

(4)

IN THE CENTRAL ADMINISTRATIVE TRIBUNAL : HYDERABAD BENCH

AT HYDERABAD

O.A.No.1494/93

Date of Order: 31.12.96

BETWEEN:

K.Appa Rao

.. Applicant.

AND

1. Commanding Officer, INS  
Sathavahana, Naval Base,  
Visakhapatnam-14.
2. Flag Officer-Commanding-in-Chief,  
Eastern Naval Command, Naval Base,  
Visakhapatnam.
3. Officer-in-Charge, Sathavahana  
Laundry, INS Sathavahana,  
Naval Base, Visakhapatnam.
4. B.Appa Rao, Dhobi, INS  
Sathavahana, Naval Base,  
Visakhapatnam.

.. Respondents.

Counsel for the Applicant

.. Mr.P.B.Vijay Kumar

Counsel for the Respondents

.. Mr.V.Rajeswara Rao

CORAM:

HON'BLE SHRI R.RANGARAJAN : MEMBER (ADMN.)

HON'BLE SHRI B.S. JAI PARAMESHWAR : MEMBER (JUDL.)

J U D G E M E N T

X Oral order as per Hon'ble Shri B.S. Jai Parameshwar, M(J) X

Heard on behalf of Mr.P.B.Vijay Kumar, learned counsel for the applicant and Mr.V.Rajeswara Rao, learned standing counsel for the respondents.

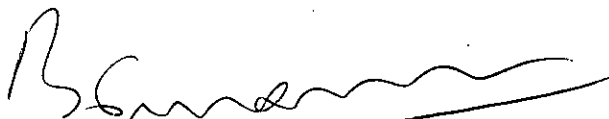
2. The applicant <sup>having</sup> ~~has~~ served as a Dhobi under the R-1 for a period of six years claims for regularisation of his services under the Respondent No.1. It is his case that his services were terminated on 1.5.93 and that the same is arbitrary and <sup>is -</sup> liable to be set aside.

3. The respondents have filed their counter affidavit stating that the INs Sathavahana had strength of 450 personnel including 20 officers. For day to day washing commitments, this establishment used to give contract to any Washerman - Dhobi periodically. Likewise, a contract was given to the applicant from 1.5.90 to 30.4.92. Earlier one G. Tavitayya was given contract from 1988-90. During May 1992 the strength of the Company was drastically reduced and the Dhobi was in a tight position to earn. Hence it was decided by the Commanding Officer that no further contract ~~to~~ be given to Dhobi that he would be <sup>paid out of</sup> ~~pay~~ subscription. <sup>Commanding officer's</sup> The temporary memorandum No.52/92 was issued on 30.4.92 ~~accordingly that~~ since the applicant had rendered satisfactory service, <sup>that</sup> he was allowed to continue to wash the uniforms of the company. Since he was working in the Naval Base on the basis of the contract the applicant is neither a casual labourer nor a temporary employee that there are no grounds for regularising the applicant in the post of Dhobi.

4. The main contention of the applicant is that he was working as a casual labourer under R-1. But the said fact has been rebutted by the respondents <sup>by</sup> ~~for~~ producing the copy of the agreement which the <sup>applicant</sup> had executed for the period from 1.5.90 to 30.4.92 (A-2). The applicant has not been able to substantiate that he was working as a casual labourer and he is liable to be absorbed. In view of the agreement at Annexure R-2. We <sup>are</sup> ~~had~~ left with no alternate out to consider the applicant only as a contract <sup>and</sup> employee. Hence the applicant cannot claim for regularisation or continuation. The respondents have explained the circumstances under which the contract of the applicant was terminated. If the applicant feels aggrieved <sup>due to</sup> ~~for~~ the termination of the contract then he <sup>has to</sup> ~~will~~ approach the necessary judicial forum. The applicant is not entitled to any of the <sup>vetery</sup> ~~benefits~~ in this OA.

.. 3 ..

5. The AT Act is to provide for adjudication or trial by Administrative Tribunals of disputes and complaints with respect to recruitment and conditions of service of persons appointed to public services and posts in connection with the affairs of the Union or of any State or of any local or other authority within the territory of India or under the control of the Government of India or of any corporation. The dispute and between the applicant/the Respondent No.1 cannot be considered as <sup>a</sup>the dispute coming under the provisions of this AT Act. In view of the above there are no merits in this OA and the OA is dismissed. No costs.

  
( B.S. JAI PARAMESHWAR )  
Member (Judl.)


31.12.94

  
( R. RANGARAJAN )  
Member (Admn.)

Dated: 31st December, 1996

(Dictated in Open Court )

sd

  
Dy. Registrar (5)

Copy to:-

1. Commanding Officer, INS Sathavahana, Naval Base, Visakhapatnam.
2. Flag Officer Commanding in Chief, Eastern Naval Command, Naval Base, Visakhapatnam.
3. Officer in charge, Sathavahana Laundry, INS Sathavahana, Naval Base, Visakhapatnam.  
----- Sri. V. Sathavahana Kumar, Advocate, CAT, Hyd.
5. One copy to Sri. V. Rajeswara Rao, Addl. CGSC, CAT, Hyd.
6. One copy to Hon'ble Mr. B.S. Jai Parameshwar, J.M. CAT, Hyd.
7. One copy to Library, CAT, Hyd.
8. One spare copy.

Rsm/-

24/1/97 (8)

TYPED BY  
COMPARED BY

CHECKED BY  
APPROVED BY

THE CENTRAL ADMINISTRATIVE TRIBUNAL  
HYDERABAD BENCH HYDERABAD

THE HON'BLE SHRI R. RANGARAJAN: M(A)

AND

THE HON'BLE SHRI B.S. JAI PARAMESHWAR:  
M(J)

DATED:

31/12/96

~~ORDER/JUDGEMENT~~

~~R.A./C.P/M.A.NO.~~

B.A.NO.

1494/93

~~ADMITTED AND INTERIM DIRECTIONS ISSUED  
ALLOWED~~

~~DISPOSED OF WITH DIRECTIONS~~

~~DISMISSED~~

~~DISMISSED AS WITHDRAWN~~

~~ORDERED/REJECTED~~

~~NO ORDER AS TO COSTS.~~

II COURT

YLKR

