

01/100

CENTRAL ADMINISTRATIVE TRIBUNAL
GUWAHATI BENCH
GUWAHATI-05

(DESTRUCTION OF RECORD RULES, 1990)

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SECTION OFFICER (Judl.)

FROM No. 4
(SEE RULE 42)

CENTRAL ADMINISTRATIVE TRIBUNAL
GUWAHATI BENCH:

ORDER SHEET

Original Application No: 236/03

Misc Petition No: _____

Contempt Petition No: _____

Review Application No: _____

Applicants: - S. Das 2018

Respondants: - Not 2018

Advocate for the Applicants: - Mr. Asif Ahmed

Advocate for the Respondants: - None

Notes of the Registry	Date	Order of the Tribunal
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22.10.2003

Heard Mr. A. Ahmed, learned counsel for the applicant.

The application is admitted, call for the record:

Issue notice on the respondents to show cause as to why the interim order as prayed for shall not be granted, returnable by four weeks.

List the case on 18.11.2003 for order.

Status quo as on today shall continue till the returnable date.


Vice-Chairman

NO steps

Steps with envelopes and extra cost Rs 45/- received.

bb

Cash Memo
No - 1099
Dt - 7/11/03

Notice and order dt. 22/10/03 sent to D/Section for issuing to respondent - No - 1 to 6.

SM/03 D/No 2218-2223
Dt. 5/11/03

17-11-03
no a/s filed

lon

Order dt. 18/11/03, sent
to D/Section for
issuing the both
parties.

Cens
19/11/03

18.11.2003 Present: The Hon'ble Smt. Lakshmi
Swaminathan, Vice-Chairman
The Hon'ble Shri S.K.Naik
Administrative Member.

Mr.S.Nath, learned counsel on be-
half of Mr.A.Ahmed, learned coun-
sel for the applicant.

Mr.A.Deb Roy, learned Sr.C.G.S.C.
on behalf of Mr.B.C.Pathak, lear-
ned Addl.C.G.S.C.

Mr.A.Deb Roy, learned Sr.C.G.S.C.
seeks on behalf of Mr.B.C.Pathak,
learned Addl.C.G.S.C. and is allo-
wed four weeks time to file reply.
Two weeks time is allowed to the
applicant thereafter for filing
of rejoinder,

List the case on 13.1.2004 for
~~further orders~~. Interim orders shall
continue until further orders.

[Signature]
Member

[Signature]
Vice-Chairman

bb

No written statement
has been filed.

[Signature]
16.2.04

13.1.2004 Mr.B.C.Pathak, learned Addl.C.G.S.C
prays for four weeks time to file written
statement. List the case on 17.2.2004.

bb

[Signature]
Member

8.3.04

17.2.2004 List on 19.3.2004 for written
statement.

[Signature]
Member (A)

mb

19.3.2004 List before the next Division
Bench.

[Signature]
Member (A)

mb

W/s submitted
by the Respondent
Nos. 1, 2, 3, 4, 5 & 6.

[Signature]

31.3.2004 Present: Hon'ble Shri Kuldip Singh,
Judicial Member

Hon'ble Shri K.V. Prahladan,
Administrative Member.

Written statement has been
filed. The applicant may file rejoinder
within two weeks and the matter may be
listed for hearing on 5.5.04.

K.V. Prahladan
Member(A)

K.V. Prahladan
Member(J)

11.8.04

nkm

Rejoinder submitted
by the applicants.

12.8.2004 List on 13.9.2004 for hearing on the
plea of counsel for the applicant.

K.V. Prahladan

K.V. Prahladan
Member (A)

28.9.04

mb

1) W/s submitted
by the respondents.

29.9.04 Present : The Hon'ble Mr Justice R.K.Batta
Vice-Chairman.

2) Rejoinder submitted
by the applicant.

Heard Mr A. Ahmed, learned counsel
for the applicant and Mr B.C.Pathak,
learned counsel for the respondents.

Learned counsel for the applicant
seeks to withdraw this application in
order to file a representation for
regularisation of services of the appli-
cants before the appropriate authorities

The application stands dismissed as
withdrawn.

K.V. Prahladan

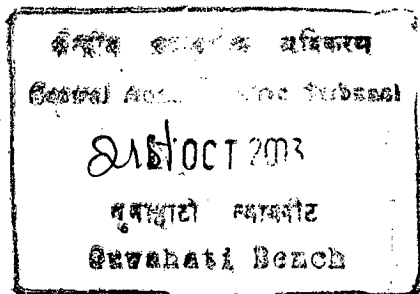
13.10.04

Copy of The order
has been sent to
the D/Sec. for
issuing the same
to the L/Advocates
for the parties.

re

R.K. Batta
Vice-Chairman

pg



IN THE CENTRAL ADMINISTRATIVE TRIBUNAL,
GAUHATI BENCH AT GAUHATI.

(AN APPLICATION UNDER SECTION-19 OF THE
CENTRAL ADMINISTRATIVE TRIBUNAL ACT, 1985)

ORIGINAL APPLICATION NO. 236 OF 2003.

B E T W E E N

Sri Sonabar Das & Ors. -Applicants

-Versus-

The Union of India &

Others -Respondents

I N D E X

LIST OF DATES AND SYNOPSIS

Application - 1 to 21 Page

Verification - 22 Page

Annexure-A to A₁ are Photocopies of some of
the Office Memorandums No. F
No.-1(39)/2001-Esstt dated
27-09-2001 Page-23 to 24

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Annexure-B to B₁ are Photocopies of some of
Office Memorandums F
No.1(39)/2001-Estt. Dated 06-
12-2001. Page - 25 to 28

Annexure-C ~~is~~ ^{is} Photocopies ~~of some~~ of
Office Memorandums F No.1(39)
/2001-Estt. Dated 07-02-2001.
Page - 29

Annexures-D&D/1 are Photocopies of some of
Roster Duty of Applicants for
Day and Night watch and Ward
Duty. Page - 30 to 31

This Original application is made for
seeking a direction from this Hon'ble Tribunal
to the Respondents for giving temporary status,
regularization of the service of the applicants
in the post of Skilled Labour with effect from
the date of their joining in their posts and
also for direction to the Respondents to
release the regular pay scale of the applicants
in the post of Skilled Labour with effect from
the date of their joining, with retrospective

Das

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effect, i.e., from the date of their joining with all consequential service benefits etc.

Relief Prayed for:

That the Respondents may be directed by the Hon'ble Tribunal to give temporary status to the applicants and also to regularize the services of the applicants in the post of Skilled Labour with effect from the date of their joining in the posts and also this Hon'ble Tribunal may be pleased to direct the Respondents to release the regular pay scale of the applicant in the post of Skilled Labour with effect from the date of their Joining in the posts, and also to release the regular pay scale of the applicants in the post of Skilled Labour with retrospective effect, i.e., from joining date of the applicants at the posts of Skilled Labour with all consequential service benefits etc.

Das

Filed by
Shri Sonabar Das
through Lilil Applicant No. 2
(AOL 4/1/03)
Advocate

IN THE CENTRAL ADMINISTRATIVE TRIBUNAL,
GAUHATI BENCH AT GUWAHATI.

(AN APPLICATION UNDER SECTION 19 OF THE CENTRAL
ADMINISTRATIVE TRIBUNAL ACT, 1985.)

ORIGINAL APPLICATION NO. 336 OF 2003.

B E T W E E N

- 1] Sri Sonabar Das,
S/o Bipin Chandra Das,
Vill. & P.O.-Azara, (Kootpara)
District-Kamrup,
Guwahati-17.
- 2] Sri Kan Das,
C/o Sri Hiren Das
Kahikuchi,
P.O. Azara,
District-Kamrup Assam,
Pin- 781017.
- 3] Md. Farid Ali,
S/o Md. khariat Ali,
Vill.- Lower Mizapur,
P.O.- Azara,

Das

District-Kamrup, Assam,
Pin- 781017.

- 4] Sri Jiten Chandra Das,
Vill.- Matia,
P.O.- Azara,
Dist.-Kamrup,
Guwahati-17.
- 5] Md. Nizam Ali,
Vill. & P.O.- Azara,
District-Kamrup,
Guwahati-17.
- 6] Sri Bishnu Ram Medhi,
Vill. & P.O.- Azara,
District-Kamrup,
Guwahati-17.
- 7] Sri Brajen Sarmah,
Vill. & P.O.- Azara,
District-Kamrup,
Guwahati-17.
- 8] Sri Nagendra Medhi,
Vill. & P.O.- Azara,

Das

District-Kamrup,
Guwahati-17.

- 9] Sri Bipul Baruah,
Vill. & P.O.- Azara,
District-Kamrup,
Guwahati-17.
- 10] Sri Shushil Kalita,
Vill. & P.O.- Azara (Kalitapara)
District-Kamrup,
Guwahati-17.
- 11] Sri Tuku Baishya,
Vill. & P.O.- Azara,
District-Kamrup,
Guwahati-17.
- 12] Sri Tapan Baishya,
Vill. & P.O.- Azara,
District-Kamrup,
Guwahati-17.
- 13] Sri Ranjit Ch. Das,
S/o Late Keshab Ch. Das,

Das

Vill.-Mirzapur, (Medhipara)
P.O.- Azara,
District-Kamrup,
Guwahati-17.

14] Sri Bijoy Ch. Das,
C/o Chandradhar Das,
Village-Mirzapur,
P.O.- Azara,
District-Kamrup,
Guwahati-17.

15] Sri Diganta Medhi,
Vill. & P.O.- Azara, (Madhipara)
District-Kamrup,
Guwahati-17.

-Applicants.

-Versus-

1] The Union of India represented
by the Secretary to the Government
of India, Ministry of Agriculture,
New Delhi.

Das

- 2] The Director General,
Indian Council of Agriculture
Research Krishi Bhawan, New Delhi.
- 3] The Secretary,
Indian Council of Agricultural
Research Krishi Bhawan, New Delhi.
- 4] The Director,
Central Plantation Crops Research
Institute Indian Council of
Agricultural Research, Kasaragod-
671124, Kerala.
- 5] The Director, Central Plantation
Crops Research Institute, (RC)
(Indian Council of Agricultural
Research) Kahikuchi, Guwahati-
781017.
- 6] The Co-Principal Investigator,
Mini Mission-1,
Central Plantation Crops Research
Institute, (RC) (Indian Council of
Agricultural Research) Kahikuchi,
Guwahati-781017.

-Respondents

Das

DETAILS OF THE APPLICATION:

1) PARTICULARS OF THE ORDER AGAINST
WHICH THE APPLICATION IS MADE:

This application is not made against any particular order but the applicant seeks a direction from this Hon'ble Tribunal to the Respondents to give Temporary Status to the applicants and also for regularization of their posts as Skilled Labour as per regular pay scale with effect from the date of their joining under the office of the Respondents.

2) JURISDICTION OF THE TRIBUNAL

The applicant declares that the Subject matter of the instant application is within the jurisdiction of this Hon'ble.

3) LIMITATION

The applicant further declare that the application is within the limitation

Das

period prescribed under Section 21 of the Administrative Tribunal Act, 1985.

4) FACTS OF THE CASE:

4.1 That the applicants are citizens of India and as such, they are entitled to all the rights and privileges guaranteed under the Constitution of India.

4.2] That your applicant begs to state that they are all local unemployed Educated Youth. The applicant No.1, 2 4, 6. 11, 12 and 13 are belongs to Schedule Caste and other back ward Community.

4.3] That your applicants beg to state that as the grievances and reliefs prayed in this application are common, therefore, they pray for grant of permission under Section 4 (5) (a) of the Central Administrative Tribunal (Procedure) rules, 1987 to move this application jointly.

