

CENTRAL ADMINISTRATIVE TRIBUNAL
CUTTACK BENCH, CUTTACK

O.A.No.849 of 2016

Cuttack this the 2nd day of December, 2016

CORAM

HON'BLE SHRI A.K.PATNAIK, MEMBER(I)

Uma Charan Das, aged about 56 years, S/o. late D.K.Das, Retd.HAV/Dr. of AMC and now working as Ambulance driver at ECHS, Bramhapur Polyclinic, Ganjam - residing at Bhakta Salabeg Nagar, PO-Bahadur Petta, PS-Gopalpur on sea, Dist-Ganjam

...Applicant

By the Advocate(s)-Ms.P.Nayak
K.Mohanty

-VERSUS-

Union of India represented through:

1. The Secretary, Ministry of Defence, At-101A South Block Building, New Delhi
2. Managing Director, Central Organisation ECHS, Head Quarter of MOD (Army), Adjutant General's Branch, At-Mandi Lines, Delhi Cantt-110 010
3. Director, Regional Centre ECHS, Ranchi, At-near Sainik Theatre, Ranchi University, PO-Ranchi-834 008, Army:5074
4. Station Commander, ECHS, For OIC ECHS Cell, At-Station Head Quarter, Gopalpur, PIN-900 403 C.o. 99 APO
5. Officer-in-Charge, ECHS Polyclinic, Bramhapur, At-Barrick Street, Gandhinagar, PO-Bramhapur, Dist-Ganjam, PIN-760 001

...Respondents

By the Advocate(s)- Mr.J.K.Nayak

ORDER(Oral)

A.K.PATNAIK, MEMBER(I):

Applicant claims to have been working as Ambulance Driver at ECHS Polyclinic, Bramhapur on contractual basis



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consequent upon an agreement made by him with the President of India represented through the respondent-authorities. He has moved this Tribunal being aggrieved by the order of non-recommendation of renewal of contractual appointment. In the circumstances, he has sought for the following relief.

- i) To quash the order under Annexure-5 passed by the Respondent No.4
- ii) To direct the respondent no.5 to recommend the name of the applicant for renewal of his contractual employment from 9.12.2016 to 8.11.2017 and Respondent No.4 to approve the same as per the guideline and allow him to continue till the age of superannuation.

2. Facts in brief are that applicant after his retirement from Army Medical Corps as HAV/Driver had been appointed as Nursing Assistant at Ex-Serviceman Contributory Health Scheme (ECHS) in Polyclinic Bramhapur on contractual basis for a period of 12 months with effect from 15.01.2005, consequent upon an agreement made by him with the President of India represented through Respondent No.4. As per the agreement, applicant was made to understand that his appointment would be for 12 months initially and thereafter, renewable for 12 months at a time subject to attaining the maximum age, i.e., age of superannuation as prescribed by the government of India, Ministry of Defence letter dated 22.9.2003 and as per the condition of agreement, fresh contract will be executed in each renewal. It is stated that applicant continued for 11th tenure and while continuing as such, he had applied on

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30.9.2016 for extension of his contractual service with effect from 9.12.2016 to 8.11.2016. However, res.no.5 did not recommend his name only on the ground that the applicant had completed maximum age limit of 55 years and was going to complete 11th tenure of contractual service. Hence, this Original Application seeking relief as referred to above.

3. I have considered the rival submissions on the question of admission. On a reference being made to A/1 dated 02.10.2014 on the subject ***"Tenure of Contractual Employees at ECHS Polyclinics"***, in Paragraph-4(a) it is has been stipulated that ***OIC Polyclinics in and around large cities/military station where adequate number of retired officers are available :- normal tenure of three years, extendable upto a maximum of five years.***

4. As admitted by the applicant in the O.A., he having entered into agreement from time to time, continued to work on contractual appointment for the 11th tenure. Therefore, it goes without saying that applicant has continued on contractual work for a period more than the maximum extendable period of five years, as per the tenure of contractual employees at ECHS Polyclinics. Viewed from this angle, applicant does not have any subsisting right to claim extension of further period of contractual appointment beyond the maximum period as stipulated. It is to be noted that applicant's grievance in this O.A. is not directed against any appointment, compassionate



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appointment or pension or family pension, or where the respondents have violated any of his conditions of service, as the case may be, within the scope and meaning of A.T. Act and Rules. Therefore, applicant being a contractual employee cannot be said to be a holder of civil post in connection with the affairs of the Union, and therefore, his grievance that the respondents by transgressing the letter of law are going to appoint some other person in his place on contractual appointment is out of place and hence, does not stand to reason.

5. For the reasons discussed above, the O.A. is held to be not maintainable and accordingly, the same is accordingly, dismissed. No costs.


(AK.PATNAIK)
MEMBER(J)

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