

IN THE CENTRAL ADMINISTRATIVE TRIBUNAL

LUCKNOW Bench

Original Application No.383 of 1992.

this the day of 29th, March, 1996.

HON'BLE MR. S. DAS GUPTA, MEMBER (A)

HON'BLE MR. D.C. VERMA, MEMBER (J)

Sri. Krishan aged about 24 years son of,
Gaya Deen resident of Village-Mahamoodpur,
Post Office Bhithauli P.S. Mishriktha, Distt.
Sitapur.

Applicant.

By Advocate:-M.P. Yadava.

Versus.

Union of India through Secretary of Defence,
New Delhi.

2. Union of India through its Deputy,
Director, Military Form head quarter,
Central Command, Lucknow.

3. Form Officer /officer-in-charge,
Military Form, Sitapur.

... Respondents.

By Advocate;- Sri. Sunil Sharma.

ORDER (C.M.L)

By Hon'ble Mr. S. Das Gupta, A.M.

This case was filed Under Section-19
of the Administrative Tribunal Act, 1985. In this
case the applicant has sought a direction to the
Opposite parties to treat the applicant in continuous

service and allow him to work and pay the salary. It has also been prayed that the respondents be directed to treat the applicant to be regularised, and not to give effect to the oral termination from service dated 1.1.1991.

2. The averments in the O.A. that the applicant was employed on 1.7.1976 as Choukidar and he continuously worked up to 31.12.1990. Thereafter his services were terminated without giving any notice or retrenchment compensation as provided for in the Industrial Dispute Act. Now for the relief aforementioned and the ground, the oral termination of his services on 1.1.1990 is illegal, arbitrary and is violation of the provision of the Industrial Dispute Act, 1947.

3. The respondents have filed a Counter-Affidavit and it has been stated that the Military Farm is an agricultural farm in which harvesting and cultivation is done with the help of daily wagers, who are engaged for irrigation, making of ridges, carting of farm yard manure etc. It has been stated that the applicant was engaged as daily wager for limited period, when need arose during the period between November 1987 to 30.6.1990 for a total period of 331 days. During the work in different capacity like Irrigation Mazdoor, Choukidar, etc.

W.C.

System etc, it is the contention of the respondents that the applicant has not completed 240 days in a calendar year, the termination of his services is not in violation of U.S. Industrial Dispute Act, 1947.

4. We have also asserted that no junior to the applicant has been regularised in service. The applicant has filed a R.A. annexing the chart which indicates that the applicant have worked in July 1986 for a total period of 750 days.


5. We have heard the learned counsel for both the parties and have perused the records. There is no denial that the applicant services were terminated in January 1981, while the applicant contends that such termination was in violation of the Industrial Dispute Act, 1947. The respondents have stated that the applicant did not complete 240 days in a calendar year, there was no such violation of the Industrial Dispute Act, 1947. The applicant have nearly averred that the Military Form is an Industry within the meaning of the Form defined in the Industrial Dispute Act, 1947.

6. The assertion of the respondents is that the applicant did not complete 240 days in a calendar year, has not been effectively rebutted by the applicant, dealing with the view that the applicant have worked for a total period of 750 days as indicated in the chart annexed to the R.A., does not establish that the applicant has worked for 240 days in a calendar year. Therefore,

the provision of section 47 of the Industrial
 Dispute Act, which is section 26-2, has not been
 established. The other ground that the juniors of the
 applicant have been regularised in service has also
 been rebutted by the respondents. The applicant has
 not given any details of the juniors who are alleged
 to have been regularised. Thus, in view of the circum-
 stances as indicated in the pleadings, we are not sati-
 sified that any case has been made-out. The case lacks
 merits and is dismissed accordingly.

No order as to costs.


 Member (J)


 Member (A)

Dated:-29.3.96.
 Lucknow.
 a.k.