

CENTRAL ADMINISTRATIVE TRIBUNAL

PATNA BENCHO.A.NO.: 629 OF 2005[Patna, this *Two day*, the 29th Day of August, 2006]

.....

C O R A M

HON'BLE SHRI JUSTICE P.K.SINHA, VICE-CHAIRMAN.

HON'BLE SHRI S.N.P.N.SINHA, MEMBER [ADMN.].

.....

Dr. Shashi Bhushan Prasad, son of Shri Mukh Lal Sao, C/o Ram Baran Sah,
resident of mohalla – Nehru Tola, P.O.: Begampur, Patna City, Distt.: Patna.

.....APPLICANT.By Advocate :- Shri S.D.Jha.

Vs.

1. Union of India through the Commissioner, Jawahar Navodaya Vidyalaya Samiti, New Delhi.
2. The Dy. Commissioner, Navodaya Vidyalaya Samiti, Regional Office, Boring Road, Patna.
3. D. Shyam Prakash, Principal, Jawahar Navodaya Vidyalaya Samiti, Kharoonadih, Muzaffarpur.

.....RESPONDENTS.By Advocate :- Shri G. K. Agarwal, ASC.O R D E R

Justice P. K. Sinha, V.C.:- The applicant vice Annexure-5 was offered appointment to the post of PGT [Biology] on contractual basis upto March, 2006 w.e.f. 11.07.2005 or till a regular incumbent joined, whichever was earlier, on a consolidated salary with DA. He was directed to report to the Principal, Jawahar Navodaya Vidyalaya [for short, JNV], Muzaffarpur.

2. Thus, the applicant joined the post so offered on contractual basis. From the written statement of the respondents it will appear that a contract was entered into in-between the applicant ^{on} one hand and the Principal,

\$.
.


of the JNV, Muzaffarpur on the other, as per terms of which the contract was to be automatically terminated, unless extended beyond, 31.03.2006. Para 2 of the contract stated as follows :-

“This contract can be terminated by either party by given one month's notice or ones [sic] remuneration in lieu of the notice for such termination of the contract no reason would need to be communicated. One's [sic] the notice has been given the contract will automatically be stand terminated at the expiry of the notice period.”

The Principal, as per clause 7 of the Contract could terminate the contract before expiry of the said period, after taking approval from the Deputy Director, Navodaya Vidyalaya Samiti, Patna in case his work was not found satisfactory or his conduct was found unbecoming of a Government servant, as well on some other grounds.

3. It will then appear that vice Annexure-7 the Principal of the JNV, Muzaffarpur issued a warning letter dated 20.07.2005 stating therein that the students had complained, as also it appeared from the observation of the Principal, that the applicant's teaching was not effective and he was not able to make the concept clear to the students, leading to desperation amongst the students, ^{as also} also creating a chaos in the classroom. The applicant was instructed to improve his performance at the level of students' satisfaction within a month failing which his services would be terminated.

Annexure-8 is a complaint signed by the students against the applicant.

4. Vice Annexure-9, dated 18.08.2005, in continuation of Annexure-7, the services of the applicant/contract ^{were} terminated w.e.f.

Handwritten signature

21.08.2005, since the applicant had failed to improve his performance.

5. This, therefore, is a case in which the applicant was working under a contract up to a particular period but, in the meantime, he had received a warning letter asking him to improve his performance in the classroom and, after expiry of the warning period as per terms of contract, his services were terminated, thereby rescinding the contract. As per terms of contract the respondents were not obliged to give any reason for the termination of the contract.

6. The applicant came up before this Tribunal with prayer that the termination order issued by the Principal of the JNV, Muzaffarpur was without jurisdiction which be quashed. Second prayer was that illegal assets accumulated by the Principal should be enquired into by the CBI. The next prayer was to award heavy cost against the Principal aforesaid.

7. The respondents have pointed out that under Annexure-R/2 to the written statement the Navodaya Vidyalaya Samiti had issued a general letter to all the Principals under Patna Region authorizing them to appoint teachers on short time/long term contractual basis. Therefore, it was argued that the Principal having been endorsed with the job of appointing a teacher, on short term, on contractual basis, he was perfectly competent to terminate the services after giving notice to him.

8. When confronted with this position, the learned counsel for the respondents submitted that under orders of a Bench of this Tribunal dated 22.09.2005 interim stay was granted against his termination. It ^{was also} submitted that he had continued till 30.04.2006 [well beyond the initial contractual

B. M. S.

period] under the shadow of the interim stay and now he was working at Kolkata, JNV. Learned counsel submitted that he would now confine his prayer to payment of arrears of pay and emoluments for the period from 21.08.2005 to 06.11.2005 during which period he was not allowed to work. The learned counsels also agreed that for non-compliance of the Tribunal's order a contempt petition was also filed which stands disposed of.

9. Since the applicant was removed from service as per terms of the contract after giving him notice to improve himself within a month, it is not possible to hold that the termination was illegal, or not in terms of the contract.

10. After the order for interim stay was passed it appears that, for some reason, for some time the applicant could not join that post which he could join, as it appears from the arguments, on 07.11.2005.

11. One can be granted emoluments only for the period for which he has worked. If his services had been terminated illegally, he might have been entitled to the emoluments of the interim period. But since it does not appear that he was illegally removed from service, it is not possible to allow him emoluments for the period he had not worked as PGT. There is no complaint about not receiving the salary after he had re-joined after order of this Tribunal dated 22.09.2005.

12. It may be mentioned here that the learned counsel for the respondents has pointed out that the order of the Tribunal was received late and there had also been holidays during the month of October but the respondents had honoured the interim order of the Tribunal after the receipt of

BNG

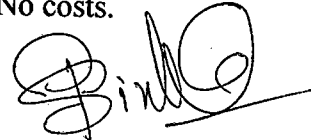
the same.

13. In the aforesaid circumstances, we do not find that the applicant is entitled to the salary for the period, as aforesaid, to which relief alone this application has been confined by the applicant.

14. This application, therefore, is dismissed. No costs.



[S. N. P. N. Sinha]/M[A]



[P. K. Sinha]/VC

skj.