

CENTRAL ADMINISTRATIVE TRIBUNAL, JABALPUR BENCH, JABALPUR

Original Application No. 96 of 2003

Jabalpur, this the 6<sup>M</sup> day of September, 2004

Hon'ble Shri M.P. Singh, Vice Chairman  
Hon'ble Shri Madan Mohan, Judicial Member

Vikas Kumar, Balmik, S/o. Ram Prasad,  
H.No. 128, Laxmi Bai Ward, Belhari,  
Mandla Road, Jabalpur,

and 7 others.

... Applicants

(By Advocate - None)

V e r s u s

Union of India, through the  
Secretary, Min. of Defence,  
Government of India, New Delhi,

and 3 others.

... Respondents

(By Advocate - Shri Bhushan Adlak on behalf of Shri Om  
Namdeo)

O R D E R

By Madan Mohan, Judicial Member -

None for the applicants Since it is an old case of 2003, we dispose of this Original Application by invoking the provisions of Rule 15 of CAT (Procedure) Rules, 1987. Heard the learned counsel for the respondents and perused the records carefully.

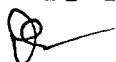
2. By filing this Original Application the applicants have claimed the following main reliefs :

"i) direct the respondents to reinstate the applicants with immediate effect and pay the wages from 16.10.2002 on wards,

ii) direct the respondents to regularised the applicants without any break as the applicants were serving under the respondents since last eight year. Nothing adverse has been pointed out from any corner.


iii) void contract work which is going on to be stopped."

3. The brief facts of the case are that the <sup>applicants</sup> ~~the~~ were working as Casual Labourers under the control of the respondents.



The names of the applicants were registered in the employment exchange as scheduled caste. The cards were produced before the respondent No. 3. The applicants were continuously serving under the full command and control of the respondents. The documents relating to their initial engagement and employment of the applicants are in possession of the administration of the CDA, Jabalpur. These documents have not been yet returned to the applicants. The respondent No. 3 orally used to inform the applicants that the sanction for the casual labourers have not been received from the CGDA, as such the applicants have to work on contract. If they want they may continue their work on contract till receipt of sanction from the CGDA. The applicants having no alternative except to work on the conditions of the respondents as the only means of survival of the applicants was the service under the respondents. The respondent No. 3 orally informed the applicants that they have been removed from the employment and their wages from 1.10.2002 were withheld and were <sup>after</sup> paid ~~one~~ month i.e. in November, 2002. The respondent No. 3 violated all the standing orders related to Contract Act and undue influence was used over Shri Rajesh Kumar who was a low paid labour under the respondents. Thus, the action of the respondents illegal and hence, the OA deserves to be allowed.

4. The learned counsel for the respondents argued that the applicants were working in the office of respondent No. 3 purely on contract basis. The respondents never engaged the applicants in the capacity of casual worker. The applicants were neither sponsored by the employment exchange nor the respondents have confirmed their engagement through the employment exchange. The work performed by the applicants were being carried out on contract basis and the applicants were working under a contractor. The applicants have failed



to produce their engagement letters received from the respondents. It is also not possible for the respondents to engage any casual labour without following the appropriate procedure. Thus the claim of the applicants that they were working as casual labour is false, baseless, fabricated and far from the truth and misleading.

5. After hearing the learned counsel for the respondents and on careful perusal of the pleadings and records of the case, We find that the applicants were never engaged by the respondents in any way. They were working under some Government contractor and they were not the Government employees. We have perused Annexure A-1 dated 1st July, 2002, <sup>Annexure 67</sup> which is an agreement of conservancy and labourers work, Annexure A-2, <sup>Annexure 69</sup> and other documents. On perusal of Annexure A-2 <sup>Annexure 69</sup> dated 29.1.2003 issued by the then Deputy CDA(AN), <sup>it</sup> clearly states that the applicants were not employees of the respondents and they were engaged by the Contractor. On completion of term of the contract the old contract stood terminated and a fresh contract has been entered by the new contractor who has engaged his own manpower. The respondents have neither engaged nor terminated the services of any labour." The applicants could not show us any document regarding their employment or engagement in service with the respondents. Hence, they cannot claim any relief legally from the respondents. They were working under some contractor and for their removal the respondents are not responsible. The applicant also could not <sup>show</sup> any irregularity or illegality in the action of the respondents.

6. In view of the above, we do not find any merit in this OA and accordingly, the same is dismissed. No costs.

(Madan Mohan)  
Judicial Member

(M.P. Singh)  
Vice Chairman