

50/100

CENTRAL ADMINISTRATIVE TRIBUNAL
GUWAHATI BENCH
GUWAHATI-05

(DESTRUCTION OF RECORD RULES, 1990)

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O.A/T.A No. 17/95.....

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SECTION OFFICER (Judl.)

Shakti
11/2/18

CENTRAL ADMINISTRATIVE TRIBUNAL
GUWAHATI BENCH :: GUWAHATI -5.

ORIGINAL APPLICATION NO.

17/95

MISC PETITION NO.

(J.A. NO.)

REVIEW APPLICATION NO

(J.A. NO.)

CONT. PETITION NO.

(J.A. NO.)

Sri Parash Kolita

APPLICANT(S)

VERSUS

Union of India

RESPONDENT(S)

Mr. B.K. Sharma, Mr. B. Mehta, Mr. S. Samal

Advocate for the
Applicant.

Advocate for the
Respondents

Office Note

Court Orders

1-2-95

This application is in
form and within time.

C. F. of Rs. 50/-

deposited vide

IPO/B/D No. 803882546

Dated 27.1.95

W. B. Mehta (1)
27/1/95
PA.

Mr. B.K. Sharma for the applicant
Mr. A.K. Choudhury Addl. C.G.S.C. seeks
to appear for the respondent is
requested to file the memo of appearance
Notices however be directly issued
to the respondents. It is identical
with O.A. 241/94 which has been admitted.
Hence admit. four weeks for written
statement. Issue notice to the
respondents to show cause why interim
order should not be passed. Returnable
on 2-3-95.

The respondents shall not be terminated
the service of the applicant
until further orders.

hcl
Vice-Chairman

ba
Member

1m

*Requisites are sent
on 9-2-95 & proposed
case & order no. 840-44
dt. 13.2.95*

O.A. 17/95

OFFICE NOTE

COURT ORDERS

2.3.95

Mr. A.K.Choudhury, Addl. C.G.S.C. for the respondents.

Ad-interim order not to terminate the service of the applicant is already prevailing. The respondent No. 5 who is present instructs the learned Add. C.G.S.C. to inform the Court that the service of the applicant has not been terminated. Hence with a direction to the respondents not to terminate the service of the applicant until further orders without prior leave of this Tribunal, ^{no} further interim order is called for. The order is without prejudice to the rights and contentions of the parties. Eight weeks for written statement. To be placed for hearing on 8.5.95.

Member

Vice-Chairman

trd

8-5-95

Mr-B.K.Sharma/Mr.A.K.Choudhury.

At the request of Mr.A.K.Choudhury adjourned to 3-7-95. Liberty to file written statement.

Vice-Chairman

Member

lm

With a duty send on

R.D. 3, 4 & 5.

3/7/95

w/ statement - has not been filed -

30/6

(13)
O.A.17/95

3-7-95

Mr. A.K. Choudhury Addl. C.G.S.C. is present. Counter filed to-day. Adjourned for orders on 4-9-95.

lm

lm
Vice-Chairman
lm
Member

4.9.95

To be listed for hearing on 13.11.1995.

lm
Member

lm
Vice-Chairman

pg

lm
13/9

13.11.95 If orders ~ 9.1.96 ✓

10.11.95

A show cause
submitted by the
respondents and the
same is placed in
N.P. 97/95.

O.A. 17/95

11.95

Rejoinder to the W/s 12.4.96
on behalf of the applicant
has been submitted

Case is ready for hearing.

Mr. B.K. Sharma for the applicant.
Mr. A.K. Choudhury Addl. C.G.S.C. for the
respondents.

Case is ready for hearing. List
for hearing on 30.5.96.

Member

1) Service ready on
Res pds no. 3, 4 & 5

pg

2) Shew Cause has been 30.5.96
Submitted.

Leave note of Mr B.K. Sharma, learned
counsel for the applicant. Mr S. Sarma prays
for adjournment on his behalf. Mr A.K. Choudhury,
learned Addl. C.G.S.C., is present for the
respondent.

List for hearing tomorrow, 31.5.96.