Devi

4.5] That your applicants beg to state that the Respondent No.5 vide his Memorandum No. F No.-1(39)/2001-Esstt dated 27-09-2001 call the Applicants for their interview for temporary post of Skill Labour under the Respondent No.6 at the Consolidated pay amount of Rs. 1500/- (fifteen hundred) p.m. under Mini Mission-1. The Applicants names were sponsored by the Employment Officer, Employment Exchange, Guwahati-3. Accordingly they appeared in the said interview and appointed as Skill Labour by the Respondents vide Office Memorandum F No.1(39)/2001-Estt. Dated 06-12-2001. Now they are still working since 14-12-2001 vide Office Order F No.1(39)/2001-Estt. Dated 07-02-2001.

Annexure-A to A₁ are Photocopies of some of the Office Memorandums No. F No.-1(39)/2001-Esstt dated 27-09-2001

Annexure-B to B₁ are Photocopies of some of Office Memorandums F No.1(39)/2001-Estt. Dated 06-12-2001.

Das

Annexure-C ~~is~~ ~~C~~ are Photocopies ~~of~~ ~~some~~ of Office Memorandums F No.1(39)/2001-Estt. Dated 07-02-2001.

4.6] That your applicants beg to state that they are entrusted with the work of Agricultural Helper Field Duty. They are Skilled Labour. They are looking after 90 (Ninety) Bigha Agricultural Land under Central Plantation Crops Research Institute, Research Center Kahikuchi Azara, Guwahati-17. The said Agriculture Land Cultivated Coconut trees, Betel-nut trees, Cashew-nut trees, Peppers and verities of Vegetables etc. The Said food and Vegetables products are use for research work and also for selling it to the local public by the Respondents. Apart from normal work of Agriculture Helper the applicants are also entrusted to work as Day and Night watch and Ward duty at Central Plantation Crops Research Insti-tution (RC) Kahikuchi, Guwahti-17.

Annexures- D and D/1 are Photocopies of some of Roster Duty of Applicants for Day and Night watch and Ward Duty.

Ans

4.7] That your applicants beg to state that they have already served for a considerable long period under the Respondents and they are now going to be over aged for other Government jobs. They have acquired a legal right for temporary status and regularization of their above said posts. They have been deprived from regular service benefits, pay scale, Dearness allowances and even minimum pay scale are not granted to the applicants. The Respondents have deprived the applicants the minimum wages for Skilled Labour as fixed by the Ministry of Labour, Government of India. The applicants were selected and appointed by the Respondents through regular interview and selection. Moreover they were sponsored by the Local Employment Exchange. There are large numbers of permanent vacancies of Skilled Agricultural Labour under the Respondents. But the Respondents have not yet regularized their posts. They made several requests to the authority concerned but the Respondents have not taken any interest in this matter. Hence, finding no other alternative your applicants

For

have compelled to approach this Hon'ble Tribunal for seeking justice in this matter.

4.8] That your Applicants beg to state that they apprehend that the Respondents at any time may terminated their services hence the Applicants seeks a direction from this Hon'ble Tribunal as Interim Measure directing the Respondents not to terminate the services of the Applicants till disposal of this Original Application. If the Hon'ble Tribunal does not interfere immediately then irreparable loss will be caused to the applicants.

4.9] That your applicants beg to state that they are entitled for same privilege which the regular employees are enjoying. In the instant case the applicants are subjected to hostile discrimination. India is a socialist republic, it implies the existence of certain important obligations which the state has to discharge. The right to work, the right of every one to just and favourable remuneration assuring a decent living for himself and his family, the right of every one without discrimination of

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any kind to equal pay for equal work, the right of rest, leisure, reasonable limitation of working hours and periodic holidays with pay, the right to security of works are some of the rights which have to be ensured by appropriate Legislative And Executive measure.

4.10] That your Applicants beg to state that the Hon'ble Supreme Court in Daily rated casual labour employed P & T. Department through Bharatiya DAK TAR MAZDOOR MANCH -Vs- Union of India and another (1988 (1) S.C.C. 122) held that government cannot take advantage of its dominant position and further held that Daily rated casual labourers are entitled to minimum pay in the pay scale of the regular workers plus D.A. but without increment and further directed to prepare a scheme for absorbing the casual labourers on rational basis who rendered one year casual service in the posts and telegraph Departments. Similar direction for regularization of services of casual labourers passed by the Hon'ble Supreme Court in the case

Das

of Dhirendra Chamoli and others -Vs- State of U.P. (1986(1) S.C.C. 637) wherein it is held as follows:-

But we hope and trust that posts will be sanctioned by the Central Government in the different Nehru Yuvok Kendra, so that these persons can be regularized. It is not at all desirable that any Management and particularly the Central Government should continue to employ persons on Casual basis in organizations, which have been in existence over 12 years. The salary and allowances of Class-IV employed in Nehru Yubak Kendra with effect from the date when they were respectively employed. The Government of India will pay to the petitioner costs of the Writ petition fixed at lump sum of Rs. 1000/-.

The Hon'ble Supreme Court passed similar direction in the cases of Surinder Singh & another -Versus- Engineer-in-Chief, C.P.W.D. & OTHERS (1986 (1) S.C.C. 639) and also in the case of U.P. Income Tax Department

Das

contingents paid Staff Welfare Association -Vs- Union of India & Others, the Hon'ble Supreme Court directed as follows:-

"We accordingly allow this Writ petition and direct the respondents to pay wages to the workmen who are employed as the contingent paid staff of the Income Tax Department throughout India, doing the work of Class IV employees at the rates equivalent to the Minimum pay in the pay scale of the regularly employed workers in the corresponding cadres without any increments with effect from December, 1, 1986, such workers are also entitled to corresponding Dearness allowance and additional dearness allowance payable thereon. Whatever other benefits which are now being employed by the said workmen shall continue to be extended to them. We further direct the respondents to prepare a scheme on a rational basis

Das

for absorbing as far as possible the contingent who have been continuously working is the Income Tax Department.

In view of the aforesaid position and law laid down by the Hon'ble Supreme Court the applicants are entitled for temporary status, regularization of pay scale of Skilled workers also be regularized with effect from date of their respective engagement.

4.10] That your applicants beg to state that they are being a poor persons and they are working under the Respondents very sincerely without any blemish in their service. They are entitled for regularization of their services and regular pay. Hence, the Hon'ble Tribunal may be pleased to protect the interest of the applicants by giving a direction to the Respondents for regularization of their services and release his regular pay scale with retrospective effect.

4.11] That your applicants beg to state that the action of the Respondents is illegal, mala fide with a motive behind.

Das

4.12] That your applicants beg to state that the Respondents have violated the fundamental rights of the applicants.

4.13] That your applicants beg to state that the Respondents have acted in an arbitrary manner by depriving the applicants for not giving them regular pay scale and also not regularizing their services.

4.14] That this application is filed bona fide for the ends of justice.

5) GROUNDS FOR RELIEF WITH LEGAL PROVISIONS:

5.1] For that on the reason and facts which are narrated above the action of the Respondents are prima facie illegal and without jurisdiction.

5.2] For that the action of the Respondents are mala fide and illegal and with a motive behind.

5.3] For that the applicants having worked for a considerable long period, i.e.,

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from 2001 to till date, they are entitled to be regularised in their posts with regular pay scale with retrospective effect.

- 5.4] For that the applicants have become over aged for other employment.
 - 5.5] For that they gathered experience of different works in this establishment.
 - 5.6] For that the nature of work entrusted to the applicants are of permanent nature and therefore they are entitled to be regularized.
 - 5.7] For that the applicant has got no alternative means of livelihood.
 - 5.8] For that the Central Government being a model employer cannot be allowed to adopt a differential treatment as regard payment of wages to the applicants.
- 1202

The applicants crave leave of this Hon'ble Tribunal to advance further grounds at the time of hearing of instant application.

6] DETAIL OF REMEDIES EXHAUSTED:

That there is no other alternative and efficacious remedy available to the applicants except invoking the jurisdiction of this Hon'ble Tribunal.

7] MATTERS NOT PREVIOUSLY FILED OR PENDING BEFORE ANY OTHER COURT:

The applicants further declares that they have not filed any application, writ petition or suit in respect of the subject matter of the instant application before any other court, authority or any other bench of this Hon'ble Tribunal nor any such, application, writ petition or suit is pending before any of them.

Das

8] RELIEF PRAYED FOR:

Under the facts and circumstances stated above the applicants most respectfully prayed that your Lordships may be pleased to admit this petition and call for records and after hearing both the parties the Hon'ble Tribunal may be pleased to direct the Respondents to give the following reliefs:

- 8.1 That the Respondents may be directed by the Hon'ble Tribunal to give temporary status to the applicants and also to regularize the services of the applicants in the post of Skilled Labour with effect from the date of their joining in the posts and also this Hon'ble Tribunal may be pleased to direct the Respondents to release the regular pay scale of the applicant in the post of Skilled Labour with effect from the date of their Joining in the posts, and also to release the

Das

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regular pay scale of the applicants in the post of Skilled Labour with retrospective effect, i.e., from joining date of the applicants at the posts of Skilled Labour with all consequential service benefits etc.

8.2 Cost of the application.

9] INTERIM ORDER PRAYED FOR:

Pending final decision of this application the applicant seeks issue

of the interim order from this Hon'ble Tribunal:

9.1 That the Respondents may be directed by this Hon'ble Tribunal not to terminate the services of the applicants till final disposal of this Original Application.

De

10] THIS APPLICATION IS FILED THROUGH
ADVOCATE.

11] PARTICULARS OF I.P.O.

I.P.O. No. : 96701101
Date of Issue : 20.10.2003
Issued from : Guwahati G.P.O.
Payable at : Guwahati.

12] LIST OF ENCLOSURES:

As stated above.

-Verification.

Da

Verification

I, Sri Sonabar Das, Son of Bipin Chandra Das, Vill. & P.O.-Azara, (Kootpara), District-Kamrup, Guwahati-17 I am the Applicant No.1 of the instant Application and as such I am authorized by other applicants to sign this verification and verify the statements made in accompanying application and in paragraphs 4.1 to 4.3, 4.7 to 4.14 —

— are true to my knowledge and those made in paragraphs 4.5, 4.6 —

— are true to my information being matter of records and which I believe to be true and those made in paragraph 5 are true to my legal advise and I have not suppressed any material facts.

I signed this verification on this day 21st of October 2003 at Guwahati.

Sri Sonabar Das
Declarant.

CENTRAL PLANTATION CROPS RESEARCH INSTITUTE*(Indian Council of Agricultural Research)*

Research Centre, Kahiluchi-781 017, Guwahati, Assam

F.No. 1(39)/2001-Estt.

Dated 27-09-2001

MEMORANDUM

Shri Sonabar Ch. Das whose name has been sponsored by the Employment Officer, Employment Exchange, Pub-Sarania Mandap Road, Chandmari, Guwahati-3 for a temporary post of 'Skilled Labour' (for the period upto 31-03-2002) at a consolidated amount of Rs. 1500/-pm under an adhoc scheme entitled to "Mini Mission I" is hereby directed to present himself for an Interview at CPCRI Research Centre, Kahiluchi, Guwahati-17 on **10-10-2001 (WEDNESDAY) at 10.00 am**

He should bring with him the following documents in original

- i) Certificate in proof of date of birth and educational qualifications.
- ii) Certificate in proof experience, if any
- iii) Caste certificate issued by the competent authority (for SC, ST, OBC candidates)

No TA or other allowances will be paid for the journey in connection with the interview.



