

IN THE CENTRAL ADMINISTRATIVE TRIBUNAL
JAIPUR BENCH: JAIPUR

Date of order : 12.7.1995

CA NO. 458/1993

Hari Shanker ... Applicant.

versus

Union of India & Ors. ... Respondents.

Mr. K.C. Sharma, Counsel for the applicant.

Mr. S.S. Hassan, Counsel for the respondents.

CORAM:

Hon'ble Mr. Gopal Krishna, Vice Chairman.

Hon'ble Mr. N.K. Verma, Adm. Member.

ORDER

(PER HON'BLE MR. GOPAL KRISHNA, VICE CHAIRMAN)

Applicant Hari Shanker has filed this application under Section 19 of the Administrative Tribunals Act, 1995, praying therein that the impugned verbal termination of his services with effect from 11.6.1993 be quashed and the respondents be directed to reinstate him in service with consequential benefits.

2. The case of the applicant is that he was selected by the respondent No. 3 to work as a

Chikna

Sweeper on daily wages after his name was sponsored by the Employment Exchange, Kota, and he worked in the Military Farm Depot at Kota from 1.9.89 to 10.6.1993. His services were terminated on 11.6.93. The contention of the applicant is that the verbal order of termination is violative of provisions contained in Section 25-F of the Industrial Disputes Act, 1947 (for short, the Act), since he was not paid retrenchment compensation and he was not given any notice or pay in lieu thereof. It is also stated that the impugned termination is liable to be quashed as being arbitrary and unreasonable.

3. On the contrary, the respondents have averred that the applicant was paid salary and compensation prior to his termination from service. It is also stated that a notice under the provisions of Section 25-F of the Act was served upon the applicant, but he had refused to give a receipt of the same.

4. We have heard learned counsel for the parties and have gone through the records of the Oknive case carefully.

5. It is pertinent to note that the applicant has concealed certain material facts of the case and has falsely made an averment that he was not given any notice and that no retrenchment compensation was paid to him. The order of termination is contained in Annexure E/2 dated 9.6.1993 and it does not lie in the mouth of the petitioner to say that his services were verbally terminated with effect from 11.6.1993. It is borne out by the receipt dated 9.6.1993 (Annexure E/1) that one month's pay amounting to Rs. 1440/- and retrenchment compensation of Rs. 2770/- towards 15 days wages for each completed year of daily rated service were paid to the applicant under the said receipt. These facts have not been controverted by the applicant by way of filing rejoinder to the reply of the respondents. We find that the provisions contained in Section 25-F of the Act have been substantially complied with. Moreover, the applicant has not come with clean hands. The impugned order of termination, therefore, **Chowdhury** does not warrant any interference.

6. In the result, this application
is dismissed as being devoid of merits.

7. No order as to costs.

U.K. Verma
(U.K. VERMA)
MEMBER (A)

Gopal Krishna
(GOPAL KRISHNA)
VICE CHAIRMAN

cvr.