

28/3/99
IN THE CENTRAL ADMINISTRATIVE TRIBUNAL: HYDERABAD BENCH:
AT HYDERABAD

D.A.No.979 OF 1997.

DATE OF ORDER:19-8-1998.

BETWEEN:

Sk.Ahmed Hussain.

.. Applicant

a n d

1. The Chief General Manager,
Telecommunications, A.P.Circle,
Abids, Hyderabad.
2. The Telecom District Manager,
CUDDAPAH.
3. The Officer-in-Charge, Telegraph Office,
Rajampeta.

.. Respondents

COUNSEL FOR THE APPLICANT :: Mr.K.Venkateshwara Rao

COUNSEL FOR THE RESPONDENTS:: Mr.Vinod Kumar

CORAM:

THE HON'BLE SRI H.RAJENDRA PRASAD, MEMBER (ADMN)

: O R D E R :

ORAL ORDER(PER HON'BLE SRI H.RAJENDRA PRASAD, MEMBER(A))

Heard Mr.K.Venkateshwara Rao for the Applicant
and Mr.V.Vinod Kumar for the Respondents.

2. The applicant was initially engaged as a Casual Labour from 14-11-1987. From Annexure.2 to the OA it is evident that he was employed for sweeping duties. There has been no break in his service and he continues to be so engaged. Even prior to the promulgation of the Casual Labourers(Grant of Temporary Status & Regularisation)Scheme, 1989, which envisaged the conferment of temporary status,

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followed by regularisation, on all those workers who were in service as on 1-10-1989, he had rendered continuous service for more than 240 days.

3. The greivance of the applicant is that, despite the fact that he was engaged prior to the cut-off date, no action was taken to confer temporary status on him. The Respondents in their counter-affidavit mention that the applicant was engaged as Contract Labour for Sweeping and fetching water in the Departmental Telegraph office, Rajampet, on a monthly contract of only six hours per day. This statement is not, however, borne out or supported by what has been stated in Annexures 2 and 3 which ^{unambiguously} indicate that the applicant was initially engaged as a Part-Time Casual Labour and later converted into a Full-Time Casual Mazdoor. The argument that the applicant was engaged on contract on the basis of an individual agreement with him, is, therefore, unacceptable.

4. It is also mentioned in the counter-affidavit that in certain small offices the works of sweeping, cleaning, and delivery of Telegrams were clubbed together. Apart from the fact that this is an extraordinary combination of diverse duties, it is clear that the work relating delivery of Telegrams is a duty which has to be exclusively performed by regular departmental staff and not by casual or contract mazdoors, it being too important an item of ^{public service} to be entrusted to casual or contract hands who cannot be held accountable for any lapse or dereliction in terms of conduct or disciplinary rules.

5. Be that as it may, it is also disclosed that the Department made several efforts to try and ensure ^{that} the contracts are made with the Agencies and not with individuals. However, because of the remoteness of many telegraph offices and the sheer geographical spread of units in the field, the Department had to resort to individual contracts.

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6. Suffice it to say that none of the features of this ^{-called} so contract satisfy the requirements or criteria of a regular contract. The Respondents deny the privilege of conferment of temporary status on the applicant on the ground that Contract Labourers are not eligible for grant of temporary status. Quite apart from the fact that the said contract has not been accepted or acknowledged as valid, what is ignored here is the fact that the applicant was not engaged in the first place as a Contract Labourer-according to the statement of the Respondents themselves-but was engaged as a Casual Labour. It is also mentioned that the contract/part-time casual labourers are not eligible for conferment of temporary status. It is not known from where this argument has been taken since we do not find such distinction in the original Scheme. In any case, the applicant was duly converted from Part-Time to Full-Time Labourer much prior to the point of time when the Respondents suddenly decided to start calling him a Contract Labourer.

7. Considering from any angle thus, the reasons advanced by the Respondents are not found acceptable. The applicant is fully entitled to the reliefs claimed by him.

8. It is, therefore, directed that action be taken to confer temporary status on him on the basis of his initial engagement and the subsequent length of service put in by him within the cut-off date prescribed under the original scheme. This should be done within 45 days from the date of receipt of a copy of this Order. Additionally, it is directed that, depending on his position in the seniority of temporary status Casual Labours, his case should be examined for regularisation in his turn.

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9. Thus the OA is disposed of. No costs.

प्रमाणित प्रति
CERTIFIED TO BE TRUE COPY
[Signature]
न्यायालय अधिकारी
COURT OFFICER
न्यायालय अधिकारी
Court Officer
अपराध न्यायालय
CRIMINAL BENCH

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