(AK RAY)
Co-Principal Investigator
Mini Mission I

Sri Sonabar Ch. Das
C/o Sonabar Ch. Das
Vill. & PO Azara (Kootpara)
Guwahati-17

Location: Kahiluchi is situated about 22 km away from Guwahati Railway station and on the NH 37
Address: Guwahati-17, Opposite to Kendriya Vidyalaya Azara (Bus stoppage)

Attested
J.S. Advanta

CENTRAL PLANTATION CROPS RESEARCH INSTITUTE
(Indian Council of Agricultural Research)
Research Centre, Kahikuchi-781 017, Guwahati, Assam

F.No. 1(39)/2001-Estt.

Dated 27-09-2001

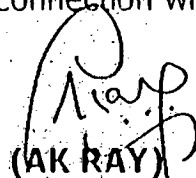
MEMORANDUM

Shri Kan Das whose name has been sponsored by the Employment Officer, Employment Exchange, Pub Sarania Mandap Road, Chandmari, Guwahati-3 for a temporary post of 'Skilled Labour' (for the period upto 31-03-2002) at a consolidated amount of Rs. 1500/- pm under an adhoc scheme entitled to "Mini Mission I" is hereby directed to present himself for an Interview at CPCRI Research Centre, Kahikuchi, Guwahati-17 on **11-10-2001(THURSDAY) at 10.00 am**

He should bring with him the following documents in original

- i) Certificate in proof of date of birth and educational qualifications.
- ii) Certificate in proof experience, if any
- iii) Caste certificate issued by the competent authority (for SC, ST, OBC candidates)

No TA or other allowances will be paid for the journey in connection with the interview.


(AK RAY)

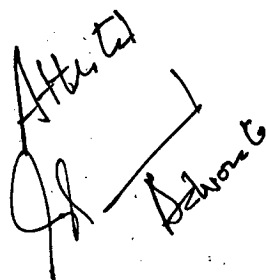
Co-Principal Investigator
Mini Mission I

To

Sri Kan Das
c/o Hiren Das
Kahikuchi, PO. Azara
Kamrup.

BB: CPCRI Kahikuchi is situated about 22 km away from Guwahati Railway Station and on the NH 37 towards Guwahati Airport (Opposite to Kendriya Vidyalaya, Azara) Farm Gate (Bus stoppage)

for*


Advocate

CENTRAL PLANTATION CROPS RESEARCH INSTITUTE
(Indian Council of Agricultural Research)
RESEARCH CENTRE, KAHUKUCHI-781017, ASSAM

F.No. 1(39)/2001-Estt.

Date: 06-12-2001

MEMORANDUM

The undersigned is pleased to offer a temporary assignment of **"Skilled Labour"** under the ad-hoc time bound Scheme entitled **"Technology Mission for Integrated development of horticulture in North Eastern States including Sikkim (MINI- MISSION-1)"** to Sri. Kan. Das on the following terms and conditions:-

- 01 The offer is purely on temporary basis for a period upto 31st March, 2002 from the date of his/her joining the post and are liable to be terminated on completion of the term of engagement or on the date, the sanction of the scheme expires, whichever is earlier.
- 02 He/She will be paid a fixed fellowship of Rs.1,500/- pm without any allowances.
- 03 Grant of traveling allowances for journeys if required to be undertaken for the work connected with the Scheme will be regulated by the relevant rules in force at this Institute.
- 04 The assignment shall be terminated without notice at any time, if he/she is found to be negligent in his /her work or is guilty of unbecoming conduct.
- 05 If he/she leaves his/ her assignment without permission of the Co-Principal Investigator of the scheme, he/she will not be paid any amount due to him/her by the Institute.
- 06 He/She will be under the administrative / Technical control of the Co-Principal Investigator of the Scheme.
- 07 He/She should devote his/her whole time to the assignment given to him/her, and he/she will not be allowed to accept nor hold another appointment during the term of assignment.
- 08 He/She will not be entitled to any other benefits as are applicable to regular ICAR employees.
- 09 He/She should give an undertaking in the attached proforma to the effect that patent rights in respect of the discoveries and inventions that he/she may make and the technical and engineering know-how of processes that he/she may develop during the course of his/her assignments with the ICAR shall vest with the ICAR.

Attested
[Signature]
Advocate

10 The ICAR/ CPCRI will have no responsibility for his/her absorption in the Institute against regular posts, after his/her termination from the ad-hoc Scheme. An agreement to this effect in the prescribed form is to be executed by him/her before taking up the assignment.

In case Sri Kan Das
accepts the above terms and conditions of assignment he/she should communicate his/her acceptance to the undersigned immediately and report for duty on or before 26th December, 2001 failing which this offer will stand withdrawn/ cancelled automatically and no further correspondence in this regard will be entertained.


(Co-Principal Investigator)
Mini Mission I

To

✓ Sri Kan Das
C/o Hiran Das
Bahikuchi, PO Azim
Kamrup

Copy to:

- 01 The Director, CPCRI, Kasaragod.
- 02 The Principal Investigator, Mini Mission I, NRC for Orchids, Pakyang-737 106 (Sikkim)

tejt

Attested
J.S. / Advant

CENTRAL PLANTATION CROPS RESEARCH INSTITUTE
(Indian Council of Agricultural Research)
RESEARCH CENTRE, KARIKUCHI-781017, ASSAM

F.No. 1(39)/2001-Estt.

Date: 06-12-2001

MEMORANDUM

The undersigned is pleased to offer a temporary assignment of "Skilled Labour" under the ad-hoc time bound Scheme entitled "Technology Mission for Integrated development of horticulture in North Eastern States including Sikkim (MINI- MISSION-I)" to Shri Rajesh Chandra Das on the following terms and conditions:-

- 01 The offer is purely on temporary basis for a period upto 31st March, 2002 from the date of his/her joining the post and are liable to be terminated on completion of the term of engagement or on the date, the sanction of the scheme expires, whichever is earlier.
- 02 He/She will be paid a fixed fellowship of Rs.1,500/- pm without any allowances.
- 03 Grant of traveling allowances for journeys if required to be undertaken for the work connected with the Scheme will be regulated by the relevant rules in force at this Institute.
- 04 The assignment shall be terminated without notice at any time if he/she is found to be negligent in his /her work or is guilty of unbecoming conduct.
- 05 If he/she leaves his/ her assignment without permission of the Co-Principal Investigator of the scheme, he/she will not be paid any amount due to him/her by the Institute.
- 06 He/She will be under the administrative / Technical control of the Co-Principal Investigator of the Scheme.
- 07 He/She should devote his/her whole time to the assignment given to him/her, and he/she will not be allowed to accept nor hold another appointment during the term of assignment.
- 08 He/She will not be entitled to any other benefits as are applicable to regular ICAR employees.
- 09 He/She should give an undertaking in the attached proforma to the effect that patent rights in respect of the discoveries and inventions that he/she may make and the technical and engineering know how of processes that he/she may develop during the course of his/her assignments with the ICAR shall vest with the ICAR.

Attested
J. J. Admin. G.

:- 2 :-

10 The ICAR/ CPCRI will have no responsibility for his/her absorption in the Institute against regular posts, after his/her termination from the ad-hoc Scheme. An agreement to this effect in the prescribed form is to be executed by him/her before taking up the assignment.

In case Sri Ranjith Chandra Das accepts the above terms and conditions of assignment he/she should communicated his/her acceptance to the undersigned immediately and report for duty on or before 25th December, 2001 failing which this offer will stand withdrawn/ cancelled automatically and no further correspondence in this regard will be entertained.

(Co-Principal Investigator)
Mini Mission I

To

✓ Sri Ranjith Chandra Das
Vill. Dinzapok (Azara)
PO. Azara
Gidwahati - 17

Copy to:

- 01 The Director, CPCRI, Kasaragod
- 02 The Principal Investigator, Mini Mission I, NRC for Orchids, Pakyong-737 106 (Sikkim)

cc:

Attested
[Signature]
[Signature]

Grams : 'RESEARCH' Guwahati-17
 Fax : 0361 841785

Phone : 0361 - 840251



CENTRAL PLANTATION CROPS RESEARCH INSTITUTE
 (Indian Council of Agricultural Research)
 Research Centre, Kahikuchi-781 017, Guwahati, Assam



F.No.1(39)-2001-Estt.

Date : 07-02-2002

OFFICE ORDER

The Undersigned is pleased to assign the temporary post of Skilled Labour to the following persons under the project entitled "Technology Mission for Integrated division of Horticulture in North Eastern States including Sikkim (Mini Mission I)" of CPCRI, Research Centre, Kahikuchi on a consolidated pay of Rs. 1,500.00 per month with effect from the dates mentioned against each, on the terms and conditions stipulated in this Office Memorandum of even No. dated 06-12-2001, and accepted by them.

Sl.No	Name	Date of Joining
01	Mr. Farid Ali	14-12-2001 (FN)
02	Mr. Tuku Baisiya	14-12-2001 (FN)
03	Mr. Ranjith Ch. Das	14-12-2001 (FN)
04	Mr. Kan Das	14-12-2001 (FN)
05	Mr. Bijoy Ch. Das	14-12-2001 (FN)
06	Mr. Bipul Baruah	14-12-2001 (FN)
07	Mr. Sanabar Ch. Das	14-12-2001 (FN)
08	Mr. Nagendra Medhi	14-12-2001 (FN)
09	Mr. Diganta Medhi	15-12-2001 (FN)
10	Mr. Sanjib Kallit	15-12-2001 (FN)
11	Mr. Bijan Sarma	15-12-2001 (FN)
12	Mr. Behan Ram Medhi	18-12-2001 (FN)
13	Mr. Tapan Baisiya	18-12-2001 (FN)
14	Mr. Nizam Ali	19-12-2001 (FN)
15	Mr. Jitendra Ch. Das	24-12-2001 (FN)

Their assignment is for a period upto 31-3-2002 or till the expiry of the sanction of the scheme whichever is earlier and their services shall be terminated on that date without further notice.

(Signature)
 Co-Principal Investigator

Copy for

- 01 The Individuals concerned by name
- 02 The Director, CPCRI, Kaziranga
- 03 The Co-Investigator, Mini Mission I, NRC for Orchid, Pokyong 737 106 (Sikkim)
- 04 The Sr. Fin. & Accts. Officer, CPCRI, Kaziranga
- 05 The Drawing & DEDUING Officer, CPCRI, RC, Kahikuchi

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(Signature)
(Signature)

32 -

Central Administrative Tribunal
IN THE CENTRAL ADMINISTRATIVE TRIBUNAL
GUWAHATI BENCH AT GUWAHATI

Guwahati Bench

Filed by
Defendant
27/3/04
(B. C. Pathak)
Addl. Central Govt. Standing Counsel
Central Administrative Tribunal
Guwahati Bench : Guwahati

O.A. NO.236/2003

Shri Sonabar Das & Others

... Applicants.

-Vs-

Union of India & Others

... Respondents.

(Written statements filed by the respondents No.1, 2,3,4,5 and 6)

The written statements of the respondents are as follows:

1. That a copy of the O.A. No.236/2003 (referred to as the "application") has been served in the respondents. The respondents have gone through the same and understood the contents thereof.
2. That the statements made in the application, which are not specifically admitted, are hereby denied by the respondents.
3. That before traversing the various paragraphs of the application, the answering respondents gives a brief background of the facts and circumstances of the case as under:

The answering respondents, Indian Council of Agricultural Research, submitted a "Project Proposal" under the name of "Technology Mission for Integrated Horticulture Development in North East India-Mini

32
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2

Mission-I-Research". This project/Scheme was a centrally sponsored Scheme. The objective of the Mini Mission-I were:

1. Production of nucleus/basic seed and planting material of horticultural crops.
2. Standardization of improved production technologies for horticultural crops.
3. Technology refinement and imparting of training to extension functionaries.

