

IN THE CENTRAL ADMINISTRATIVE TRIBUNAL
PATNA BENCH, PATNA

O.A. No. 432 of 2005

Date of order : 28th May 2005.

C O R A M

Hon'ble Mr. Shankar Prasad, Member(A)
Hon'ble Ms. Sadhna Srivastava, Member(J)

Santosh Kumar Sinha, son of Sri Surya Narain Prasad, resident of house of Sri Bishnu Prasad, ADM (Retd.), near Police Chawki, Chandmari Road, Kankarbagh, Patna- 800020.

...Applicant.

By Advocate : None.

Vs.

1. The Union of India, through the Secretary, Human Resources Development, Department of Education, Govt. of India.
2. The Commissioner, Navodaya Vidyalaya Samiti, Indira Gandhi Stadium, Near I.T.O., New Delhi- 110002.
3. The Deputy Director, Navodaya Vidyalaya Samiti, Regional Office, Boring Road, Patna-13.

..... Respondents.

By Advocate : Shri G.K. Agarwal.

O R D E R

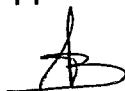
Ms. S. Srivastava, M[J] :- The applicant is aggrieved by the action of the respondent No. 3 ^{be} relieving him from the post of Computer Operator w.e.f. 12.01.2005 vide order dated 6.1.2005 (Annexure A/10) on completion of



the contract period.

2. The facts are that the applicant was initially appointed w.e.f. 2.6.99 on daily wage in the Navodaya Vidyalaya Samiti (NVS in short) on the post of Computer Operator at its Regional Office, Patna for 89 days (Annexure A/1). Taking into consideration the nature of work and regular requirement of a post of Computer Operator for Regional Officer, Patna, the competent authority has sanctioned engagement of a Computer Operator on contract basis against a vacant post of Upper Division Clerk (Annexure A/5). The applicant was engaged again as contract Computer Operator for a period of one year. The appointment was governed by a contract agreement reduced in writing (Annexure A/6). The contract provided that it will automatically stand terminated unless extended before the date of expiry. It also provided that the same could be terminated by either party by giving one months' notice or one months' remuneration in lieu of the notice. It further provided that no reason need to be provided for such termination. The applicant was again engaged vide letter dated 13.01.2004 on a consolidated salary of Rs. 6080/- for one year. However, the said engagement has been terminated on completion of one year w.e.f. 12.01.2005 (Annexure A/10).

3. The only question for our adjudication is whether the disengagement of the applicant is illegal or irregular. It is clear that the applicant was governed by contract and not by statutory rules. Therefore,



the question is to be decided with reference to the terms of the contract filed on record as Annexures A/6 and R/1.

4. Para 1 of the said documents mentioned that the contract can be terminated by either party and this contract was only for one year. Therefore, we need not enter into other facts as pleaded by the applicant and respondents. Whatever be the circumstances, the Dy. Director, NVS was competent under the terms of the contract to put to an end to the service of the applicant. Therefore, on completion of one year of contract, the Dy. Director, NVS has rightly issued the order dated 6.1.2005. We do not find any ground to interfere in the matter. Therefore, the OA is liable to be dismissed and, accordingly, the same is dismissed without any order as to costs.


[Ms. Sadhna Srivastava]
Member[J]


[Shankar Prasad]
Member[A]

srk.