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IN THE CENTRAL ADMINISTRATIVE TRIBUNAL, HYDERABAD BENCH  
AT HYDERABAD.

O.A.No. 107 of 1994.

(per HON'BLE SRI R. RANGARAJAN, Date: 26-3-1997.  
Member (A)

Between:

M.Papa Rao. .. .. Applicant.

1. General Manager, Heavy Water  
Plant, Department of Atomic  
Energy, Govt. of India, Manuguru,  
Ashokpuram Colony, Khammam Dt.

2. Union of India, represented by  
its Secretary, Department of  
Atomic Energy, New Delhi. Respondents.

Name of the counsel for Applicant: Sri Y.Subrahmanyam for  
Mr.P.B.Vijaya Kumar.

Name of the counsel for Respondents: N.R.Devraj, Senior Standing  
counsel for Central Govt.

CORAM:

HON'BLE SHRI R.RANGARAJAN, Member (A)

HON'BLE SHRI B.S.JAI PARAMESHWARA, Member (J)

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Heard Sri Y.Subrahmanyam for Mr.P.B.Vijaya Kumar  
for the applicant and Sri N.R.Devraj, for respondents.  
The applicant in this O.A., joined as Scientific Assistant B  
under Respondent No.1. He was given training for a  
period of one year. The agreement entered into between  
the Government and himself in connection with his appoint-  
ment as Scientific Assistant-B is at Annexure V to the O.A.

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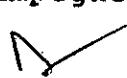
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Paras 3 and 4 of the said agreement are relevant. The respondents also produced a copy of the agreement entered into between him and the Government which is Annexure R-2. In substance, the applicant has to pay back certain amount, if he has not completed the five years of service including the period of training vide para 3 of the agreement entered by him (Annexure R-2). The applicant submitted a representation for relieving him, earlier to the said period of agreement for personal reasons. The respondents insisted the applicant for payment of Rs.28,800/- as per agreement before processing his resignation as seen .. from the impugned letter No. HWP(M)/ADM(E)/IC-1130/1490 dated 29-7-1993 which is Annexure I to the O.A.

This O.A., is filed for quashing the impugned Order dated 29-7-1993 of the 1st respondent and also clauses 3 and 4 of the Agreement as arbitrary, illegal and opposed to Public Policy and for a consequential direction to Respondents to relieve the applicant by accepting his resignation without insisting any payment under the bond either from himself or from the sureties.

The learned counsel for the applicant now submits that the applicant has completed more than 4 years of service and the amount to be deducted should be proportionate to the service rendered by him and not the full amount as claimed in the impugned order. He



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further submits that he was forcibly asked to enter into the agreement and such an agreement is not valid in the eye of law. It is not clear why the applicant has signed such an agreement if the terms and conditions of contract are not acceptable to him. Though the applicant states that he wanted a job at that time and hence he entered into that agreement, but that answer does not appeal to us. Once having entered into the agreement, he cannot go back from the condition of that agreement for any reason. // Be that as it may -- after hearing the case for sometime, the learned counsel for the applicant submitted that he is withdrawing this case and to that effect he has also endorsed on the Part "A" file of this case.

The learned standing counsel for the respondents submitted that this Court has no jurisdiction to deal with this case as can be seen from para 2 of the counter. When the counsel for respondents was asked why such a contention was not taken at the time of admission of the case, the learned counsel for the respondents submitted that such a contention was taken but the then Bench directed the learned counsel to file a counter affidavit. But records do not reveal so, to come to the conclusion that such submission was made. Hence we are not sure whether such a submission was made by the Respondents' counsel at the time of admission or not.



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The learned counsel for the respondents also submitted that the applicant entered into a bona fide contract and at this late stage he cannot <sup>triggle</sup> out of the contract on some pretext or other. He further stated that for the recovery of the amount either from him or from the sureties ~~the appropriate forum only had to be~~ initiated.

We have heard the submissions of both the parties. The first point for consideration in this O.A., is -- "Whether the Tribunal has jurisdiction to decide this issue as it involves contractual obligations and liabilities under the contract entered <sup>into</sup> ~~between~~ the applicant and the Government."

We are of the opinion that the reply to the above question is <sup>in the</sup> a negative one and that ~~that~~ this Tribunal has no jurisdiction to entertain this case. In that view of the matter, we have to see whether the request of the applicant's counsel to withdraw this case is to be accepted or not. As we have already expressed our opinion that this Tribunal has no jurisdiction we feel that this O.A.m is not maintainable. Under the circumstances we feel

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that the submission of the counsel for the applicant to withdraw this case has to be accepted and the O.A., has to be dismissed as withdrawn.

In the result the O.A., is dismissed as withdrawn. No costs.

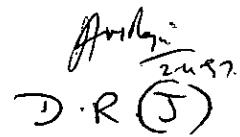
  
B.S.JAI PARAMESHWARA  
Member (J)

  
R.RANGARAJAN,  
Member (A)

26/3/97

Date: 26--3--1997.

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Dictated in open Court.

  
D.R. (J)

sss.

Self  
23/4/97

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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 PARAMESHWARI: M(J)

DATED: 26/3/97

ORDER/JUDGEMENT

R.A./C.P/M.A.No.

in  
O.A. NO. 107/94

ADMITTED AND INTERIM DIRECTIONS ISSUED  
ALLIED  
DISPOSED OF WITH DIRECTIONS  
DISMISSED ✓  
DISMISSED AS WITHDRAWN  
ORDERED/REJECTED  
NO ORDER AS TO COSTS.

II COURT

YLR

केन्द्रीय प्रशासनिक अधिकारण  
Central Administrative Tribunal  
प्रेस्पैच/DESPATCH

16 APR 1997

हैदराबाद न्यायपीठ  
HYDERABAD BENCH