

(105)

Central Administrative Tribunal

HYDERABAD BENCH : AT HYDERABAD

O.A. No. 657/89

Date of Decision : 18-6-92

T.A.No.

S. Obulu Reddy and four others

Petitioner.

M. Chandra Sekhar Reddy

Advocate for the
petitioner (s)

Versus

The Chief Engineer ISRO, Bangalore &
The Construction Engineer, SHAR, Nellore

Respondent.

N. Bhaskar Rao

Advocate for the
Respondent (s)

CORAM :

THE HON'BLE MR. P.C. JAIN, MEMBER(ADMN.), PRINCIPAL BENCH

THE HON'BLE MR. C.J. ROY, MEMBER(JUDL)

1. Whether Reporters of local papers may be allowed to see the Judgment? *yes*
2. To be referred to the Reporter or not? *yes*
3. Whether their Lordships wish to see the fair copy of the Judgment? *m*
4. Whether it needs to be circulated to other Benches of the Tribunal? *m*
5. Remarks of Vice Chairman on columns 1, 2, 4
(To be submitted to Hon'ble Vice Chairman where he is not on the Bench)

(C J ROY)
M(J)

(PC JAIN)
M(A)

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IN THE CENTRAL ADMINISTRATIVE TRIBUNAL : : HYDERABAD BENCH
AT. HYDERABAD

OA.657/89

Date of decision : 18-6-1992

Between

1. S. Obulu Reddy
2. I. Christopher
3. K.P. Pancharathnam
4. Shaik Masthan Saheb, and
5. Shaik Mohammed Akbar

: Applicants

and

1. The Chief Engineer
ISRO, Headquarters
Bangalore
Karnataka State
2. The Construction Engineer
SHAR Centre, Sriharikota
Nellore Dist. A.P.

: Respondents.

Counsel for the applicants

.. M. Chandrasekhar Reddy
Advocate

Counsel for the respondents

.. N. Bhaskar Rao
Central Govt. Standing Counsel

CORAM :

HON. Mr. P.C. JAIN, MEMBER(ADMN.), PRINCIPAL BENCH

HON. Mr. C.J. ROY, MEMBER(JUDL.)

(Order of the Division Bench delivered by Hon.Mr.P.C. Jain,
Member (Admn.)

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Proxy counsel for Mr. M. Chandra Sekhar Reddy, counsel for the applicant present. Mr. Naram Bhaskar Rao, counsel for the respondents is present. Heard both at length.

2. All the five applicants in this OA were engaged as Security Guards 'A(W/C) in a temporary work charged capacity in Civil Engineering Division, Department of Space, SHAR, on initial pay of Rs.775/- p.m. in the pay scale of Rs.775-1025 on the terms and conditions mentioned in the offer of appointment. In the offer of appointment, it is also made clear that the post being on Work Charged Establishment, the appointment will last only as long as the services are required for the work on which they are engaged.

3. It is further stated that this appointment will be upto 29-2-1988 for the first instance and the appointing authority reserves the right of terminating the services forthwith by giving 14 days notice or pay in lieu of such notice. As a reciprocal measure, it was also provided that if an employee desires to quit the services, he has to give 14 days notice to the employer. The applicants accepted the offer and joined on various dates from 24-4-1987 to 7-1-1988. In accordance with the conditions of the offer of appointment, the services of all the five applicants were terminated by giving 14 days notice vide impugned orders dated 13-4-1989, 27-2-1989, 27-2-1989, 27-2-1989, and 13-4-1989 respectively. These facts are not in dispute. In this OA, under Section 19 of the Administrative Tribunals Act, 1985, all the five applicants have challenged the orders by which their services were dispensed with, with effect from 29-4-1989.

4. One of the averments in this OA is that the second respondent was to follow the procedure as contemplated under Section 25(F) of Industrial Disputes Act. During the course of oral hearing, the learned counsel for the applicants did not press this ground. The main ground urged by him before us

is that the applicants having been regularly selected for the posts of Security Guards, their services could not have been dispensed with after they have put in more than two years service and without giving any reasons for dispensing with the services. Before analysing this contention in greater detail, it is necessary to notice that in the case of Work Charged Establishment, the expenditure on pay and allowances, etc. of the staff of such an establishment is charged to work and not to the regular Head of Account of pay and allowances. This is as per the provisions in the CPWD Manual and also as per the General Financial Guidelines issued in this regard. Natural corollary is, once the work against which such staff is engaged comes to an end, the staff engaged against such a work on the Work Charged Establishment cannot obviously continue thereafter. Further, by its very nature, the posts created as part of the Work Charged Establishment are temporary and the services of the people engaged against such posts are also temporary. The mere fact that some screening or a process of selection is held for selecting the people for appointment against such posts does not in any way confer any right on such staff either for regularisation against a regular vacancy on a Non-work Charged Establishment nor for indefinite continuation on the Work Charged Establishment by shifting such staff from one project to another. However, it is a different matter that the management may shift the staff engaged against a project after the completion of such a project if there is requirement of such a staff, and in fairness and equity, it is normally done and in our view also this should be done. However, on the facts of this case, it is not possible to hold that such a course of action could have been or should have been taken in the case of the applicants.

