

IN THE CENTRAL ADMINISTRATIVE TRIBUNAL

AT HYDERABAD

O.A. No. 1248 of 1994

BETWEEN :

Mrs. D.Usha ... Applicant

AND

1. The Director, Indian Institute of Chemical Technology, Uppal Road, Hyderabad - 500 007.
2. The Project Officer, Council of Scientific and Industrial Research-Polytechnology Transfer Centre, Hyderabad, Directorate of Industries Compound, Chirag Ali Lane, HYDERABAD - 500 001.

WRITTEN STATEMENT FILED ON BEHALF OF RESPONDENTS 1 & 2

I, G.A.Reddy s/o. G.Ram Reddy, aged 47 years Scientist-in-charge PTC, Hyderabad resident of Hyderabad do solemnly affirm and state as follows:

I am Project Officer of CSIR-Polytechnology Transfer Centre, Hyderabad and I am well acquainted with the facts of the case.

That the respondent denied all the material allegations made in the above O.A. except those that are specifically admitted hereunder and state that the allegations made in O.A. do not disclose any valid reasons or tenable grounds for order in the prayer.

CSIR is a Society registered under the Registration of Societies Act (Act XXI of 1860) and Indian Institute of Chemical Technology, Hyderabad is one of its constituent National Laboratories/ Institutes. The CSIR is not a State or other Authority (1975 SC 1329). This Society is not under the control of Government of India. Polytechnology Transfer Centre (Hyd) is also an unit of CSIR established in Hyderabad to act as a focal point for CSIR-State Industry interaction and main functions are: to act as a repository and reference point for information on CSIR/indigenous technologies and R&D capabilities; to promote utilisation of indigenous technologies and

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available R&D expertise through counselling entrepreneurs/industries for the industrial development of the State; to catalyse industrial activity in the new and emerging S&T areas based on indigenous knowledge-base through conducting Seminars, Workshops, Tech. awareness programmes/camps, demonstration programme etc., to assist in augmenting the technological performance of the industry using the expertise available in CSIR and other organisations under direct control of CSIR Hqrs. However, the administrative control is vested with the Director, IICT(H).

Before advertizing to the parawise replies of the above O.A., it is essential to record here the facts as available in office records for proper analysis of the case.

The applicant was appointed on Contract basis for a fixed period on a consolidated salary of Rs.1510/- p.m. Initially, the applicant was appointed on contract for six months. Subsequently, the applicant's contract was extended periodically at an interval of six months each till 31-03-1993 as per CSIR instructions.

Having accepted the terms and conditions stipulated by the Project Officer, PTC(Hyd), the applicant had joined as Junior Stenographer at PTC on Contract basis on 7th November, 1991 on a consolidated fixed emoluments of Rs.1510/- per month and an O.M. was issued with terms and conditions which shall govern her appointment (No.3/09/91/934-95 dated 16th December, 1991).

While the matter stood like this, as a policy measure, the CSIR HQrs. vide letter No.7/87/93-TU dated 12-2-1993 conveyed that deployment of Casual/contract workers at PTC should be dispensed with forthwith. Accordingly, the contract with the applicant was terminated with effect from 31.3.1993 vide letter No.3/09/92/2063 dated 4th March, 1993.

Thereafter, because of some work load, again the applicant was engaged purely on actual jobwork/piece meal work basis i.e., number of pages typing and @ Rs.10/- per page as typing charges. As the applicant was engaged on jobwork/piece meal work basis the payments were made to the applicant on the basis of number of pages typed by the applicant and payment was made periodically as and when the bills were raised by her. In the meanwhile, as a special case, DG-CSIR, New Delhi sanctioned and approved to fill up a regular Jr.Stenographer (English) in ST category. As the approved post is reserved for ST and because of urgency, a regular Jr.Stenographer (SC) had joined on transfer from one of the CSIR units from Bhopal. It is evident from the foregoing that the applicant was engaged purely on actual job work basis which shall not confer any right to the applicant to claim a regular employment in the Centre. The terms and conditions stipulated at the time of her entry into the Centre are very clear that it is not a regular employment and it does not confer any right for future absorption in the Centre. When the terms and conditions were so clear and the applicant had accepted them and joined the Centre, she had no right or whatsoever for absorption in the Centre. It is also pertinent to record that the post cleared by CSIR HQrs was earmarked for ST candidate only. However, subsequently, one SC candidate from RRL, Bhopal had joined the Centre as Jr. Stenographer. Even otherwise also the applicant's case cannot be considered against Jr.Steno post because the applicant does not belongs to ST community.