(a) In the project proposal the programme Schedule was also drawn up and the duration of the Scheme/Project was for 5 years starting from the year 2001-02. The respondent No.5 was included as one of the implementing authorities amongst others for implementation of the project. The sponsoring Ministry/ Department is the Ministry of Agriculture, Department of Agriculture and Co-operation. The Govt. of India, Ministry of Agriculture, Department of Agriculture and co-operation (Horticulture Division) vide their letter No.40-2/2001-Hort.(iv) dated 10.5.2001 accorded the sanction to the project and the ICAR approved the Scheme vide letter F.No.15(27)/99-IA-V dated 1.11.2002 and 20.11.2002. This was conveyed by the Office Memo. No.NRCO/MM-I/2002-03 dated 12.12.2002. The Scheme has been accordingly sanctioned for a period of 1 year for the year 2002-2003 of the Xth Plan (2002-03) at a total cost of Rs.47.27 lakhs.

(b) By the said project proposal and the Office Memo. dated 12.12.2002, the other terms and conditions including the staff (skilled labourers) was laid down. There were 15 Nos. of Skilled labourers engaged at the rate of Rs.1500/= per month. The applicants' names were sponsored by the Employment Exchange. The applicants have been called for interview along with other candidates sponsored by the employment exchange. In the call letters issued to them it was specially stated that post

of skilled labourer is temporary and having a consolidated pay of Rs.1500/= per month. The applicants accepted the terms and conditions stipulated in the offer of assignment and reported for duty as skilled labourers.

(c) In the offer of appointment is has been clearly indicated among others conditions that:

- (i) The offer is purely on temporary basis for a period up to 31st March, 2002 from the date of his/her joining the post and are liable to be terminated on completion of the term of engagement or on the date, the sanction of the scheme expires, which ever is earlier.
- (ii) The skilled labourer will be paid a fixed fellowship of Rs.1500/- per month without any allowance.
- (iii) The skilled labourer will be under the administrative/technical control of the Co-Principal Investigator of the Scheme.
- (iv) The skilled labourer will not be entitled to any other benefits as are applicable to regular ICAR employees.
- (v) The ICAR/CPCRI will have no responsibility for his/her absorption in the Institute against regular posts, after his/her termination from the adhoc scheme. The applicants accepted all the terms and conditions and accordingly they were engaged in the time bound scheme/project with effect from the dates as indicated in Annexure-C of the application.

The respondents crave the leave of this Hon'ble Tribunal to allow them to rely upon and refer to the said Project Proposal/Scheme at the time of hearing the matter.

4. That with regard to the statements made in **para 4.1** and **4.2**, the respondents state that in view of the facts of the case and the law regulating the adhoc temporary time bound posts in a project scheme, there is no cause of action that may justify any right for conferment of temporary status or regularization of the applicant in the scheme.

5. That with regard to the statements made in **para 4.3** of the application, the respondents have no comments to offer.
6. That with regard to the statements made in **para 4.5**, the respondents state that these being matter of records, nothing is admitted which are not borne by such records.
7. That with regard to the statements made in **para 4.6**, the respondents state that the applicants were given their assignment in the Mini Mission Project at CPCRI Research Centre, Kahikuchi. The duties assigned to them were to assist the Research Associates, who are conducting research in field as well as laboratory. As the stray animals are often destroying the planting of experimental plots, the applicants were also assigned the watch and ward duties on rotation basis in the experimental plots which forms part and parcel of their assigned duties under the Scheme.
8. That the statements made in **para 4.7 and 4.8** the respondents state that the applicant's assignments were on a consolidated fixed amount and not on a time scale of pay. I reiterated and reassert the foregoing statements made in this affidavit and deny the correctness of the statements made in this para. The applicants are not entitled to any other service benefit other than those which are laid down as the terms and condition that were fixed in the offer of engagement. In this connection an agreement was entered into between the individual applicant and the department by which the condition of service is being regulated along with the terms and conditions laid down in the offer of engagement letter and not by any other service rules or conditions of service.

A copy of such agreement is annexed as
ANNEXURE – R1

9. That with regard to the statements made in **para 4.9**, the respondents state that there is nothing to show as to how the respondents have meted out discriminatory treatment against the applicants. I reiterated the foregoing statements made in this affidavit and say that the

applicants have no legal or any other right to claim equal pay for equal work.

10. That with regard to the statements made in **para 4.10**, the respondents state that the cases referred to by the applicants are different cases under different facts and circumstances. Those cases relates to casual/daily labourers where as the applicants are skilled labourers engaged against a time bound project with the condition that they may be terminated from engagement on fulfillment of certain condition of they may be terminated with the closure of the project which ever is earlier. In this connection, the law is well settled in a plethora of decisions rendered by the Hon'ble Supreme Court. The Hon'ble Court has held that when the scheme of the project is specific and it is not of permanent nature, the employee cannot ask for regularization in service. It is also held that the persons engaged against the post created under a sponsored scheme cannot be regularized in that service. These cases are reported in **AIR 1992 SC 713 (Sandip Kumar – vs – State of Uttar Pradesh)** and **(1997)5 SCC 86 (Jawaharlal Nehru Krishi Viswa Vidyalaya –vs – Bal Kishan Soni)**. In similar situation, this Hon'ble Tribunal in OA No.298/2002, OA No.1591/98 (Ernakulam Bench), Industrial Tribunal in C.R No.91/1999 have held that employees engaged in project/scheme are not entitled to regularization in service. Hence, the contention of the applicants cannot sustain in law and the cases referred to have no application in the instant case. Therefore the application is liable to be dismissed.

The copies of the judgement in O.A No.298/02, OA No.1591/98 and CR No.91/1999 are annexed as **ANNEXURE – R2, R3 and R4** respectively.

11. That with regard to the statements made in **para 4.11, 4.12, 4.13 and 4.14**, the respondents state that the respondent has not done anything as illegal, malafide or in violation of any fundamental rights of the applicants or arbitrarily as alleged by the applicants. In this connection, I say that the application has been filed by mis-conception of the

provisions of law and the service conditions by which the applicants are regulated. There is absolutely no legally valid reason for filing this application and therefore the same is liable to be dismissed with costs.

12. That with regard to the statements made in **para 5.1 to 5.8** showing the grounds the respondents state that the grounds show are not at all tenable in law and therefore the application is liable to be dismissed with cost as devoid of any merit.
13. That with regard to the statements made in **para 6 and 7** the respondents have no comment to offer.
14. That with regard to the statements made in **para 8.1, 8.2, 9.1 and 9.2** the respondents state that under the facts and circumstances of the case, provisions of law as discussed above, the applicants are not entitled to any relief whatsoever as prayed for and the application is liable to be dismissed with cost as devoid of any merit.

In the premises aforesaid, it is, therefore, prayed that Your Lordships would be pleased to hear the parties, peruse the records and after hearing the parties and perusing the records, shall also be pleased to dismiss the application with cost.

VERIFICATION

I, Shri **Ashish Kumar Ray**, at present working as **Co-Principal Investigator under Mini Mission-I Scheme**, who is taking steps in the case and being competent and duly authorized, do hereby solemnly affirm and state that the statements made in para 1 to 7, 9, 11 to 13 are true to my knowledge and belief, those made in para 8 & 10 — being matter of records, are true to my information derived there from and the rest are my humble submission before this Hon'ble Tribunal. I have not suppressed any material fact.

And I sign this verification on this 2nd day of March, 2004 at Guwahati.

DEPONENT



(A-K Ray)

**Co-Principal Investigator (Mini Mission-I,
C P G R I, Kahikuchi
Guwahati-781017**

FORM OF AGREEMENT TO BE EXECUTED BY THE PERSONNEL
ENGAGED UNDER AD-HOC RESEARCH SCHEMES/PROJECTS UNDER
CENTRAL PLANTATION CROPS RESEARCH INSTITUTE (ICAR)

01 I, Shri. Jintendra Ch. Das, Vill. Maba,
P.O. Azara, Guwahati-78
who has been offered the temporary assignment of Skilled
Labour under the ad-hoc time bound scheme/
project entitled "Technology Mission for Integrated develop-
ment of horticulture in North-Eastern States including Sikkim
at C.P.C.R.I., Kohikuchi (ICAR) vide memorandum
No. F. 1(39)/2001-Extt. dated 06-12-2001 do hereby
undertake that I will not claim for continued employment or
permanent absorption against any regular post/appointment in
the establishment of this Institute under ICAR, during my
tenure of assignment or after the termination from the
assignment under the Scheme/Project.

02 I am fully aware that my services are purely on
ad-hoc/temporary basis and that shall be terminated on comple-
tion of the term of engagement or on the date, the sanction of
the scheme expires, whichever is earlier.

Dated at Kohikuchi this 24 (date),
12 (month), 2001 (year)

Signature : Jintendra Das
Name : Jintendra Ch. Das
Designation : Skilled labour

--oOo--

FORM OF AGREEMENT TO BE EXECUTED BY THE PERSONNEL
ENGAGED UNDER AD-HOC RESEARCH SCHEMES/PROJECTS UNDER
CENTRAL PLANTATION CROPS RESEARCH INSTITUTE (ICAR)

01 I, Mohd. Nizam Ali, Vill + P.O. :- Azara, ...
... Genuvathali - 17.
who has been offered the temporary assignment of Skilled
labour under the ad-hoc time bound scheme/
project entitled "Technology Mission for Integrated development
of horticulture in North-Eastern states including Sikkim ...
at C.P.C.R.I., Karikechi (ICAR) vide memorandum
No. F.1(39)/2001-Estt. dated 06.12.2001.. do hereby
undertake that I will not claim for continued employment or
permanent absorption against any regular post/appointment in
the establishment of this Institute under ICAR, during my
tenure of assignment or after the termination from the
assignment under the Scheme/Project.

02 I am fully aware that my services are purely on
ad-hoc/temporary basis and that shall be terminated on comple-
tion of the term of engagement or on the date, the sanction of
the scheme expires, whichever is earlier.

Dated at Karikechi this 19 (date),
12 (month), 2001 (year)

Signature : Md. Nizam Ali

Name : Mohd. Nizam Ali

Designation : Skilled labour

--OOO--

FORM OF AGREEMENT TO BE EXECUTED BY THE PERSONNEL
ENGAGED UNDER AD-HOC RESEARCH SCHEMES/PROJECTS UNDER
CENTRAL PLANTATION CROPS RESEARCH INSTITUTE(ICAR)

01 I, Tapan Baishya, c/o. Vma. Kt. Baishya
Wilt P.O. Agelija, P.S. Azwa, Kamrup
who has been offered the temporary assignment of Skilled
labour..... under the ad-hoc time bound scheme/
project entitled "Technology Mission for Integrated Development
of horticulture in North-Eastern states including Sikkim..
at C.P.C.R.I, Kabikuchi.....(ICAR) vide memorandum
No.F. 1(39)/2001- Estt..... dated 06-12-2001... do hereby
undertake that I will not claim for continued employment or
permanent absorption against any regular post/appointment in
the establishment of this Institute under ICAR, during my
tenure of assignment or after the termination from the
assignment under the Scheme/Project.

02 I am fully aware that my services are purely on
ad-hoc/temporary basis and that shall be terminated on comple-
tion of the term of engagement or on the date, the sanction of
the scheme expires, whichever is earlier.

Kabikuchi
Dated at Kasargod this 18.....(date),
12.....(month), 2001.....(year)

Signature : Tapan Baishya
Name : Tapan Baishya
Designation : Skilled labour

--000--

FORM OF AGREEMENT TO BE EXECUTED BY THE PERSONNEL
ENGAGED UNDER AD-HOC RESEARCH SCHEMES/PROJECTS UNDER
CENTRAL PLANTATION CROPS RESEARCH INSTITUTE (ICAR)

01 I, Bishnu Ram Medhi, vill + P.O. Azara,
Guvralahi-17...

who, has been offered the temporary assignment of Skilled
labour..... under the ad-hoc time bound scheme/
project entitled "Technology Mission for Integrated development
of horticulture in North-Eastern including Sikkim.....
at C.P.C.R.I., Kohikuchi..... (ICAR) vide memorandum
No. F.1(39)/2001-Estt. dated 06.12.2001... do hereby
undertake that I will not claim for continued employment or
permanent absorption against any regular post/appointment in
the establishment of this Institute under ICAR, during my
tenure of assignment or after the termination from the
assignment under the Scheme/Project.

