

IN THE CENTRAL ADMINISTRATIVE TRIBUNAL : HYDERABAD BENCH
AT HYDERABAD

CA.1091/92

date of decision : 17-12-1992

Between

V.D. Badi

: Party-in-person

and

1. Union of India, rep. by
The Registrar General &
Census Commissioner of India
M/o Home Affairs
New Delhi

2. Director of Census Operations
M/o Home Affairs
Hyderabad

: Respondents

Counsel for the applicant : Party-in-person

Counsel for the respondents : N.R. Devaraj, Standing Counsel
for Railways

CORAM :

HON. MR. R. BALASUBRAMANIAN, MEMBER (ADMN.)

HON. MR. T. CHANDRASEKHARA REDDY, MEMBER (JUDL.)

Judgement

(order as per Hon. Mr. T. Chandrasekhara Reddy, Member (Judl))

This is an application filed under Section 19 of the Administrative Tribunals Act to set aside the order dated 14-12-1992 issued by the respondents terminating the services of the applicant w.e.f. 18-12-1992 seeking a direction to pay one months salary of Rs.900 in lieu of one months notice period and other benefits like leave salary and other financial benefits available to the applicant.

T. Chandrasekhara Reddy

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2. The facts so far as necessary to decide this DA may be stated in brief as follows : -

The applicant is a retired Central Government servant. Originally he was engaged as compiler on a consolidated salary of Rs.900/- w.e.f. 1-3-1991 to 29-2-1992. After the expiry of the said period he was re-appointed again to the same post from 4-3-1992. It is the case of the applicant that his appointment is for an unspecified period and as such his termination is not valid in law. Hence the present DA is filed questioning the said termination order and for the relief as already indicated above;

3. We have today heard the applicant in person and Mr. N.R. Devaraj, Standing Counsel for the respondents at the admission stage.

4. The terms of contract for the appointment ^{of the Applicant} are reduced into writing and the same is available on file. The terms of the contract read that the applicant shall remain in service as Compiler for a period from 4-3-1992 to 18-12-1992 subject to the other provisions contained in the said contract. As could be seen from the said contract, the term of the applicant comes to an end by tomorrow i.e. 18-12-1992. So the respondents have passed an order stating that on expiry of the contract, the services of the applicant, Mr. V.D. Badi, working as Compiler on contract in the office of the respondents shall stand terminated with effect from 18-12-92. It is needless to point out that appointment of the applicant is purely on tenure basis and on expiry of the period of tenure automatically his services stand terminated. So that being the position we are unable to understand how the termination order of 14-12-1992 issued by the respondents is not valid.

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5. But very strangely Mr. Badi contended that the date '18-12-1992' had not been put in the agreement (contract) at the time when he was re-appointed with effect from 4-3-1992. According to the Applicant all the terms that are filled up in the said contract except the date (18-12-92) were filled up by the Applicant and the date (18-12-92) had been filled up surreptitiously by the respondents without his knowledge and so his services cannot be terminated with effect from 18-12-1992.

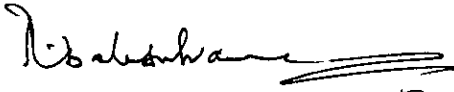
6. Admittedly, the applicant has signed the said contract containing the terms of appointment. Heavy burden is cast on the applicant to show that the date '18-12-92' was left blank at the time of his appointment on 4-3-1992 and had been subsequently filled up by the respondents without the knowledge of the Applicant. When all the blanks are filled up by the applicant in the said contract form, we are unable to understand why the applicant herein being an educated person and former employee of the Railways failed to fill up the said column wherein the date '18-12-1992' is put. The applicant should have specifically asked the respondents if the date '18-12-1992' was not put in the said contract form to make him know on which date his services were liable to be terminated. But the applicant absolutely has no explanation except saying that the respondents themselves had put in the said date "18-12-1992" in the said contract form. Mr. Badi submitted during the course of hearing that he will not be having any grievance if he is allowed to continue up to 31-12-1992 and one month salary is ordered to be paid to him in lieu of his termination. This gives an indication that the applicant is fully aware that his services could not be continued beyond the end of 1992. It will be absurd to say that the respondents would have filled up the date

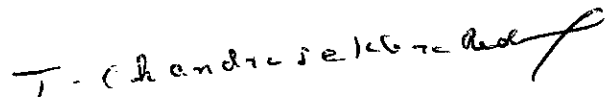
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"18-12-1992" surreptitiously and the applicant had no knowledge of the same. We are of the opinion that the date 18-12-1992 in the contract had been put with full knowledge to the applicant. So, in view of this, we see no merit in the DA and the DA is liable to be rejected and is accordingly rejected leaving the parties to bear their own costs.

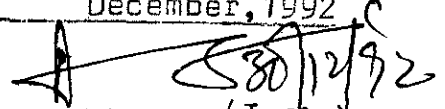
To the benefits of leave salary, etc., the applicant if any is entitled to, the respondents may take suitable steps for payment of the same, in accordance with the terms and conditions of appointment.


(R. BALASUBRAMANIAN)
Member (Admn)


(T. CHANDRASEKHARA REDDY)
Member (Judl.)

Dated: 17 December, 1992

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Dy. Registrar (Judl.)

Copy to:-

1. The Registrar General & Census Commissioner of India, M Home Affairs, Union of India, New Delhi.
2. Director of Census Operations, M/o Home Affairs, Hyd
3. One copy to Sri. V.B.Badi, (party-in-person), 2-2- Bagh Amberpet, Hyd.
4. One copy to Sri. N.R.Devaraj, Sr. CGSC, CAT, H
5. One spare copy.

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IN THE CENTRAL ADMINISTRATIVE TRIBUNAL

HYDERABAD BENCH: AT HYDERABAD

THE HON'BLE MR.

V.C.

AND

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

AND

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

AND

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

Dated: - 17/12/1992

ORDER/JUDGMENT:

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

in

O.A.No.

1091/92

~~T.A.No.~~

(W.P.No. _____)

Admitted and Interim directions issued

Allowed

Disposed of with directions

~~Dismissed~~

Dismissed as with drawn

Dismissed for default

M.A. Ordered/Rejected

~~No order as to costs.~~

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