

IN THE CENTRAL ADMINISTRATIVE TRIBUNAL : HYDERABAD BENCH

AT HYDERABAD

O.A.1010/95.

Dt. of Decision : 7-1-98.

K.Dhanaraju

.. Applicant.

Vs

1. The Sub-Divisional Engineer,
Microwave (WB) Mtce.,
Khammam- 507 001.
2. The Divisional Engineer,
Microwave Mtce.,
Warangal- 506 006.
3. The Telecom District Manager,
Khammam- 507 050.
4. The General Manager,
Telecom Projects,
Babukhan Estate,
Hyderabad-1.
5. The Chief General Manager,
Telecommunications, A.P.
(Reptg. Union of India),
Hyderabad-1.
6. Shri V.Ravi Kumar

.. Respondents.

Counsel for the applicant : Mr.C.Suryanarayana

Counsel for the respondents : Mr.K.Ramulu, Addl.CGSC.

CORAM:-

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

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

ORDER

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

Heard Mr.Venkateswara Rao for Mr.C.Suryanarayana R.
 learned counsel for the applicant and Mrs.Shyama for Mr.K.Ramulu
 Standing learned counsel for the respondents. Notice issued to R-6. He
 was not present. Called absent.

Dr

2. The facts as given by the applicant ~~is~~ ^{are} as follows:-

The applicant was working as Casual Driver under R-1 from 7-7-93 to 4-4-95. Thereafter he worked as such from 5-6-95 to 6-6-95 and his services were terminated and it is stated that in his place the R-6 was appointed as Casual Driver w.e.f., 8-6-95.

3. Hence he has filed this OA for a direction to the respondents authorities to reinstate him into service and to declare that ~~it is~~ it is ~~not~~ not permissible for the respondents to replace one casual employee by another casual employee and that his case ~~to~~ be considered for recruitment as regular driver in Telecom District, Khammam, besides payment of the arrears of his wages mentioned in para-4.3 and for a consequential benefits.

4. The respondents have filed their counter stating that the applicant was engaged only for a period of 208 days between 7-7-93 to 6-7-94 and 85 days from 7-7-94 to 5-4-95. Since the vehicle which was being driven by the applicant was condemned, the applicant ~~delinquish~~ ^{ed} the job on his own accord w.e.f., 6-4-95, that after purchase of the new vehicle by the department the applicant neither turned up nor made any enquiry about the arrival of the new vehicle that the allegations that he was orally terminated from services on 6-6-95 is not correct that the applicant had not completed 240 days of service in any of the two years i.e., from 7-7-93 to 6-7-94 and from 7-7-94 to 6-7-95 that the vehicle movement ^{was} ~~is~~ very much essential for microwave route maintenance that the casual drivers were engaged for driving the vehicle on oral contract basis, that the allegations that the 6th respondent was engaged as casual driver is not correct that the locally available persons ^{being} are engaged

on similar oral contract casual basis as in the case of the applicant to drive the new vehicle, that the applicant was not engaged prior to 1-4-85. Hence his application for regularisation could not be forwarded for appointment to the post of Driver against the out sider quota and that the recruitment process for the post of Driver cannot be stalled in view of this OA.

5. Earlier an interim order dated 25-08-95 was passed directing the respondents not to fill up the two posts of Driver from out sider quota notified as per letter No.R&E/2-11/III/34, dt. 30-6-95.