02 I am fully aware that my services are purely on
ad-hoc/temporary basis and that shall be terminated on comple-
tion of the term of engagement or on the date, the sanction of
the scheme expires, whichever is earlier.

Dated at ^{Kohikuchi} ~~Kasaragod~~ this 18..... (date),
12..... (month), 2001..... (year)

Signature : Bishnu Ram Medhi

Name : Bishnu Ram Medhi

Designation : Skilled labour

--000--

FORM OF AGREEMENT TO BE EXECUTED BY THE PERSONNEL
ENGAGED UNDER AD-HOC RESEARCH SCHEMES/PROJECTS UNDER
CENTRAL PLANTATION CROPS RESEARCH INSTITUTE (ICAR)

01 I, Brajan Sarma, Vill+P.O. Majingaon
via:- Palashbari, Dist:- Kamrup, Assam
who has been offered the temporary assignment of Skilled
Labour..... under the ad-hoc time bound scheme/
project entitled "Technology Mission for Integrated Development
of Horticulture in North-Eastern States including Sikkim..
at C.P.C.R.I, Kalikuchi.....(ICAR) vide memorandum
No.F.1(39)/2001-Estt:..... dated 06-12-2001. do hereby
undertake that I will not claim for continued employment or
permanent absorption against any regular post/appointment in
the establishment of this Institute under ICAR, during my
tenure of assignment or after the termination from the
assignment under the Scheme/Project.

02 I am fully aware that my services are purely on
ad-hoc/temporary basis and that shall be terminated on comple-
tion of the term of engagement or on the date, the sanction of
the scheme expires, whichever is earlier.

Dated at ^{Kalikuchi} ~~Kasargod~~ this 15.....(date),
12.....(month), 2001.....(year)

Signature : Brajan Sarma

Name : Brajan Sarma

Designation : Skilled Labour

--000--

FORM OF AGREEMENT TO BE EXECUTED BY THE PERSONNEL
ENGAGED UNDER AD-HOC RESEARCH SCHEMES/PROJECTS UNDER
CENTRAL PLANTATION CROPS RESEARCH INSTITUTE (ICAR)

01 I, Sushil Kalita, Vill + Post - Azara
(Kalitapara), Guwahati-17.....

who has been offered the temporary assignment of Skilled
Labour..... under the ad-hoc time bound scheme/
project entitled "Technology Mission for Integrated development
of horticulture in North Eastern States including Sikkim...
at C.P.C.R.I., Kohikuchi..... (ICAR) vide memorandum
No. F.1(39)/2001-Estt...... dated 06.12.2001... do hereby
undertake that I will not claim for continued employment or
permanent absorption against any regular post/appointment in
the establishment of this Institute under ICAR, during my
tenure of assignment or after the termination from the
assignment under the Scheme/Project.

02 I am fully aware that my services are purely on
ad-hoc/temporary basis and that shall be terminated on comple-
tion of the term of engagement or on the date, the sanction of
the scheme expires, whichever is earlier.

Dated at Kasaragod this 15..... (date),
12..... (month), 2001..... (year)

Signature : Sushil Kalita

Name : Sushil Kalita

Designation : Skilled Labour

--000--

FORM OF AGREEMENT TO BE EXECUTED BY THE PERSONNEL
ENGAGED UNDER AD-HOC RESEARCH SCHEMES/PROJECTS UNDER
CENTRAL PLANTATION CROPS RESEARCH INSTITUTE (ICAR)

01 I, Diganta Medhi, Vill- Azara, Medhigam
P.O.- Azara, Guwahati-17
who has been offered the temporary assignment of Skilled
Labour under the ad-hoc time bound scheme/
project entitled "Technology Mission for Integrated development
of horticulture in North-Eastern states including Sikkim..
at C.P.C.R.I., Kohikuchi (ICAR) vide memorandum
No. F.1(39)/2001-Estt : dated 06-12-2001 ... do hereby
undertake that I will not claim for continued employment or
permanent absorption against any regular post/appointment in
the establishment of this Institute under ICAR, during my
tenure of assignment or after the termination from the
assignment under the Scheme/Project.

02 I am fully aware that my services are purely on
ad-hoc/temporary basis and that shall be terminated on comple-
tion of the term of engagement or on the date, the sanction of
the scheme expires, whichever is earlier.

Dated at ^{Kohikuchi} Kasaragod this 15 (date),
..... 12 (month), 2001 (year)

Signature : Sri Diganta Medhi

Name : Diganta Medhi

Designation : Skilled labour

--OOO--

FORM OF AGREEMENT TO BE EXECUTED BY THE PERSONNEL
ENGAGED UNDER AD-HOC RESEARCH SCHEMES/PROJECTS UNDER
CENTRAL PLANTATION CROPS RESEARCH INSTITUTE (ICAR)

01 I, Nagendra Medhi, Vill. + P.O. Azara...
Gummati-17.....

who has been offered the temporary assignment of Skilled Labour
..... under the ad-hoc time bound scheme/
project entitled "Technology Mission for Integrated development
of horticulture in North-Eastern States including Sikkim.....
at C.P.C.R.I., R.R., Kohikuchhi..... (ICAR) vide memorandum
No. F.1(39)/2001-Estt...... dated 06-12-2001... do hereby
undertake that I will not claim for continued employment or
permanent absorption against any regular post/appointment in
the establishment of this Institute under ICAR, during my
tenure of assignment or after the termination from the
assignment under the Scheme/Project.

02 I am fully aware that my services are purely on
ad-hoc/temporary basis and that shall be terminated on comple-
tion of the term of engagement or on the date, the sanction of
the scheme expires, whichever is earlier.

Dated at Kasaragod this 14.....(date),
12.....(month), 2001.....(year)

Signature : Smt Nagendra Medhi

Name : Nagendra Medhi

Designation : Skilled Labour

--000--

FORM OF AGREEMENT TO BE EXECUTED BY THE PERSONNEL
ENGAGED UNDER AD-HOC RESEARCH SCHEMES/PROJECTS UNDER
CENTRAL PLANTATION CROPS RESEARCH INSTITUTE(ICAR)

01 I, .. Shri. Sonabar ch. Das, c/o. Bipin ch. Das
Villt. P.O. - Azara, Guwahati - 17
who has been offered the temporary assignment of "Skilled
Labour" under the ad-hoc time bound scheme/
project entitled "Technology Mission for integrated development
of horticulture in North Eastern States (MINI-MISSION-I)"
at Kohikuchi, C.P.C.R.I. (ICAR) vide memorandum
No.F. 1(39)/2001-Estt. dated 06-12-2001 > do hereby
undertake that I will not claim for continued employment or
permanent absorption against any regular post/appointment in
the establishment of this Institute under ICAR, during my
tenure of assignment or after the termination from the
assignment under the Scheme/Project.

02 I am fully aware that my services are purely on
ad-hoc/temporary basis and that shall be terminated on comple-
tion of the term of engagement or on the date, the sanction of
the scheme expires, whichever is earlier.

Dated at Kasaragod this 14 (date),
12 (month), 2001 (year)

Signature Shri Sonabar ch. Das

Name : Sonabar ch. Das

Designation : Skilled Labour

--oOo--

FORM OF AGREEMENT TO BE EXECUTED BY THE PERSONNEL
ENGAGED UNDER AD-HOC RESEARCH SCHEMES/PROJECTS UNDER
CENTRAL PLANTATION CROPS RESEARCH INSTITUTE (ICAR)

01 I, Bipul Baruah, Vill + P.O. Azara
Guvahati - 17
who has been offered the temporary assignment of Skilled
Labour under the ad-hoc time bound scheme/
project entitled "Technology Mission for integrated develop-
ment of horticulture in North-Eastern States including Sikkim
at C.P.C.R.I., Karkhinehi (ICAR) vide memorandum
No. F.1(39)/2001-Estt. dated 06.12.2001 do hereby
undertake that I will not claim for continued employment or
permanent absorption against any regular post/appointment in
the establishment of this Institute under ICAR, during my
tenure of assignment or after the termination from the
assignment under the Scheme/Project.

02 I am fully aware that my services are purely on
ad-hoc/temporary basis and that shall be terminated on comple-
tion of the term of engagement or on the date, the sanction of
the scheme expires, whichever is earlier.

Dated at Kasaragod this 14 (date),
12 (month), 2001 (year)

Signature Bipul Baruah

Name : Bipul Baruah

Designation : Skilled labour

--000--

FORM OF AGREEMENT TO BE EXECUTED BY THE PERSONNEL
ENGAGED UNDER AD-HOC RESEARCH SCHEMES/PROJECTS UNDER
CENTRAL PLANTATION CROPS RESEARCH INSTITUTE (ICAR)

01 I, Bijoy Ch. Das, s/o. Chandradhan Das
vill. Mirzapur, P.S. T.P.O. Azara, Kamrup.
who has been offered the temporary assignment of Skilled
Labour..... under the ad-hoc time bound scheme/
project entitled "Technology Mission for Integrated develop-
ment of horticulture in North-Eastern States including Sikkim
at C.P.C.R.I., Kalyanpur..... (ICAR) vide memorandum
No. F.1(39)/2001-Estt...... dated 06.12.2001. do hereby
undertake that I will not claim for continued employment or
permanent absorption against any regular post/appointment in
the establishment of this Institute under ICAR, during my
tenure of assignment or after the termination from the
assignment under the Scheme/Project.

02 I am fully aware that my services are purely on
ad-hoc/temporary basis and that shall be terminated on comple-
tion of the term of engagement or on the date, the sanction of
the scheme expires, whichever is earlier.

Dated at Kasaragod this 14.....(date),
12.....(month), 2001.....(year)

Signature : Sri Bijoy Ch. Das

Name : Bijoy Ch. Das

Designation : Skilled Labour

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FORM OF AGREEMENT TO BE EXECUTED BY THE PERSONNEL
ENGAGED UNDER AD-HOC RESEARCH SCHEMES/PROJECTS UNDER
CENTRAL PLANTATION CROPS RESEARCH INSTITUTE (ICAR)

01 I, Kam. Das, Co. Hiran. Das, Kahi Kuchi
.P.O.-D.3ara, ... Kamrup...
who has been offered the temporary assignment of Skilled
Labour..... under the ad-hoc time bound scheme/
project entitled "Technology Mission for Integrated development
of horticulture in North-Eastern States including Sikkim.....
at C.P.C.R.I., Kahi Kuchi.....(ICAR) vide memorandum
No.F. 16(39)/2001 Estt...... dated 06.12.2001.. do hereby
undertake that I will not claim for continued employment or
permanant absorption against any regular post/appointment in
the establishment of this Institute under ICAR, during my
tenure of assignment or after the termination from the
assignment under the Scheme/Project.

02 I am fully aware that my services are purely on
ad-hoc/temporary basis and that shall be terminated on comple-
tion of the term of engagement or on the date, the sanction of
the scheme expires, whichever is earlier.