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5. The respondents in their counter affidavit have stated that the services of the applicants were engaged and the applicants were deployed for safeguarding cement stocked at the respective sites beyond the capacity to accommodate at the permanent stores of the Civil Engineering Division/SHAR within the protected zone due to the peak housing work at K.R.Palem etc. When the ^{cement} ~~the~~so stocked at the sites was consumed in the works and there was no need to stock cement for the works at this site godown as there was adequate storage facility at the permanent stores of Civil Engineering Division/SHAR within the protected zone, there was, therefore, no further need of continuance of these persons in their posts. In other words, the case of the respondents is that apart from the regular cement storage capacity available with the Civil Engineering Division, godowns at the sites are also provided to cater to the extra requirements, and it was for these site godowns that the services of the applicants were engaged. Once these requirements ceased to exist, there was no need to further continue the services of the applicants. It is also stated in the counter affidavit that the regular security arrangements are made in the centre by the Central Industrial Security Force and place where the applicants were engaged later came under the jurisdiction of CISF for security purpose. Thus, the services of the applicants were no longer required.

6. From the above discussion, we have no hesitation in holding that the explanation given by the respondents for dispensing with the services of the applicants is prima facie satisfactory and a valid one. The applicants have not refuted these statements by filing any rejoinder to the counter affidavit.

7. Another ground taken by the applicants is that the applicants were asked to agree to work in future on a contract basis and as they declined to do so, their services were dispensed with. No material in support of this contention has been placed on record, except that in a representation dated

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17-4-1989, the following has been stated :-

"When few of our guards approached Shri R.K.Bhakta, Construction Engineer at SHAR on 16 Feb, 89 and explained our difficulties, he replied that, he does not want to keep any work charged men and the CED is having a proposal of giving these security duties on contract basis in future, we may be given a chance to serve you further, since we are working under you right from the beginning with so many hard-ships. Further the Construction Engineer advised us to ask for extension until the academic year for children education. Further he offered us to continue the same duties on contract basis for which we are reluctant."

8. This allegation has been categorically denied by the respondents in their counter affidavit. Even otherwise, the applicants have not placed any material on record to show that any such contractual arrangement has been brought into effect after the services of the applicants were dispensed with. We are, therefore, unable to attach much weight to this allegation.

9. The material on record shows that when the applicants applied for extension of their services on compassionate / humanitarian grounds due to the education of their children such an extension was indeed given. It is also clear from the affidavit that the applicants were given payments/compensation (Teriminal Benefits) on termination of their services in accordance with the provisions of Rule No.24.01 and 24.03 of the Central Public Works Department Manual Vol.III (1972 Edition) as applicable to workcharged employees and the same was accepted by all the applicants. No issue has been made out before us in connection with the adequacy or otherwise of the aforesaid payment.

10. Learned counsel for the applicants vehemently urged before us that the applicants had acquired a right for regularisation, as they were duly selected and had put in more

than two years of service. However, he has not been able to cite any law or rule or instruction of the Government in support of this contention. On the basis of the discussion as above, it is clear that the applicants had no right to the posts. It is well settled by a number of decisions of the Hon. Supreme Court that if an employee has no right to the post, his services can be terminated in accordance with the relevant rules or in accordance with the terms and conditions of his appointment. It has also further been held that termination of services in such cases does not have evil consequences. Thus, neither the Doctrine of Audit Alter am Partem nor the Principles of Natural Justice are attracted. (Parshotham Lal Dhingra Vs. Union of India, 1958 SC R828;

State of Punjab and Anr. V. Shri Subh Raj Bahadur 1968(3) SC R234; State of Uttar Pradesh & Anr. V. Kaushal Kishore Shukla, JT 1991(1) SC 108.) It may be mentioned here that it is not the case of the applicants that the impugned order has been passed by way of punishment and that it is punitive.

11. In the light of the foregoing discussion, we have no hesitation in holding that the OA is devoid of merit and the same is accordingly dismissed, leaving the parties to bear their own costs.

(C.J. ROY)
Member (Judl.)

(P.C. JAIN)
Member (Admn.)

Dated June 18, 1992

Dictated in the Open Court

Dy. Registrar (J)

To

1. The Chief Engineer, ISRO, Headquarters, Bangalore, Karnataka Sta
2. sk The Construction Engineer, SHAR Centre, Sriharikota, Newlore Dist.A.P.
3. One copy to Mr.M.Chandrasekhar Reddy, Advocate, 1-8-700/21, 2nd Floor, Padma Housing Colony, Nallakunta, Hyd.-44.
4. One copy to Mr.N.Bhaskar Rao, Addl. CGSC.CAT.Hyd.
5. One copy to Hon'ble Mr.P.C.Jain, Member(A)CAT.Hyd.
6. One copy to Hon'ble Mr.C.J.Roy, Member (J)CAT.Hyd.
7. Copy to All Reporters as per standrard list of CAT.Hyd.
8. One copy to Deputy Registrar(J)CAT.Hyd.
9. One spare copy.

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6 Typing

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IN THE CENTRAL ADMINISTRATIVE TRIBUNAL : HYDERABAD BENCH.

THE HON'BLE MR.

AND P.C. Jain

THE HON'BLE MR. R. BALASUBRAMANIAN : M(A)

AND

THE HON'BLE MR. T. CHANDRASEKHAR REDDY :
MEMBER (J)

AND

THE HON'BLE MR. C. J. ROY : MEMBER (J)

Dated: 18-6-1992

ORDER / JUDGMENT

R.A./C.A./M.A. No.

in

O.A. No. 657/89.

T.A. No.

(W.P. No.)

Admitted and interim directions
issued

Allowed

Disposed of with directions

Dismissed

Dismissed as withdrawn

Dismissed for default.

M.A. Ordered/Rejected.

No order as to costs.

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Central Administrative Tribunal
HYDERABAD BENCH

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