

CENTRAL ADMINISTRATIVE TRIBUNAL
CALCUTTA BENCH

O.A. No.875 of 1996

Present : Hon'ble Mr. D. Purkayastha, Judicial Member

Hon'ble Mr. M.P. Singh, Administrative Member

Sm. Sudipa Das, D/o Sri Mihir Kumar Das , worked as a Lady Supervisor in the Office of the Regional Director, Sports Authority of India, Netaji Subhas Eastern Centre, Salt Lake City Calcutta-700 091, residding at 42/B, South Sinthee Road, Calcutta-50

... Applicant

VS

For the Applicant : Mr. G. Bhattacharjee, counsel

For the Respondents: Mr. S.K. Dutta, counsel

Heard on 12.01.2001 & 15.01.2001 : : Date of order: 15.01.2001

O R D E RD. Purkayastha, JM

The question before us for decision is whether the applicant is entitled to get the benefit of regularisation of her service as casual lady Supervisor in Group 'C' category on the basis of the appointment letter dated 14.6.94, Annexure 'B' to the application. According to the applicant, since she worked for more than 500 days with break in service, she is entitled to get the benefit of the scheme for regularisation applicable to Group 'D' post. But Mr. Dutta, learned advocate appearing on behalf of the respondents contended that the scheme of regularisation in respect of Group 'D' has no manner of application to Group 'C' post, though the respondents have taken the steps to regularise the service of the casual employees.

2. We have gone through the records and we find that the applicant has been appointed on contractual basis by a letter dated 14.6.94, Annexure 'B', as lady Supervisor for a period of six months with effect from 17.6.94. Admittedly, the post is a Group 'C' post. We have gone through the recent decision of the Hon'ble Apex Court in the case of Council of Scientific &

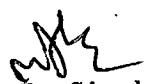
Industrial Research & others vs. Dr. Ajay Kumar Jain, reported in 2000(3) AISLJ 339. In para 19 of the said judgment the Hon'ble Apex court stated as below :

"We may refer to a decision of this Court which was rendered in somewhat similar circumstances. In Director, Institute of Management Development, U.P. v. Smt. Pushpa Srivastava, JT 1992 (4)SC489, the respondent was first appointed as Research Executive on a consolidated fixed compensation of Rs.1,250/- per month on contract basis for a period three months. It would specifically stated in the order that the appointment was purely on ad hoc basis. Appointment of the respondent continued on various posts like Training Executive or Executive on different emoluments but always on ad hoc basis. Before the expiry of the last period for which the appointment was made the respondent filed writ petition in the Allahabad High Court seeking regular or permanent appointment. She succeeded. High Court directed that she may be taken back on duty on the post hitherto held by her and that her services be regularised within a period of three months. On appeal filed in this Court, both the parties referred to relevant rules governing service conditions of the employees of the appellant in support of their respective contentions. Appellant referred to the office letter dated January 9, 1990 by which the respondent was appointed which stated that "with effect from the date of joining Smt. Pushpa Rani Srivastava is appointed on a consolidated fixed pay of Rs.2400/- per month on contract basis for a period of six months in the Institute. The appointment of Smt. Srivastava is purely on ad hoc basis and terminable without any notice." On that basis it was submitted that Pushpa Rani was appointed on contractual basis on a consolidated pay and duration of appointment was six months. The appointment was purely on ad hoc basis and was terminable without any notice. After examining the various contentions this Court held that the directions given by the High Court were not valid. It said that the appointment was purely ad hoc and on contractual basis for a limited period. Therefore, on the expiry of the period of six months the right to remain in the post comes to an end. Thus viewed, which this Court said was the only view, judgment of the High Court was set aside."

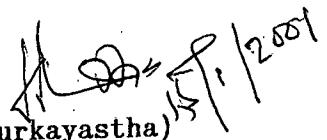
We have gone through the letter of initial appointment of the applicant. Here we find that the applicant has been appointed as a Lady Supervisor on contract basis with effect from 17.6.94 for a period of six months from the date of her reporting for duties at SAI Sports Hostel, Calcutta. It has been specifically mentioned that she will be paid consolidated pay of Rs.750/- per month as per contract and she has to live with the girls in the Hostel round the clock. This offer does not give any guarantee

for extension of contract on expiry of six months. Further she shall not have any claim for employment in SAI on regular basis in future on the strength of this officer of employment. So, on the face of the letter we find that the applicant stands on employment on contract basis. Therefore, she is not entitled to get any benefit on the basis of the appointment letter, though she claimed benefit of the same ~~and~~ which has been denied by the respondents. Hence the applicant has no right to regularisation without going through the employment procedure in accordance with the recruitment rules. If the recruitment rules permits she can seek appropriate relief on the basis of her appearance in the selection test and if she ultimately succeeds in the selection test and if she is otherwise eligible, she can get regular appointment. Otherwise she has no claim.

3. In view of our findings made above we do not find any merit in the application. As such we dismiss this application without passing any order as to cost.


(M. P. Singh)

MEMBER (A)


(D. Purkayastha)

MEMBER (J)