s)

Mrs. P.Safaya : Advocate for the Respondent(s)

CORAM

The Hon'ble Mr. P. C. KANNAN : MEMBER (J)

The Hon'ble Mr. M.P.SINGH : MEMBER (A)

JUDGMENT

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

ND

DN

1

Shri Madhusudan Umedram Zaveri,
A-2, 139 Vyas, Khadi,
Sultanpura Road, Baroda-1.
Advocate: Mr.P.H.Pathak

: Applicant

Versus

1. Union of India,
Notice to be served through:
Director, Directorate of Census Operations,
Opp.V.S.Hospital,
Ellisbridge, Ahmedabad-6.
2. Dy.Director of Census Operation,
Gitanjali Hall (Gujarat),
Kachhiya Patel Wadi, Siyabag, Baroda. : Respondents

Advocate: Mrs.P.Safaya

JUDGMENT

OA/180/92

Date: 16 -06-2000

Per: Hon'ble Mr.P.C.Kannan

: Member(J)

Heard Mr.P.H.Pathak and Mrs.P.Safaya, learned counsel for both sides.

2. The applicant is a retired employee who has been re-engaged by the respondents as a Checker under the terms of contract as given at Annexure R-2 on a consolidated salary of Rs.1050/- per month for a period of one year with effect from 8.3.91 subject to the provisions of the Contract. The applicant is aggrieved with the action of the respondents in terminating his service by the notice dated 31.12.91 after giving him one month's notice. The applicant has challenged the notice of termination mainly on the ground that it is a clear case of arbitrary of power to victimize the applicant and that his juniors were allowed to work.

PN

3. The respondents in their reply stated that due to decennial Census of India work from February - March there was a need for recruitment of temporary staff on a consolidated salary for attending to certain work pertaining to 1991 Census. The entire work of the department was purely temporary and the applicant was appointed on the basis of contract executed by him (Annexure R-2) . In terms of the Contract, the services of the applicant may be terminated by giving one calendar month's notice in writing given at any time during services under the contract agreement (except during the first six months thereof) (clause (v) of the agreement.) The respondents further stated in their reply that in Gujarat 8 regional tabulation offices were set up for a specified period and for a specified purpose and around 1800 persons were employed for tabulation work. The applicant joined on 8.3.1991. At the time of his recruitment, he was 67 years of age. The respondents stated that his service was terminated in accordance with the terms and conditions of the contract and the applicant is not entitled to get any relief sought for him. The respondents further stated that the regional tabulation office was wound up and the entire staff was disbanded with effect from 30.6.92.

4. Mr.Pathak counsel for the applicant submitted that the applicant was not given one month's notice as required by the contract of employment and that his juniors were continued while the service of the applicant was discontinued with effect from 30.1.92. He, therefore, submitted that the action of the respondent is arbitrary and violative of the provisions of the Constitution and Contract Law .

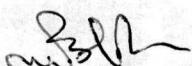
5. We have carefully considered the submissions of both counsel and examined the pleadings. It is not disputed that the respondents appointed a number of persons for tabulation work in connection with the work pertaining to 1991 Census and the entire work is for a limited

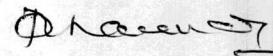
DN

: 4 :

period. The applicant is a retired Govt. servant and has been engaged on a consolidated salary on contract basis. In terms of the contract, the applicant is entitled to a salary of Rs.1050/- per month and the service of the applicant can be terminated by giving one calendar month's notice in writing given at any time during the service under the agreement. The applicant was served with an order on 30.12.91 itself. The applicant in para 3 of his letter dated 27.1.1992 (Annexure A-2) has admitted that he was served with the order dated 31.12.91 in the evening of 31.12.91. In the circumstances, we reject the contention of the applicant that one calendar month's notice was not given to him. We also find that the order of termination of service is in accordance with the terms and conditions of the contract.

6. We therefore hold that the OA is devoid of any merit and accordingly dismissed. No costs.


(M.P. Singh)
Member (A)


(P.C. Kannan)
Member (J)

Ab