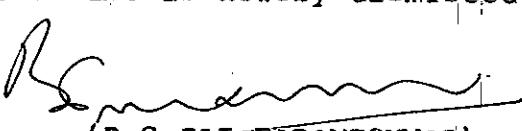
6. The main contention of the applicant is that he had worked for a period of more than 240 days between 7-3-93 to 6-6-95 and he was eligible for consideration. On the other hand the respondents have stated that the applicant had not worked continuously for a period of 240 days in any year from 1993 to 1995. Further they submit that local persons were engaged on contract basis to drive the vehicle. They dispute the contention of the applicant is that he was orally terminated from 6-6-95. They submit that the applicant himself relinquished the job on 5-4-95 and did not turn up when the respondents required a driver. The respondents have also furnished Annexure-I indicating the particulars of the case worked by the applicant between 1993 and 1995 and also the clarification regarding recruitment in the cadre of Drivers issued by the DoP in their letter No.16-5/91-NCG dt. 10-9-91 circulated under CGMT AP Lr. No.TA/RE/25-1/Rlgs, dt. 20-9-91. As per the clarification it was decided against 50% of quota recruitment vacancy meant for out sider~~s~~ of Drivers may be made only from amongst those drivers already appointed in the Department on casual basis before 1-4-85, failing which recruitment may be made from among the casual labourers of temporary status doing the

job of drivers, subject to fitness; the recruitment may be made in order of seniority based on the length of service as casual Labour/casual driver engaged as drivers.

7. From the said clarification it is clear that the out siders quota consists only those persons who are engaged in the department on casual basis ~~as~~ before 1-4-85, failing which recruitment may be made from amongst the casual labourers of temporary status doing the job of drivers. In the instant case the applicant was not working earlier to 1-4-85. Further as contended by the respondents the applicant had not attained the temporary status. Therefore, even he had not worked for a period of 240 days continuously in any of the years between 1993 and 1995. Hence the applicant cannot claim for consideration for his appointment against the out siders quota. Even though the respondents have given the particulars of service rendered by the applicant and also the clarification issued by the DoT, the applicant has not chosen to refuse ~~to~~ any of the allegations by filing any reply. In that view of the matter, we feel that the applicant is not entitled for regularisation or for consideration for appointment against the out siders quota.

8. Further the applicant claimed back wages of Rs.20,000/- on the ground that he was not paid ~~1/30th~~ of the pay+DA in scale of pay of Drivers i.e., Rs.975-1040/-. The respondents have disputed the claim as the applicant was already paid his wages as per mutual agreement. In that view of the matter the applicant also is not entitled for the said relief.

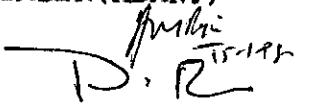
9. With the above said reasons, the OA lacks of merits and the same is hereby dismissed with no order as to costs.


(B.S.JAI PARAMESHWAR)
MEMBER(JUDL.)

7.1.98

Dated : The 7th Jan. 1998.
(Dictated in the Open Court)


(R. RANGARAJAN)
MEMBER(ADMN.)


D. R.

Copy to:

1. The Sub Divisional Engineer, Microwave(MWB),Mtce, Khammam.
2. The Divisional Engineer, Microwave Mtce, Warangal.
3. The Telecom District Manager, Khammam.
4. The General Manager, Telecom Projects, Babukhan Estates, Hyderabad.
5. The Chief General Manager, Telecommunications, A.P., Hyderabad.
6. One copy to Mr.C.Suryanarayana, Advocate, CAT, Hyderabad.
7. One copy to Mr.K.Ramulu, Addl.CGSC, CAT, Hyderabad.
8. One copy to HBSJP,M(J),CAT, Hyderabad.
9. One copy to D.R(A),CAT, Hyderabad.
10. One duplicate copy.

YLKR

28/1/98

10

TYPED BY
COMPARED BY

CHECKED BY
APPROVED BY

IN THE CENTRAL ADMINISTRATIVE TRIBUNAL
HYDERABAD BENCH HYDERABAD

THE HON'BLE MR. B. RANGARAJAN : M(A)

AND

THE HON'BLE MR. B. S. DAI PARAMESHWAR :
M(J)

DATED: 7/1/98

ORDER/JUDGMENT

M.A./R.A./C.A.NO.

in
O.A.NO. 1010/95

ADMITTED AND INTERIM DIRECTIONS
ISSUED

ALLOWED

DISPOSED OF WITH DIRECTIONS

DISMISSED

DISMISSED AS WITHDRAWN

DISMISSED FOR DEFAULT

ORDERED/REJECTED

NO ORDER AS TO COSTS.

II COURT

YLKR

