

IN THE CENTRAL ADMINISTRATIVE TRIBUNAL, JAIPUR BENCH,
JAIPUR

Date of order: 23.04.2003

OA No.557/2001

Mrs. (Dr.) Rupa Oberoi w/o Shri Amar Deep Singh Oberoi, aged about 31 years r/o 163-A/45-E-1, Surya Nagari, Kotra Pushkar Road, Ajmer employed on Group 'B' post of Master Gazetted (adhoc), History in Military School, Ajmer.

.. Applicant

VERSUS

1. Union of India through its Secretary to the Govt. of India, Department of Defence, Ministry of Defence, New Delhi.
2. The Director General of Military Training (MT-15), General Staff Branch, Army Headquarters, DHQ, Post Office, New Delhi.
3. Principal, Military School, Ajmer (Raj.)

.. Respondents

Mr. C.B.Sharma, counsel for the applicant

Mr. P.C.Sharma, proxy counsel to Mr. Sanjay Pareek, counsel for the respondents

CORAM:

HON'BLE MR. H.O.GUPTA, MEMBER (ADMINISTRATIVE)

HON'BLE MR. M.L.CHAUHAN, MEMBER (JUDICIAL)

O R D E R (ORAL)

This OA has been filed for seeking the following reliefs:-

"(i) That the entire record relating to the case be called for and after perusing the same respondents may be directed to allow the applicant to perform her duties and also to pay and allowances regularly by passing order if any passed by the respondents with all consequential benefits.

(ii) That the respondents be further directed to treat

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the applicant in continuous service since 11.9.2000 by quashing termination order dated 17.4.2001 (Ann.A1) with all consequential benefits including pay and allowances.

(iii) That the respondents be further directed to regularise the services of the applicant w.e.f. 11.9.2000 with all consequentia benefits.

(iv) Any other order, direction or relief may be passed in favour of the applicant which may be deemed fit, just and proper under the facts and circumstances of the case.

(v) That the cost of this application may be awarded."

2. The respondents have contested this application. The applicant has also filed rejoinder. The respondents have also filed an affidavit based on the directions of the Tribunal.

3. Heard the learned counsel for the parties and perused the record.

3.1 As per Para (a) of the terms and conditions contained in the appointment letter dated 9th Sept. 2000 (Ann.A3) the appointment of the applicant is purely on adhoc basis for a period of one year or till the post is filled by a regular incumbent, whichever is earlier. Further, the services will automatically stand terminated in the event specified above.

3.2 Para (c) of the said appointment letter (Ann.A3) stipulates:

"The appointment may be terminated at any time on one month's notice given by the either side, viz., the appointing authority OR by you without assigning any reasons. OR by reverting you to your parent department in case you are holding a lien. The appointing authority, however reserve the right to terminating your services forthwith

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OR before the expiry of the stipulated period of notice making payment to you a sum equivalent to the pay for unexpired portion thereof."

3.3 The contention of the learned counsel for the applicant is that vide the impugned order dated 17 April, 2001 (Ann.A1) the respondents have terminated the services of the applicant w.e.f. 1st May, 2001 in violation of the terms and condition of the appointment since the applicant has not completed one year's service. He further submitted that the termination order is illegal as it is issued by the Officiating Principal, who is not competent to terminate the services, since he is neither the appointing authority nor an officiating person can exercise statutory powers. He also submitted that no regular person has been appointed. During the course of arguments, the learned counsel for the respondents admitted that as per terms and conditions, the applicant was neither given one month's notice nor he was paid pay and allowance for the balance period. He fairly conceded that the action has not been strictly as per terms and condition of the appointment. The learned counsel for the applicant submits that the applicant shall be satisfied, if the applicant is paid pay and allowances for the balance period short of one year as per para 2(a) of the terms and conditions of the appointment letter.

4. In view of submissions of the parties and keeping in view the terms of the appointment contained in para 2(a) of the appointment letter, this OA is partly allowed with directions to the respondents to pay to the applicant pay and allowances for the balance period of one year within a period of 2 months from today.

5. No order, as to costs.

(M.L. GUPTA)
Member (J)

(H.O. GUPTA)
Member (A)