

CENTRAL ADMINISTRATIVE TRIBUNAL
CUTTACK BENCH: CUTTACK

OA No. 663 of 2011

Cuttack, this the 28th day of August, 2012

Bandita Mishra Applicant
Versus
Union of India & Others Respondents

ORDER

CORAM

THE HON'BLE MR.C.R.MOHAPATRA, MEMBER, (ADMN.)

And

THE HON'BLE MR.A.K.PATNAIK, MEMBER (JUDL.)

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The relief sought in this OA is as under:

- "i. To quash last sub para of para 1 of Annexure-A/3;
- ii. To direct the Respondents to pay Rs.18000 instead of Rs.11770 as monthly remuneration;
- iii. To direct the Respondents to allow the applicant to continue in her job for a period of 179 days or till a regular incumbent joins which ever is earlier;
- iv. To direct the respondents to consider her case for regular appointment;
- v. And pass any other order as this Hon'ble Tribunal deems fit and proper in the interest of justice;
- vi. And for which act of your kindness the applicants as in duty bound shall ever pray."

2. Respondents' case, in their counter filed in this OA on 14th December, 2011, is that an advertisement was issued in the daily Odia News paper by Navodaya Vidyalaya Samiti to fill up various posts of PGT/TGT on contractual basis by the Deputy Commissioner, Navodaya Vidyalaya Samiti (RO), Bhopal. The Applicant participated in the



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interview conducted for the above purpose and came out successful. Thereafter applicant having understood the contents signed the agreement and joined her duty on 02.09.2011 in JNV, Konark, Dist.Puri. Ms.Suchismita Sahoo, regular incumbent, on return from leave and joining duty on 30-09-2011, the contractual engagement of the applicant was terminated w.e.f. 01-10-2011 vide order dated 26-09-2011. It has been submitted that the Applicant is without B.Ed Degree and having graduation with 60% marks and above. She was engaged on contract basis under non B.Ed category with remuneration of Rs.5, 500+114% DA =.11, 770.00 and the same was reflected in the agreement also. Hence it has been submitted by the Respondents that in view of the above, the Applicant is not entitled to the relief claimed in this OA.

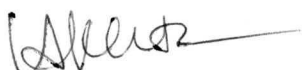
3. Having heard learned Counsel for both sides perused the materials placed on record.


4. We find that the appointment of the applicant was based on the specific understanding that the appointment is for 179 days or till the regular incumbent joins the post in question. The regular incumbent joined her duty on 30.09.2011. Accordingly, the engagement/appointment of the applicant was terminated (as per the conditions stipulated in the advertisement as also in the agreement) w.e.f. 01.10.2011 and as such we do not find any fault in regard to the termination. Accordingly, the prayers of the Applicant to quash last sub para of para 1 of Annexure-A/3, to direct the Respondents to allow the applicant to continue in her



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job for a period of 179 days or till a regular incumbent joins which ever is earlier and to direct the respondents to consider her case for regular appointment are held to be without any merit.

5. At the same time we do not find any force on the Respondents' stand that as engagement of the applicant on contract basis under non B.Ed category she was paid lesser scale of pay than what was mentioned in the advertisement. The Respondents are bound by the conditions stipulated in the advertisement. There was no such condition that non B.Ed category employees will receive lesser pay. The conditions in the agreement beyond what was provided in the advertisement cannot have any binding effect. In view of the above, the Respondents are directed to calculate and pay the differential amount between what was provided in the advertisement and the actual paid to her within a period of thirty days from the date of receipt of copy of this order. With the aforesaid observation and direction this OA stands disposed of. No costs.


(A.K. Patnaik)
Member(Judicial)


(C.R. Mohapatra)
Member (Admn.)