

**CENTRAL ADMINISTRATIVE TRIBUNAL
LUCKNOW BENCH, LUCKNOW**

Original Application No.218/2006

Reserved on 19.11.2013.

Pronounced on 2nd. December

Hon'ble Mr. Navneet Kumar, Member (J)

Hon'ble Ms. Jayati Chandra, Member (A)

Pramod Kumar Singh, aged about 28 years S/o Sri Lal Mani Singh,
R/o Behta, P.O. Aaspur Deorara, Distt. Pratqapgarh.

-Applicant.

By Advocate: Sri A.P. Singh.

Versus.

1. Union of India, through the Secretary, Ministry of Communication, Depart.
2. Senior Superintendent of Post Offices, Distt. Pratapgarh.
3. Sub Divisional Inspector, Post Office, Patti Division, Pratapgarh.

-Respondents.

By Advocate: Sri G.K. Singh.

ORDER

Pre Ms. Jayati Chandra, Member (A).

The present Original Application has been filed by the applicant under Section 19 of the Administrative Tribunals Act, 1985 with the following relief(s):-

(a). to issue/pass an order or direction setting aside the impugned oral termination order dt.31.3.2005 passed by the respondent No.3 and direct time to reinstable the petitioner against a vacant post of G.D.S. Runner, Deosara with all consequential benefits till the regularly selected candidates joined on the post in question.

(b). issue/pass any other order or direction which this Hon'ble Tribunal deem fit in the present circumstances of the case.

(c). allow this application with cost."

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2. The facts of the case are that the applicant was posted as G.D.S. Delivery Agent, Deosara, District Pratapgarh vide appointment letter dated 14.07.2003 in place of regular G.D.S., Devsara, Sri Rajendra Prasad Singh, who was given the charge of G.D.S. Runner as per local arrangement. His services were continued from time to time as G.D.S. Delivery Agent upto 31.01.2005. Thereafter, he was appointed as G.D.S. Runner, Deosara, on a clear vacant post. However, the Respondent No.3 illegally terminated the services of the applicant orally w.e.f. 31.3.2005, intending thereby to appoint some other person of his choice on the said post. Thereafter, the applicant has submitted several representations dated 15.05.2005, 12.07.2005, 18.10.2005 and 11.12.2005 before the Respondent No.2 against the illegal action of Respondent No.3. Since, no action has been taken by the Respondents No.2 on his previous representations, the applicant also made a reminder dated 25.02.2006 requesting therein for taking suitable action in the matter and to permit the applicant to work on the post of G.D.S. Runner, Deosara, but the respondents have not paid any heed. As his representations were not disposed of, he was forced to file the present O.A.

3. The respondents have refuted the claim of the applicant by filing a Counter Reply stating therein that the appointment of the applicant on the post of G.D.S. Delivery Agent, Deosara was as substitute for a short period as the original incumbent was asked to look after some other job. This was done purely as a local arrangement and on the personal risk and responsibility of Sri Rajendra Prasad Singh, G.D.S., Delivery Agent, Aspur Deosara.

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The various copies of orders engaging the applicant as G.D.S. Delivery Agent, Deosara have been mentioned in para-2 of the counter reply. Finally, he was engaged on a purely temporarily basis for three months on the post of G.D.S. Runner, Deosara by order dated 31.01.2005 (Annexure-3). As the order was for a specified period and also stated that this arrangement could cease on expiry of the three months. No separate termination order was required to be passed.

4. The applicant filed Rejoinder reply reiterating his earlier statements and particularly the fact that the post of G.D.S. Runner is still available on the date of filing of the rejoinder reply i.e. 14.03.2007 and no regular appointment has been made. During the course of hearing the learned counsel for the applicant has cited the judgment delivered by **Hon'ble High Court of Allahabad (Lucknow Bench) in the case of Radhey Shyam Vs. State of U.P. & Others reported in LCD 2001 (19) -1049** wherein it was held that the oral termination of a person appointed by written appointment letter is illegal and that his services could not be terminated without passing a written reasoned order.

5. We have heard the learned counsel for both the parties and perused the entire material available on record.

6. It is an admitted fact by both the parties that he was initially engaged as substitute for the post of G.D.S. Delivery Agent, Deosara for 90 days by appointment order dated 14.7.2003. It is clearly mentioned in the body of the order that his engagement is purely temporary and for the period of 90 days. Thereafter, it was

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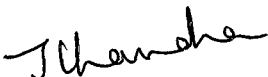
periodically extended by fresh orders dated 13.11.2003, 24.3.2004, 17.5.2004, 10.08.2004 wherein it was clearly indicated that he is working as substitute in place of one Sri Rajendra Prasad Singh and on the personal risk and responsibility of Rajendra Prasad Singh, who is asked to work on a different post. The order dated 31.03.2005 is a separate order for the different post i.e. for G.D.S. Runner, Deosar. This order clearly says that the life of the order is for three months. It also says that this arrangement can be terminated after a period of three months. It is therefore clear that the respondents were not required to give any separate termination order but was required to be given fresh appointment order or an order extending the tenure of the order dated 31.3.2005. The termination order is required to be passed when an appointment order has been made for the natural term of an employee till his retirement/resignation. No such termination order is required when a specific period has been mentioned as 90 days, as in the present case of the applicant. The citation provided by the learned counsel for the applicant is of no help in the present case as the appointment made in the cited case was after the regular selection process had been held and one applicant from the select list was also given appointment. The applicant of the present case was appointed as a substitute. In this case there is nothing to show that the applicant was selected on a regular basis from a field of similarly situated applicants. Moreover initially he was appointed as a substitute on the post of G.D.S. Delivery Agent (वितरक). He has not made any claim on this post due to non-joining of the regular person, Rajendra Prasad Singh. In the

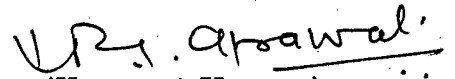
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case cited, the aggrieved person had continued to hold the post as a substitute and the regular employee never came back.

7. In this case, as per the sequence of orders produced and by him own statements, the applicant was given temporary appointment on the post of G.D.S. Runner (रनर) for 3 months. This arrangement was purely temporary. The **Hon'ble Supreme Court in Poorwamy M Vs. U.O.I. 1978 (2) SLR 334**, held that an appointment made on an ad-hoc, stop-gap, temporary basis does not confer an indefeasible right on the holder of the post to hold the post.

8. In view of the above, we find that this O.A. has no merits and is liable to be dismissed and is accordingly dismissed. No order as to costs.


(Ms. Jayati Chandra)
Member (A)


(Navneet Kumar)
Member (J)

Amit/-