Dated at Kasaragod this 14.....(date),
12.....(month), 2001.....(year)

Signature : Kam Das
Name : Kam Das
Designation : Skilled Labour

--000--

FORM OF AGREEMENT TO BE EXECUTED BY THE PERSONNEL
ENGAGED UNDER AD-HOC RESEARCH SCHEMES/PROJECTS UNDER
CENTRAL PLANTATION CROPS RESEARCH INSTITUTE (ICAR)

01 I, Mohd. Farid Ali
.....
who has been offered the temporary assignment of
Skilled Labour..... under the ad-hoc time bound scheme/
project entitled "Mini Mission - I.....
.....
at CPCRI, PC, Kohikuchi..... (ICAR) vide memorandum
No.F. (39) 2001-ES#..... dated 6/2/01..... do hereby
undertake that I will not claim for continued employment or
permanent absorption against any regular post/appointment in
the establishment of this Institute under ICAR, during my
tenure of assignment or after the termination from the
assignment under the Scheme/Project.

02 I am fully aware that my services are purely on
ad-hoc/temporary basis and that shall be terminated on comple-
tion of the term of engagement or on the date, the sanction of
the scheme expires, whichever is earlier.

Dated at ^{Kohikuchi} ~~Kasaragod~~ this 13/15..... (date),
December..... (month), 2001..... (year)

Signature : Farid Ali
Name : Md Farid Ali
Designation : Skilled Labour

--000--

FORM OF AGREEMENT TO BE EXECUTED BY THE PERSONNEL
ENGAGED UNDER AD-HOC RESEARCH SCHEMES/PROJECTS UNDER
CENTRAL PLANTATION CROPS RESEARCH INSTITUTE (ICAR)

01 I, Tuku Baishya.....
.....
who has been offered the temporary assignment of Skilled
Labour..... under the ad-hoc time bound scheme/
project entitled "Technology Mission for Integrated
development of horticulture in North-Eastern States..
at C.P.C.R.I., Kalikuchi..... (ICAR) vide memorandum
No. F.1(32)/2001-Estt...... dated 06-12-2001... do hereby
undertake that I will not claim for continued employment or
permanent absorption against any regular post/appointment in
the establishment of this Institute under ICAR, during my
tenure of assignment or after the termination from the
assignment under the Scheme/Project.

02 I am fully aware that my services are purely on
ad-hoc/temporary basis and that shall be terminated on comple-
tion of the term of engagement or on the date, the sanction of
the scheme expires, whichever is earlier.

Dated at Kasaragod this 14..... (date),
12..... (month), 2001..... (year)

Signature : Sri Tuku Baishya

Name : Tuku Baishya

Designation : Skilled Labour

--OOO--

FORM OF AGREEMENT TO BE EXECUTED BY THE PERSONNEL
ENGAGED UNDER AD-HOC RESEARCH SCHEMES/PROJECTS UNDER
CENTRAL PLANTATION CROPS RESEARCH INSTITUTE (ICAR)

01 I, ..Sri...Ranjit...Chandra...Das.....
.....
who has been offered the temporary assignment of
"Skilled Kabaut" under the ad-hoc time bound scheme/
project entitled "Technology Mission for Integrated
development of Horticulture in NE states including Sikkim
at ..KAHIKUCHI.....(ICAR) vide memorandum
No.F. 1.(37)/2001-F&H.. dated 06/12/2001. do hereby
undertake that I will not claim for continued employment or
permanant absorption against any regular post/appointment in
the establishment of this Institute under ICAR, during my
tenure of assignment or after the termination from the
assignment under the Scheme/Project.

02 I am fully aware that my services are purely on
ad-hoc/temporary basis and that shall be terminated on comple-
tion of the term of engagement or on the date, the sanction of
the scheme expires, whichever is earlier.

Dated at Kasaragod this 14-12-2001 (date),
...Decembete.....(month),2001.....(year)

Signature : DR.

Name : Sri Ranjit ch. Das

Designation : Skilled Kabaut

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CENTRAL ADMINISTRATIVE TRIBUNAL, GUWAHATI BENCH.

Original Application No. 298 of 2002.

Date of Order : This the 8th Day of August, 2003.

THE HON'BLE MR JUSTICE D.N.CHOWDHURY, VICE CHAIRMAN.

THE HON'BLE MR N.D.DAYAL, ADMINISTRATIVE MEMBER.

1. Sri Krishna Kanta Roy
S/o Late Priya Nath Roy
Vill: Botaghuli, P.O:- Panjabari
Guwahati - 781 037.
2. Sri Nripen Kakati
S/o Late Rajen Kakati
Vill. & P.O:- Pub Borka
District:- Kamrup, Assam.
3. Sri Jatin Chandra Das
S/o Late Joy Ram Das
Vill: & P.O:- Pandu Bazar
Guwahati - 781012.
District: Kamrup, Assam.
4. Sri Munindra Chandra Das
S/o Late Chuni Ram Das
Vill: Deharkuchi, P.O:- Shanikuchi
District:- Nalbari, Assam.
5. Sri Basanta Kumar Boro
S/o Late Bela Ram Boro
Vill: Bokrapara, Khanapara
District: Kamrup, Guwahati- 781 022.
6. Narendra Nath Sarma
S/o Late Rama Nath Sarma
P.O. & Vill:- Bongshar
District:- Kamrup, Assam.
7. Sri Bongshidhar Bayan
S/o Late Laghana Ram Bayan
Vill: & P.O:- Mugdi
District:- Nalbari, Assam.
8. Sri Puna Ram Murari
S/o Late Vhenda Ram Murari
Vill:- Tangabari Kalaigaon
P.O: Tangabari
District: Darrang, Assam.
9. Sri Sankar Basfore
S/o Late Bhuzan Basfore
Vill: & P.O: Kamlal
District: Darbhanga, Bihar.
10. Sri Nayan Baba Singh
S/o Late Hera Singh
Vill: & P.O:- Kamranga
District:- Cachar, Assam.
11. Sri Ramesh Chandra Daimary
S/o Late Tarani Daimary
Vill:- Lahoripar, P.O:- Rupohi
District: Barpeta, Assam.

All the applicants have been working under the Office of the Commissioner (Border), Govt. of India, Ministry of Home Affairs, Bhangagarh, Guwahati-781005. . . . Applicant.

By Sr. Advocate Mr.D.C.Mahanta, Mr.B.Buragohain & Mr.R.C. Borpatragohain.

- Versus -

1. Union of India
Represented by the Joint Secretary
Government of India
(15-11 & BM) Ministry of Home Affairs
North Block, New Delhi - 110 001.
2. The Desk Officer (B.F.-Desk)
Govt. of India, M.H.A., North Block
New Delhi.
3. The Commissioner (Border)
Government of India
Ministry of Home Affairs, Bhangagarh
Guwahati - 5.
4. The Administrative Officer
Office of the Commissioner (Border)
Govt. of India, Ministry of Home Affairs
Bhangagarh, Guwahati - 781 005. Respondents.

O R D E R

CHOWDHURY, J.(V.C.):

The applicants are eleven in number espousing a common cause. Considering the common interest in the matter and the nature of the reliefs prayed for, leave was granted to the applicants to present their grievances by this application.

1. The applicants are working in the office of the Commissioner (Border) Govt. of India, Ministry of Home Affairs, Bhangagarh, Guwahati i.e. respondent No.3. The office in question, was set up for the construction of Indo-Bangladesh border road and fencing. Pursuant to the above decision the applicants were appointed under the respondents in various posts like UDC, LDC, Peon, Chowkidar, Daftry, Safaiwala and Driver (Group 'C' & 'D') respectively in the year 1984. These persons, since then, are working with the best of their abilities. The applicant No.1 was appointed as LDC in a purely temporary capacity w.e.f.30.3.1985 vide order dated 10.4.1985 and his service was extended upto 31.3.2007 vide order dated 23.8.2001. The applicant No.2 was appointed as Peon on temporary basis

Contd./3

w.e.f.16.10.1984. By order dated 2.6.1986 he was allowed to officiate as LDC for a period of one year. Thereafter his service was extended upto 31.3.2007 vide order dated 23.8.2001. The applicant No.3 was appointed as Peon w.e.f.21.1.1985 in temporary capacity. Thereafter he was promoted to officiate as LDC and UDC by order dated 16.10.2001. Similarly, the other applicants were appointed in Group-'D' as Peon, Driver, Safaiwala and Chowkidar. The applicant No.10 was appointed as Chowkider on 21.11.1986, and he was promoted to the post of LDC w.e.f.16.10.2001. The thematic song of this O.A. is for regularisation of the services of the applicants. In support of their contention the applicants referred to the communication sent by the Administrative Officer, Office of the Commissioner (Border) addressed to the Desk Officer (BF-Desk), Government of India for regularisation of their service. By the aforesaid letter the Administrative Officer indicated about the anxiety of the fourteen nos. of adhoc staff. ^{By the said communication} it was also requested in the event of winding up of the office on completion of the work to initiate absorption of these staff against regular posts in other offices of the Ministry of Home Affairs. The applicants also referred to the communication sent by the Commissioner (Border) addressed to the Joint Secretary (NE), Ministry of Home Affairs. The full text of the communication is reproduced below:-

"No.14013/29(00)93-CB Dated: November 13,2000

To

The Joint Secretary(NE)
Ministry of Home Affairs
North Block
New Delhi- 100 001.

Sub:- Regularisation of services of temporary staff of the Office of the Commissioner (Border), Ministry of Home Affairs, Guwahati.

Sir,

I am to state that the office of the Commissioner (border) has 14 nos. of directly recruited Group-C and Group-D staff appointed temporarily in the year 1985 at the time of creation of Office on the basis of the names

Contd./4

sponsored by the Employment Exchange, Guwahati. These staff continue to remain temporary even after completion of 14/15 years of service and there is a strong resentment among the staff for non-declaring their services to enable them to get promotion and other benefits under ACP scheme. The matter was discussed in the 34th HLEC meeting at New Delhi and on the advice of the HLEC a detailed note along with bio-data and service particulars of these staff were forwarded to the Min. of Home Affairs, New Delhi for taking necessary action. Recently, the Govt. has approved the additional work for construction of IBB road and fence and as such there is a likelihood of the office being continue for another 8 to 10 years.

It is, therefore, requested that steps may be taken for regularisation of the services of the temporary staff of this office an early date.

Yours faithfully,

Commissioner (Border)"

In response to the aforementioned communication Govt. of India by letter No.1/1/95-BF dated 24/28.11.2000 intimated as to the proposal for continuation of the 29 posts in the Office of the Commissioner (Border) including the 14 Group 'C' & 'D' staffs, beyond February, 2001 to March 2007 was referred to the Finance Commission. By the said communication the Govt. of India informed that the Office of the Commissioner (Border) was created temporarily for supervising the Indo-Bangladesh Border Roads and Fence Construction Project Work, which was scheduled to be completed by March, 2007, therefore, it would not be possible to declare the services of the 14 Group 'C' & 'D' temporary staff as permanent. These applicants filed representation before the authority for their regularisation and finally knocked the door of the Tribunal for redressal of their grievances.

2. The respondents submitted its written statement. In the written statement the respondents asserted that the Office of the Commissioner (Border) was set up in May, 1984 to liaise with the various construction agencies and the State Government for the purpose of construction of

Contd./5

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Indo-Bangladesh border road and fencing in Assam, Meghalaya, Mizoram, Tripura and West Bengal and it was to be wound up after the project was over. It was asserted that the office was a temporary one and all the posts were manned by deputationists from other offices except for 15 nos. of Group 'C' and 'D' staff who were directly recruited on purely temporary basis at the time of setting up the through Employment Exchange, Guwahati. The term of appointment of the applicants itself indicated about the temporary nature of the posts. Those posts were created on temporary basis and were extended from time to time. It was stated in the written statement that the first phase of Indo-Bangladesh Border works is nearing completion and Govt. of India approved additional work for construction of Indo-Bangladesh Border road and fence with the time frame of 2001-2007. In view of the nature of the appointments and character of the project, the respondents stated that the services of the applicants as well as the posts would come to an end alongwith the termination of the Scheme.

