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IN THE CENTRAL ADMINISTRATIVE TRIBUNAL : HYDERABAD BENCH
AT HYDERABAD

O.A. NO. 792/89

Date of the order: 15-12-1989.

Between:

T.Narasimhulu

... APPLICANT

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1. Workshop Personnel Officer,
Carriage Repair Shop,
S.C.Rly., Tirupati.
2. Dy.Chief Mechanical Engineer,
Carriage Repair Shop, Mech.Dept.,
S.C.Rly., Tirupati.
3. Chief Personnel Officer,
S.C.Railway, Secunderabad.

... RESPONDENTS

Appearance:

For the applicant : Mr. G.Venugopal Reddy, Advocate

For the Respondents : Mr.P.Venkatrama Reddy, SC for Rlys.

CORAM:

The Hon'ble Mr.D.Surya Rao, Member (Judicial)

and

The Hon'ble Mr.R.Balasubramanian, Member (Admn.)

(ORDER OF THE BENCH DELIVERED BY THE HON'BLE
MR.D.SURYA RAO, MEMBER (J)).

The applicant herein is now working as skilled artisan in the Carriage Repair Workshop, Tirupathi, South Central Railway. He seeks a direction to declare the action of the Respondents in extending the period of training of the applicant by three months as illegal

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and without jurisdiction and to include the extended three months training period as service in the category of Skilled Artisan Grade-III, with all consequential service benefits. It is the case of the applicant that he was selected on 29-6-1987 against 25% direct recruitment quota for the post of Skilled Artisan Grade-III in the Mechanical Department of the Carriage Repair Workshop, Tirupathi. Subsequently by an order dated 2-9-87, he was provisionally appointed as a temporary trainee skilled artisan. He commenced the training on 13-8-1987. He entered into an agreement with the Respondents to undergo training for a period of six months. It is contended that both in the appointment order and in the Agreement it is specifically mentioned that the training period will be for six months only, that during the training period, a monthly stipend of Rs.900/- shall be paid to the trainee, that there shall be a trade test at the end of six months period and the suitability of the trainee will be adjudged by the said trade test and after adjudging his suitability, the trainee shall serve the Railways for atleast five years. The Agreement also stipulated that if any trainee failed in the trade test at the end of six months, option is given to the authorities either to terminate the services of the trainee or to extend the training period. The agreement also provides that during the extended training period the stipend will be withheld. The applicant alleged that the training period was extended by three months after the prescribed period of six months, without conducting the trade test, that during the extended period of three months, the Respondents continued to pay stipend, that no orders were ever served on the applicant extending

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the training by three months, that no trade test was held at the end of six months and thereby there was a violation of the articles of the Agreement. It is contended that the 2nd Respondent has no jurisdiction to extend the training period for three months. The applicant states that he was absorbed as skilled artisan Grade-III after nine months instead of after six months and that due to the extension of the training period by three months, the applicant loses seniority in service, seniority in regard to allotment of quarter, house rent allowance for three months and other service benefits. It is further contended that during the unauthorised extended three months training period, the Respondents promoted 67 Khalasis to the post of Khalasi Helpers and thereafter to the post of Skilled Artisan Grade-III and after giving such double promotions to the Khalasis, they were allotted quarters and placed seniors to the applicant. The applicant, therefore, contends that the action of the Respondents in extending the period of training by three months while giving double promotion to the khalasis is arbitrary, violation of the principles of natural justice and illegal.

2. On behalf of the Respondents, a counter has been filed denying the various contentions raised by the applicant. It is contended that it is within the discretion of the Railway Administration to extend the period of training as per the terms of the Agreement and it is not necessary that the training period should end automatically after six months. It is further contended that it is not incumbent upon the Respondents to hold the trade test immediately after the six months period is over. It is further contended that the training period was extended

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not only to the applicant but ^{to} all similarly placed trainees in the Mechanical Department. The other contentions raised are that there is no need to communicate the formal orders extending the training period, that in the instant case discretion to extend the training has been rightly and properly exercised keeping in view the need for imparting effective training, that the contention that the training was extended in order to help in-service candidates to gain seniority is baseless and that there is no substance in this allegation. It is stated that in-service candidates were promoted only on adhoc basis with a rider that they have no right to claim seniority by virtue of the said adhoc service. It is further stated that no seniority list has been drawn up and the relative seniority between the promotees and the direct recruits will be determined later. It is further contended that the qualifying service for seniority will count only from the date of absorption. The allegation of discrimination vis-a-vis training in the Mechanical Department and Electrical Department is denied on the ground that they constitute different planes. For these reasons it is contended that there is no merit in the claim of the applicant.

