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CENTRAL ADMINISTRATIVE TRIBUNAL
CUTTACK BENCH: CUTTACK

ORIGINAL APPLICATION NO. 338 OF 1996
Cuttack this the 20th day of February/03

R.N. Mishra ... Applicant(s)

VERSUS

Union of India & Others ... Respondent(s)

FOR INSTRUCTIONS

1. Whether it be referred to reporters or not ? *MB*
2. Whether it be circulated to all the Benches of the Central Administrative Tribunal or not ? *ARD*

Jaibal
20/02/03
(M.R. MISHRA)
MEMBER (JUDICIAL)

S. N. S.
(B.N. SENGUPTA)
VICE-CHAIRMAN

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CENTRAL ADMINISTRATIVE TRIBUNAL
CUTTACK BENCH : CUTTACK

ORIGINAL APPLICATION NO.338 OF 1996
Cuttack this the 20th day of February/2003

CORAM:

THE HON'BLE SHRI B.N. SOM, VICE-CHAIRMAN
AND

THE HON'BLE SHRI M.R. MOHANTY, MEMBER (JUDICIAL)
...

Rajendra Narayan Mishra, aged about 25 years
Son of Rabinarayan Mishra, resident of
Purba Kochha, PS-Jagatpur, Dist-Cuttack -
at present at Qrs. No. B-4/10, Doordarshan
Staff Colony, PO-Sainik School,
Bhubaneswar-5

... Applicant

By the Advocates

M/s. K.C. Kanungo
B. Rout
S. Behera

VERSUS.

1. Union of India represented through
Secretary, Ministry of Information and
Broadcasting, Shastri Bhavan, New Delhi-1
2. Director General, Doordarshan, Copernicus
Marg, Mandi House, New Delhi-1
3. Director, Doordarshan Kendra, PO-Sainik
School, Bhubaneswar-5, Dist-Khurda, Orissa
4. Superintending Engineer, Doordarshan Kendra,
PO-Sainik School, Bhubaneswar-5,
District-Khurda, Orissa

... Respondents

By the Advocates

Mr. A. K. Bose,
Sr. Standing Counsel
(Central)

O R D E R

MR. B. N. SOM, VICE-CHAIRMAN: This Original Application has
been filed by Shri Rajendra Narayan Mishra challenging the
order of termination of his engagement by Respondent No. 3,
without giving notice.

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2. The plea, as stated in his Original Application applicant is that he was engaged with effect from 5.1.1995 as Clerk-cum-Typist on casual basis, in the Office of Respondent No.3, on daily remuneration of Rs.50/- . His engagement was terminated on 1.3.1996, when Respondent No.3 orally directed him not to resume his duty. The applicant had submitted repeated representations to the Respondents, but without any effect and that although a number of sanctioned posts of Typists were lying vacant, he was not regularised. He also alleged that persons junior to him were engaged by the Respondents in News and General Administration Section even after termination of his service. Aggrieved by this discriminatory treatment meted out to him, the applicant has approached the Tribunal to call for records and direct the Respondents to reengage him as casual Clerk-cum-Typist till regularisation of his service.

3. The Respondents have in their counter denied all the allegations. They have stoutly refuted that any was ever casual worker engaged against any sanctioned post. From time to time the Respondents had engaged casual workers to carryout certain short duration work. It was to meet such requirements of the office that the applicant was engaged for short duration during January, 1995 to February, 1996 and that since no work was available with effect from 1.3.1996, the casual engagement of the applicant was dispensed with. Further that with induction of new technology in Door Darshan Kendras and computerisation of the offices of the Door Darshan Kendra, Bhubaneswar,

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the posts of Typists are not in existence and hence, the question of regularisation of service of persons like that of the applicant would not arise.

4. We have also heard Shri K.C.Kanungo, the learned counsel for the applicant and Shri A.K.Bose, the learned Sr.Standing Counsel for the Respondents and perused the records.

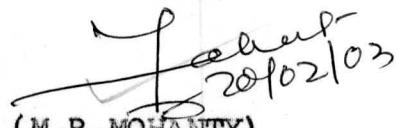
5. Shri Kanungo, during argument, submitted that Respondents, by terminating the service of the applicant from 1.3.1996 violated the principles of natural justice, because, he was not served with notice nor was he afforded with an opportunity of being heard. We have examined this point very closely, but found that non renewal of employment of casual nature or termination of engagement of this type does not amount to retrenchment. This view was also held by Punjab & Haryana High Court in the case of Zilla Parishad Fatehgarh Sahib vs. Presiding Officer, Labour Court, Patiala reported in 2000 (6) SLR 173. It was further held that services terminated because of non renewal of contract falls within the purview of Sections 2(oo) and 2(hh) of the Act and such termination did not amount to retrenchment.

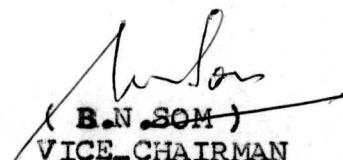
Be that as it may, from the facts and circumstances of the case, it appears that the applicant not has/been engaged by the Respondents because of non-availability of work of any contingent nature. The learned counsel for the applicant made a fervent appeal that should there be any occasion requiring engagement of casual worker arise in Door Darshan Kendra, Bhubaneswar, the applicant

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may be given preference. Shri A.K.Bose, the learned Senior Standing Counsel, responding to this plea submitted, there was very dim possibility. In view of the facts and circumstances of the case, we feel, the ends of justice will be met, if the Respondents would consider engagement of the applicant as and when there would be requirement of casual worker in their office, subject to the suitability and availability of the applicant.

With this observation, we dispose of this Original Application, leaving the parties to bear their own costs.


20/02/03
(M.R. MOHANTY)
MEMBER (JUDICIAL)


(B.N. SOM)
VICE-CHAIRMAN

Bjy/