3. We have heard Mr.D.C.Mahanta, learned Sr. counsel for the applicants assisted by Mr. R.C.Borpatragohain, learned counsel and also Mr.B.C.Pathak, learned Addl.C.G.S.C. for the respondents at length. Mr.Mahanta referring to the Constitutional Scheme of rendering justice - social, political and economy, contended that there was no justifiable ground on the part of the respondents in not taking any positive steps for regularisation of the services of the applicants. The learned Sr.counsel in support of his contention, also referred to various decisions rendered by the Supreme Court to humanise justice. Mr. B. C. Pathak, learned Addl.C.G.S.C did not dispute the legal policies for rendering justice and equity to all concerned. Mr.Pathak however, referred to the

ground realities and submitted that the applicants were appointed purely on temporary basis against project work. The posts are inextricably connected with the Scheme and since the project is temporary, question of creating permanent posts and for that purpose regularisation of services of the applicants does not arise, contended Mr.B.C.Pathak.

4. From the conspectus the following facts emerges:

The ten applicants were appointed during the period from 1.10.1984 to 24.11.1986. The applicant No.8 Sri Puna Ram Murari was appointed on 28.4.1987. The applicant Nos.7, 8 and 10 are ex-Home Guard personnels. Their recruitments were made through Employment Exchange. The persons were recruited for the task undertaken by the Govt. of India for the purpose of construction of Indo-Bangladesh border road and fencing in Assam, Meghalaya, Mizoram, Tripura and West Bengal. The Office of the Commissioner (Border) under Ministry of Home Affairs that was set up in May, 1984 is a temporary one created for the purpose to complete ^{the} mission undertaken. Materials indicated that the Office is a temporary one and the posts were manned by deputationists from other Offices save and except 15 nos. of Grade 'C' & 'D' staffs who were directly recruited through Employment Exchange. The posts were created on temporary basis and extended from year to year. Some of the applicants were given the benefits of promotion on temporary basis with the condition that the promotion would not bestow any right on them to claim regular appointment in the original temporary grade posts. The objective behind ^{is to} execute the construction of Indo-Bangladesh border road and fencing in the five border States. It thus appears that the appointments made were for the purpose of completing the project/scheme. Their appointments are therefore co-terminous of the Scheme itself. The objective of the

project was to meet the requirement. The appointments of the applicants shall continue with the project and the duration is to come to an end with the end of the project on fulfillment of the need.

5. On consideration of all the aspects of the matter, it would not be appropriate for us to issue direction on the respondents as prayed for in aid of Section 19 of the Administrative Tribunals Act, 1985 for absorbing the applicants. Any such direction will be contrary to this Scheme as well as the legal policies laid down by the Supreme Court consistently in this regard right from *Jawaharlal Nehru Krishi Vishwa Vidyalaya vs. Bal Kishan Soni* (1997) 5 SCC 86 to *S.M.Nilajkar vs. Telecom, District Manager, Karnataka* (2003) 4 SCC 27; *Surendra Kumar Sharma vs. Vikas Adhikary and Another* 2003 SCC (L&S) 600 and *MD, U.P. Land Development Corporation and Another vs. Amar Singh and Others* 2003 SCC (L&S) 690.

6. Though we refrain from making any direction on the authority for regularisation of the services of the applicants, we feel it necessary to express our view that the case in hand, deserves consideration for keeping them in employment. We have said so in consideration of the basic foundation of legal policy which is to provide benefit and well being of the denizen - "salus populi est suprema lake". The cardinal objective of legal policy is to render justice, equity and fair play. Our Republican Constitution does not countenance to do injustice. It is the basic policy of the consideration that law should afford equal direction for all signifying in the words of Prof.R.Dworkin - "equal concern and respect". There cannot be two opinions that law should be just. The Court or Tribunal is to assure that there is no failure of justice.

Considering all these aspects of the matter we leave the matter on the respondents to take care of the

: 8 :

situation. We hope and trust that the authority will continue to take the same care as it bestowed already on these persons for keeping the pot boiling. The Scheme is likely to be completed by 2007. Before drawing of the curtain and things fall apart, the respondents are to explore all possible measures to mitigate the situation with a healing touch either by devising a Scheme or other ^{suitable arrangement} as it deem fit and proper. With these observations we close the proceeding. The application thus stands disposed of.

3

There shall, however, be no order as to costs.

Sd/ VICE-CHAIRMAN

Sd/ MEMBER (A)

CENTRAL ADMINISTRATIVE TRIBUNAL
ERNAKULAM BENCH

ANNEXURE : R₃

O.A. No.1591/98

Friday, this the 23rd day of April, 1999.

CORAM:

HON'BLE MR RK AHOOJA, ADMINISTRATIVE MEMBER

HON'BLE MR AM SIVADAS, JUDICIAL MEMBER

1. Rachel Samuel,
W/o. John Varghese,
Research Associate,
Central Plantation Crops Research Institute,
Regional Station, Kyamkulam.
2. P.R. Lekha Kumari,
W/o. Prathapachandran Pillai.P.,
Research Associate,
Central Plantation Crops Research Institute,
Regional Station,
Kayamkulam.
3. Bindu .S. Menon,
W/o. K.M. Ravindranath,
Research Associate,
Central Plantation Crops Research Institute,
Regional Station,
Kayamkulam.

...Applicants

By Advocate Mr. P.V. Mohanan

Vs.

1. The Director,
Central Plantation Crops Research Institute,
Kasaragod.
2. The Secretary,
Indian Council of Agricultural Research,
Krishi Bhavan,
New Delhi.

...Respondents

By Advocate Mr. C.N. Radhakrishnan

The application having been heard on 5.3.99, the
Tribunal on 23.4.99 delivered the following:

ORDER

HON'BLE MR AM SIVADAS, JUDICIAL MEMBER

The applicants seek the following reliefs:

- (1) To call for the records leading to
Annexure A-14 and set aside the same.

-32- the Technical
Council of Agricultural Research.

(iii) To stay the termination of the service of the applicants as Research Associates on 28.11.1998 or on the dates on which the scheme terminates."

2. Applicants say that they were appointed under the scheme of AP Cess Fund and USIF Research Project. At the time of commencement of the project and appointment of the applicant in that project, the Director of Central Plantation Crops Research Institute entered into an agreement with the Embassy of United States of America agreeing to absorb in the event the USIF project ceased to function. The said agreement is in the custody of the first respondent and the applicants with earnest efforts made could not obtain a copy of the same. A scheme in which the applicants are working terminates on 29.11.1998 consequent to which the service of the applicant will also be terminated.

3. Learned counsel appearing for the respondents vehemently argued that this O.A. is liable to be dismissed at the threshold.

4. The case of the applicants is built upon an alleged agreement executed between the Director of the Central Plantation Crops Research Institute and the Embassy of U.S.A. whereby it was agreed to absorb the applicants in the event of termination of the scheme. Apart from the applicants' contention that there is an agreement agreeing to absorb them on termination of the scheme in the Institute, no details of the agreement have been mentioned in the O.A. For non-mention of the details, the applicants say that the agreement, in the custody of the first respondent and inspite of best efforts made,



could not get a copy of the same. -33- 63

Learned counsel appearing for the respondents submitted that there is no such agreement executed as stated by the applicants. Learned counsel appearing for the respondents made available for our perusal a letter from James H. Thomas, Director for U.S. Department of Agriculture addressed to the first respondent dated April 2, 1993 containing a copy of the project proposal. It says that the total amount obligated by the United States Department of Agriculture for this project shall not exceed 13,62,400 Indian Rupees during a period not to exceed three (3) years. In the project report, it is specifically stated that the duration of the project is three years. It is further specified that this scheme cannot be combined with another scheme financed entirely by the Central/State Government/University or private institution for their own funds, not financed by or submitted to I.C.A.R and the Research Associates will be employed on a co-terminating basis with the scheme. (Emphasis supplied).

6. All the three applicants were appointed provisionally to temporary posts of Research Associates in the project. The first applicant was offered temporary post of Research Associate under the project as per A-1 dated 22.11.93 on the terms and conditions laid down therein. The first condition is that the post is temporary for a period of three years. The fourth condition is that the appointment may be terminated on completion of the term of appointment or on the date the sanction of the scheme expires, whichever is earlier. The fifth condition is that the appointment may also be terminated without notice, at any time, the incumbent is found to be negligent in her work or is guilty of unbecoming conduct. Applicants 1 and 3 were appointed as per A-2 order dated 18.1.94 on acceptance

of the scheme expires, whichever is earlier and their service shall be terminated on that date without further notice.

7. The second applicant was appointed as per A-6 dated 18.1.96 as Research Associate on a temporary basis on the terms and conditions stipulated in O.M. dated 4.12.95. The said O.M. mentioned in A-6, is not made available. From A-2 and A-6, it is clearly seen that the appointment is only temporary and will be terminated on completion of the term of appointment or the date on which sanction of the scheme expires, whichever is earlier. A-1, A-2 and A-6 are in conformity with what is contained in the project proposal that the Research Associates will be employed on a co-termination basis with the scheme.

8. Apart from the bald averment that an agreement was entered into between the first respondent and the Embassy of U.S.A., there is nothing to show that any such agreement was entered into.

9. Even assuming there is an agreement as alleged by the applicants, what is the position? An agreement enforceable by law is a contract. It is well accepted principle that a stranger to a contract, as a general rule, cannot sue upon the contract. It is true that there are certain exceptions recognised. There is no case for the applicants that the exceptions apply here. That being the position, the applicants being strangers to the contract, they cannot sue upon the



Applicants have also raised a ground that the impugned order A-14 is barred by estoppel. The rule of estoppel depends for its application on certain questions of fact. It should, therefore, be specifically pleaded. Where estoppel is not specifically pleaded, a party cannot be permitted to rely upon. To sustain the plea of estoppel, which is a mixed question of law and fact, there should be a distinct pleading standing the facts on which an estoppel can be founded. There is no distinct or specific pleading standing on facts in the O.A. In the absence of such pleading, the contention on the point of estoppel cannot be gone into.

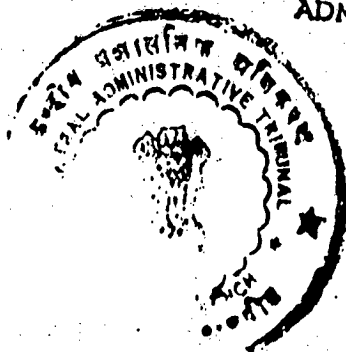
11. We do not find any ground, much less any good ground to admit the Original Application.

12. Accordingly, the Original Application is dismissed.
No costs.

Sd/-
A.M. SIVADAS
JUDICIAL MEMBER

Dated the 23rd day of April, 1999.

Sd/-
R.K. AHOOJA
ADMINISTRATIVE MEMBER



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सत्यमेव जयते

ANNEXURE : R4

BEFORE THE
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL - CUM - LABOUR COURT

"Shram Sadan",
G.G. Palya, Tumkur Road,
Yeshwantpur, Bangalore - 560 022.

DATED : 12th MARCH 2003

PRESENT : Shri V.N.KULKARNI
Presiding Officer

C.R. No. 91/1999

I Party

Sh Ananda,
S/o S. Sanjeeva,
Kudukorigudda,
Kankandy Post,
MANGALORE - 575 002.

II Party

The Director,
Central Plantation Crops Research
Institute,
Kundlu P O.,
KASARGOD - 671 124.