Coming to the averments made in para 6 (i) of the above O.A., it is submitted that though the post of Jr.Steno is a sanctioned one, the post could not be filled on regular basis in view of the ban imposed by CSIR HQrs on recruitment in administrative cadre. The respondent, therefore, got the typing work done on job basis paying Rs.5/- per page for draft and Rs.10/- per page for fair



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through the applicant and in her absence through others on job work/piece meal basis. Whenever there was any job work done the payments were made on the basis of number of pages typed only. The ban on filling-up of the post of Jr. Steno was lifted as a very special case by the DG, CSIR only during August, 1993 and the post was earmarked for ST category. In the meantime, the vacancy has been filled by the CSIR HQrs., by transferring one of the regular Jr. Stenos working in RRL, Bhopal - another constituent unit of CSIR. This candidate is from SC category. Thus the available one vacancy of Jr. Steno has been filled and as it is there is no vacancy of Jr. Steno at the Centre.

Coming to the averments made in Para 6 (ii) of the above OA, it is submitted that even as per the terms and conditions of the offer of job which were accepted by the applicant, the services of the applicant were dispensed with only in terms of offer of job. It is pertinent to note here that the applicant was appointed for a specific period and she has no right after the expiry of the stipulated period.

Coming to the averments made in para 6 (iii) of the above OA, it is submitted that while it is a fact that the applicant was engaged on actual job work/piece meal basis - it is not correct that her wages were fixed at Rs. 1800/- p.m. as alleged in this para. The allegation that the respondent could not function on job basis with 3 other persons and finally decided to dispense with the services of the applicant is absolutely baseless and is not correct. As and when there was some typing work, the applicant was given the work and she was paid for the job as per the

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rate per page. The job work is given to the person who came for the job work only. It is not devised to satisfy the audit objection as contended by the applicant. Therefore, the said allegation is absolutely baseless and denied. The nature of work was as stated earlier was only typing and the applicant was paid for the job done by her on the basis of number of pages typed.

Coming to the averments made in para 6 (iv) of the above OA, it is submitted that the matter referred to herein is not denied and on this approval only a regular SC Junior Stenographer had joined from RRL, Bhopal on transfer basis.

Coming to the averments made in para 6 (v) of the above OA, it is submitted that the matter referred to herein is not denied. And further, it is submitted that the applicant's request for the post of LDC at PTC(Hyd) was forwarded to CSIR for consideration and the same is still pending. A decision with regard to the request has not yet been taken and the applicant had approached this Hon'ble Tribunal prematurely and only on this ground itself the OA can be dismissed.

Coming to the avertments made in para 6 (vi) and(vii) of the above OA, it is submitted that the scheme of absorption of Casual employees against the regular vacancies does not apply in the case of applicant in view of the fact that the applicant was not engaged on casual basis. The scheme referred to herein is applicable to only to those members of Casual workers who are working as on 10th September, 1993. It is also added that she was engaged in the Centre only on actual job work/piece meal basis i.e., the payments were made to the applicant on the basis of number of pages typed.

by the applicant and payment was made periodically as and when the bills were raised by her. Under these circumstances, the reference of number of days worked reported here in this para by the applicant is only a misleading version of facts. It is pertinent to note that the contract of the applicant was terminated on 31st March, 1993 in terms of contract, and thereafter the applicant had only some job work and was paid for the number of pages she had typed. The Government of India, Ministry of Personnel and training Memo No.51016/2/19 ESTT (C) dated 10th September, 1993 referred to in this para does not apply to the applicant as the applicant was never a casual labourer. The scheme thus does not apply to her.

Para 6 (viii)

Coming to the averments made in para 6 (viii) of the above OA, it is submitted that it is not correct to say that intentionally the respondent has decided to relinquish with her services. The fact is that, even after joining of a regular Jr. Stenographer on transfer from RRL, Bhopal, the applicant was given job work on actual job work/piece meal basis by paying Rs.5/- per page (for draft) and Rs.10/- per page (fair) as the load of work was very heavy in view of time target programmes like Tech-Source'93; Marine-Tech'94, Rural Development Programmes, Awareness Programmes, etc., and the regular available staff was not able to cope up with the work-load. As and when the applicant was engaged on job work basis she was paid the wages as per the rates per page.

Coming to the averments made in para 6 (ix) of the above OA, it is submitted that the applicant cannot claim absorption in view of the fact that the, GOI, DOPT, O.M. No.51016/2/90-Estt(C) dated 10.9.1993 cannot be applied in the applicant's

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25/6

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R.S. 26/6/97