IN THE CENTRAL ADMINISTRATIVE TRIBUNAL : HYDERABAD BENCH

AT HYDERABAD

O.A. NO. 793 /89 Date of the order: 15 -12-1989.

Between:

B.V.S.S.Durga Prasad ... APPLICANT

A N D

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 29-6-87 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 15-9-87 he was provisionally appointed as a temporary trainee skilled artisan. He commenced the training on 17-9-87 . 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

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 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 StandingCounsel for theRailways, for the respondents.

We have dealt with rival contentions in a connected case namely O.A.No.792/89 disposed of today wherein identical contentions have been raised. We have held that it is open to the Respondents in terms of the Agreement entered into between the applicant and the Railways to extend the period of training. We have further held that the record discloses that there has been no arbitrary extension of the period of training and that the extension had tobe ordered in order to enable the trainees after completion of six months training in their designated trade to obtain additional functionary skills in other associated trades. We therefore held that the action of the Respondents in extending the training is neither arbitrary nor illegal. We had also held against the applicant that the extension of training was not motivated in order to help khalasis to steal a march over the applicant for seniority. The reasons given by us in our order dated 15-12-1989 in O.A.No.792/89 would equally apply to the facts of this case.

We see no merits in this Application and the same is accordingly dismissed, but without costs.

(D.SURYA RAO)
MEMBER(J)

(R.BALASUBRAMANIAN)
MEMBER(A)

Dated: 15th December, 1989.

DEPUTY REGISTRAR(J)

19.12.89

mhb/

P.T.O.