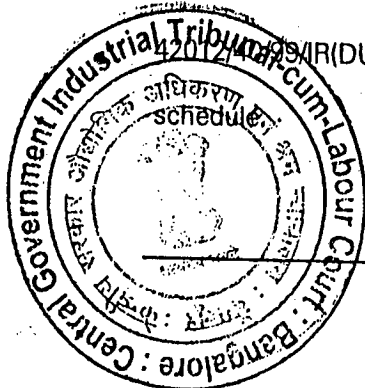
Appearances

I Party : Ramesh Upadhyay & S N Bhat
Advocates

II Party : S V Shastri
Advocate

AWARD

1. The Central Government by exercising the powers conferred by Clause (d) of Sub-section (1) and Sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order No. L-420121/IR(DU) dated 27.07.1999 for adjudication on the following



Ananda vs. CPCRI

THE SCHEDULE

"Whether the action of the management of Central Plantation Crops Research Institute (Indian Council of Agricultural Research), Kasargod, Kerala in not considering the case of Sri Ananda, Ex.climber for reinstatement and regular employment on the plea that he is overaged is legal & justified? If not, to what relief the said workman is entitled?"

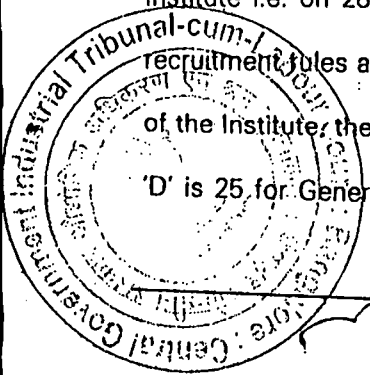
2. I party workman was working with the Management. He was not reinstated and was not taken as Regular Employee and therefore Industrial Dispute is raised.
3. Parties appeared and filed claim statement and counter respectively.
4. The case of the workman in brief can be narrated as under:
BRIEF HISTORY
5. I party was appointed as Climber on consolidated pay of Rs. 1,100.00 per month from 24.09.1992 at CPCRI SEED FARM at Kidu, Dakshina Kannada. He has been continuously working as a Climber. There were no complaints against him. He was terminated by an order dated 28.02.1994 which is not correct. Some other 7 employees were also terminated. It is his further grievance that subsequently except him all other employees service whose services were terminated along with him were re-appointed and they are working. I party has been attending the Regional Station and requesting for reinstatement but he was asked to wait and ultimately he has not been reinstated. He was sponsored by the Employment exchange and the Management appointed the workman as Climber with effect from 24.09.1992. It is his further case that while terminated Mandatory requirements of Industrial Disputes Act 1947 are not complied with. I party for these reasons and some other reasons has prayed to pass award in his favour.

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6. As against this, the case of the Management in brief is as under:

7. It is the case of the Management that Central Plantation Crops Research Institute (CPRCRI) is an Institution functioning under Indian Council of Agricultural Research (ICAR), a Registered Society under the Societies Registration Act 1860 and fully financed by the Government of India, Ministry of Agriculture, conducting research on Plantation Crops. Regarding its functioning details are given.

8. It is the further case of the Management that the workman was appointed under a Adhoc scheme entitled 'Production of genetically superior high yielding planting materials of arecanut' and the appointment was purely temporary. He was appointed through Employment exchange along with 7 others. This workman and others worked till the termination of the period of scheme. Consequently upon the expiry of the aforesaid scheme the services of workmen came to an end. This was as per the terms and conditions of the appointment order itself. It is the further case of the Management that some others were regularly appointed except this workman. They were appointed considering their experience and they were earlier sponsored by the Employment exchange and they were called as fresh nominees and were selected under Group 'D' regular posts of Climber-cum-Mazdoor in 1994. It the further case of the Management that after a lapse of 4 years and 8 months of the termination of the said ad-hoc scheme, the workman represented the Institute i.e. on 28.10.1998 to give him regular appointment. But as per the recruitment rules applicable to Central Government Employees and employees of the Institute, the age limit for appointment against the regular post of Group 'D' is 25 for General, 28 for OBC and 30 for SC/ST. The date of birth of the



applicant is 16.05.1965, he has crossed the age limit of 30 years and he is not eligible for regular appointment.

9. It is further said that the Management does not come under the Industrial Dispute Act. Management for these reasons and some other reasons has prayed to reject the reference.

10. It is seen from the records that the Management examined one witness MW 1 and closed the case. On behalf of Management number of documents were marked.

11. Against this, the workman filed affidavit as evidence and he was cross-examined.

12. I have heard both the counsels at length. I have carefully perused the records. I have read the evidence and also considered the decisions relied by the Management.

13. According to the evidence of MW 1 workman was appointed under a scheme and it was purely temporary appointment. He also said that on the expiry of the scheme automatically services of the I party came to an end. Ex M-1 is the appointment order of the workman. It is an established fact that the appointment of the workman was under a scheme namely 'Production of genetically superior high yielding planting materials of arecanut' of CPCRI. According to the appointment order Ex M-1 the appointment was temporary for a period of one year till the termination of the above-referred scheme. With this, it is clear that the appointment was under a particular scheme for a specific period and therefore there is no merit in the arguments of the learned counsel appearing for the workman that the workman has worked continuously

for more than 240 days
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for more than 240 days and he is deemed to be in service and Management has not complied with the provisions of 25 (F) of the Industrial Dispute Act and the termination is bad.

14. From the material before us and from the records, it is clear that it is not a case of termination. I party workman in his cross-examination has said that he accepted the terms and conditions of Ex M-1 and reported for duty. He also admits that he was appointed under a scheme and he was removed after the completion of the scheme.

15. The learned counsel appearing for the Management has relied on the following decisions:

1. AIR 1997 SUPREME COURT 1855
2. W.A. No. 466/2000 dated July 10, 2000 &
3. W.A. No. 1210 of 1991 dated 19th March, 1998

16. Keeping in mind the principles held in W.A. No. 466/2000 dated July 10, 2000. I am of the opinion that the case of the workman is not retrenchment at all. The next contention of the Management as per MW 1 is that subsequently some other workmen were regularly appointed but by the time, I party workman approached the management, he was over aged. Workman has admitted in his cross-examination that he gave representation in writing in October 1998. He also admitted that in October 1998 he was over aged. He says that his case he was not considered. He says that his case he was not considered because he was age barred. It was argued by the learned counsel

appearing for the Management that till 1998 this workman did not approach the

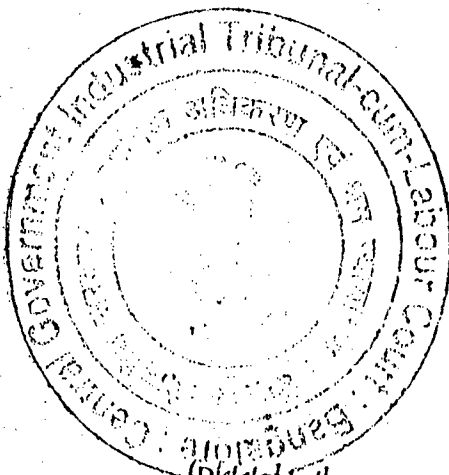


by the learned counsel appearing for the workman that in the year 1994, I was not regular employee and at that time he was not over aged and therefore there is injustice to this workman. There is no merit in this argument because the workman himself has said that only in the year 1998 he gave written representation. By that time he was over aged and the Management could not recruit him as regular employee as per rules.

17. It is clear from the records that the workman was appointed under particular scheme and he was removed after the completion of the scheme and he could not be appointed as regular employee because by the time he gave application he was over aged. I have given my best consideration to the material before me and I am of the opinion that there is no merit in this reference and accordingly, I proceed to pass following order:

ORDER

Reference is rejected.



(Dictated to the L D C in camp court, transcribed by him, corrected and signed by me on 12th March 2003)


(V.N.KULKARNI)
PRESIDING OFFICER

12-3-2003

C. G. I. T-CUM-L. C. B.

TRUE COPY


SECRET

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(42) (67)

Filed by,
Sri Sonabar Das Applicant
No. 1
Through J. L. L. 1
ADIL AHMED
Advocate

**IN THE CENTRAL ADMINISTRATIVE TRIBUNAL,
GUWAHATI BENCH, GUWAHATI**

O.A.No.236 of 2003

Sri Sonabar Das & Others

...Applicants

-Versus-

Union of India & Others

...Respondents

-AND-

IN THE MATTER OF

Rejoinder Submitted by the Applicants in the above said
Original Application against the Written statement filed
by the Respondents.

The humble Applicants submit this Rejoinder as follows:

1. That with regard to statement made in paragraph 1 & 2 of the Written Statement filed by the Respondents of the above said Original Application, the Applicants have no comments and beyond records nothing is admitted.

2. That with regard to statement made in paragraph 3 to 14 of the Written Statement filed by the Respondents of the above said Original Application the Applicants beg to state that it is fact that offer of appointment is made for a period up to 31st March 2002 from the date of joining of the post and liable to terminate on completion of the term of engagement or on the date the sanction of Scheme expired. But surprisingly after termination of the said engagement letter period i.e. after 31st March 2002, the Respondents continued the engagement of the Applicants without giving them any further notices or any letter of continuation of the said engagement. From its clearly appears that there are regular vacancy of employment under the Respondents. Moreover the Applicants are also engaged in regular roaster duty of day and night

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watch and ward duty under the Respondents. The work and nature of duties of the Applicant are permanent in nature. They are looking after Ninety (90) Bighas of Agricultural Land under the Central Plantation Crops Research Institute, Research Center Kahikuchi Azara, Guwahati-17. The said Agricultural Land cultivated Coconut trees, Betal-nut trees, Cashew trees, Peppers and varieties of Vegetables etc. The said food and Vegetables products are used for research work and also for selling it to the local public by the Respondents.

The offer of engagement made by the Respondents expires on 31st March 2002. But the Respondents without renewing the said offer of engagement engaging the Applicants continuously without any notice. The Applicants also presuming that their engagement will be regularized by the Respondents, as the Respondents have not terminated their service on 31st March 2002 and they did not try for any other jobs. Now all the Applicants are over aged for Government or Semi-government and Private jobs. The Respondents are also exploiting the men power of the Applicants by giving them a very lower fixed pay of skilled labour @ Rs.1500/- p.m. which is illegal, arbitrary and not sustainable in the eye of law. The Central Government being a model employer cannot deprive the Applicants from their legitimate pay of a skilled labour. The Applicants are drawing a fixed pay, which is also lower than unskilled labour working under any Government, Semi-government or Private Organization. Moreover jobs of the Applicants are permanent in nature and the Respondents need the works of the Applicants for smooth running of the Central Plantation Corps Research Institute, Kahikuchi, Guwahati. The Applicants being local unemployed youth, as such they should be given priority by the Respondents to engage them in a permanent manner. There are many Group-D posts lying under the Respondents. Recently in the year of 1999, 2002 and 2003 namely Sri Biman Das, Sri Purna Das and Sri Upen Ch. Das were retired from their service as Group-D staff under the Respondents. Apart from this also one Sri Jamir Ali, Sri Puna Ram Das and many other permanent Group-D staff will also retire from service in the year 2005 and 2006 respectively. In the said posts the instant Applicants can be absorbed by the Respondents.

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From the above facts it is very clear that the Respondents are exploiting the men power of the Applicant by not regularizing their posts and also by not paying the appropriate pay scale of the skilled labour. As such the whole contention of the Written Statement submitted by Respondents are misleading to this Hon'ble Tribunal. The Applicants prays before this Hon'ble Tribunal that the Respondents may be directed to regularize the service of the Applicants and also to give them appropriate pay scale of skilled labour.

As

VERIFICATION

I, Shri Sonabar Das, Son of Bipin Ch. Das, Vill. & P.O.- Azara, (Kootpara), District-Kamrup, Guwahati-17. I am the Applicant No.1 of the instant Application and as such I am authorized by other Applicants to sign this verification do hereby solemnly verify that the statements made in this rejoinder are true to my knowledge and belief. I have not suppressed any material facts.

And I sign this verification on this the day of 2004
at Guwahati.

Sri Sonabar Das