3. We have heard the learned counsel for the applicant Shri G.Venugopal Reddy and Shri P.Venkatrama Reddy, the learned senior Standing Counsel for the Railways, for the respondents.



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4. The short question is whether it is open to the Respondents to extend the period of training and whether the Agreement entered into between the applicant and the Respondents preclude the Railways from extending the training. Clause (1) of the Agreement specifically states that the Government may, at their discretion, alter or modify the period, course or place of training. The other conditions namely that the period of six months training, payment of stipend during this period of six months, the liability of the trainee to lose this stipend in the event of his not coming successful in a trade test at the end of the training, etc. are not denied by the Respondents. When the Government suo motu extended the period of training by three months ^{thereby deny} ~~it did not~~ to the applicant and others similarly placed, the right to continue to draw the stipend beyond the period of six months, ^{therefore} They cannot have any grievance. It is only if the Government without holding a trade test had sought to deny them the benefit of stipend after the six months period is over that the applicant can complain that there is a violation of the Agreement. ^{so far as} ~~In~~ clause (1) of the Agreement specifically empowers the Government to extend the period of training it cannot be said that the said action is illegal.

5. The further question is whether the extension of the training period has been arbitrary and in that event whether it is illegal. No doubt no order has been communicated to the applicant that the period of training is being extended. But it was in fact extended and the ~~trainees~~ continued to draw the stipend after the six months period ^{therefore} was over without any demur. It cannot be said that they had no knowledge that the training is being extended.

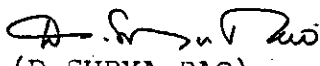
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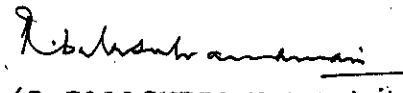
6. In any event, the reasons given for extension of the training as verified from the original file which we had perused, show no infirmity or illegality in the decision to extend the period of training. The file discloses the ~~various~~ reasons for recommending extension of the training/ viz. that the authorities have decided to adopt multi-trade concept in regard to each artisan, that is, he has to attain functional knowledge in other associate trades connected with the designated trade in order to avoid dependence on others and also to execute the job entrusted speedily and efficiently. The recommendations disclose that by March 1988 i.e. within the period of six months/ it was found that the trainees had not come up to the required standards to take^{up} repairs on ICF coaches independently and that additional functional skills~~expected~~ of them to be developed in other associated trades could not be attained due to inadequate training facilities at the Carriage Repair Workshop, Tirupathi since the project was still at the construction stage. It was in this context that it was decided to extend the period of training by three more months. The file also discloses that each artisan was required to undergo a further three months period in allied trades so as to obtain functional skill in other associated trades. Thus, a carpenter was to be given trainingⁱⁿ/other allied or associated trades like fitting, welding and M/C operation. Similarly, a fitter was to be given further training in welding, woodworking (carpentry) and M/C operation. Similar is the case in regard to Welder and Machinist. ~~the~~ ~~all~~ all these categories of employees, after completion of six months training in regard to their ~~designated trade~~, were required to obtain additional functional skills in other associated

trades. It was for this purpose that the extension of training was recommended and given effect to. It cannot be said that the action of the Respondents in extending the period of training by three months is arbitrary or illegal.


7. The applicant has alleged that, the extension of training was ordered in order to help the Kalasis to get appointment as skilled artisans Grade-III prior to the applicant so that they could steal a march over the applicant for seniority, etc. This is merely an unsubstantiated allegation. As already stated in the preceding paragraph the extension was ordered for certain valid administrative reasons and as such there is no merit whatsoever in the allegation of favouritism or nepotism.

8. For these reasons we see no merits in this Application. The O.A. is accordingly dismissed, but without costs.


(D. SURYA RAO)
MEMBER (J)


(R. BALASUBRAMANIAN)
MEMBER (A)

Dated: 15th December, 1989.


DEPUTY REGISTRAR (J).

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