Member(A)

Member(J)

nkm

OFFICE NOTE

DATE

ORDER

31.5.96

Learned counsel for the parties are present and have made their submissions in part. Hearing adjourned to 10.6.96. The respondents are directed to produce the copy of the Merit and Normal Assessment Scheme (MANAS) for Scientific, Technical and Separate Staff Revised and Effective from 1.4.1992 and also the instruction circulated in May 1991 mentioned in para 6 "Contractual Service", of Annexure-B to the rejoinder, namely record note of discussion held between the DG and SWA representatives on 28.9.1994.

Copy of the order may be furnished to Mr S. Ali, Sr. C.G.S.C.

Member(A)

Member(J)

nkm

10.6.96

Learned Sr. C.G.S.C., Mr S. Ali for the respondents. Learned counsel Mr B.K. Sharma for the applicant.

Mr Ali has submitted a copy of letter No.17(197)/90-E.II dated 14.5.1991 together with the guidelines mentioned therein. Mr B.K. Sharma submits that he requires time to go into the same and also to ascertain whether those instructions and guidelines are the same as mentioned in item 6 "Contractual Service" of the resolution dated 28.9.1994.

Mr Ali also submits copy of the revised MANAS effective from 1.4.1992. In this respect

13-6-96

Copy of order issued to the respondents vide

No. 1420-1425 Dt.

12.6.96.

Ran

6

10.6.96

also Mr Sharma submits that he requires time to examine the documents. He, therefore, seeks time for examination of the aforesaid two documents and reply if considered necessary.

List for fresh hearing of the O.A. on 15.7.96.

In our order dated 15.5.1996 in M.P.No.61/96 we have directed the respondents to allow the applicant to continue in the same post till 15.6.96 or disposal of the O.A. whichever is earlier. Since the O.A. cannot be disposed of within the stipulated date of 15.6.96 and after considering the submission of the counsel for the parties we consider it fair and just to direct the respondents to continue the applicant in the same post under the same terms and conditions until further orders. They are accordingly directed.

Liberty to the respondents to apply.


Member(A)


Member(J)

nkM

15-7-96

Learned counsel Mr.B.K.Sharma for the applicant. Learned Addl.C.G.S.C. Mr.A.K.Choudhury for the respondents.

List for hearing on 12-8-96.


Member

lm


12.8.96

Mr S.Sarma for the applicant
Mr A.K.Choudhury, Addl.C.G.S.C for
respondents.

List for hearing on 10.9.96


Member

pg


12/8

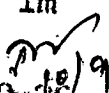
10-9-96

Leave note of of Mr.B.K.Sharma
Mr.A.K.Choudhury Addl.C.G.S.C. for t
respondents.

List for hearing on 9-10-96.


Member

lm


9-10-96

Learned counsel Mr. B.K.Sharma for the
applicant. List for hearing on 17.11.96.


Member

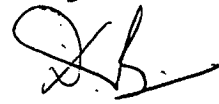

9/11

27-3-97

Learned counsel Mr.B.K.Sharma for
the applicant and Mr.A.K.Choudhury Addl.
C.G.S.C. for the respondents are present

List on 9-5-97 for hearing.


Member


Vice-Chairman

pg



31/3

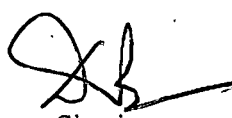
O.A. No. 17 of 1995

9.5.97

Mr. B.K. Sharma, learned counsel appearing on behalf of the applicant prays for adjournment till Wednesday i.e. 14.5.97. Prayer allowed.

List it on the top of the list as part heard alongwith O.A. 241 of 1994.


Member


Vice-Chairman

trd

F 13/5

14.5.97

Heard Mr B.K. Sharma, learned counsel for the applicant, and Mr A.K. Choudhury, learned Addl. C.G.S.C., appearing on behalf of the respondents. Hearing concluded. Judgment delivered in open court, kept in separate sheets. The application is allowed. No order as to costs.


Member


Vice-Chairman

nkm

10.7.97
Copy of the judgment
has been sent to the
parties vide d.No.7
2351 to 2359 of 10.7.97
db.

IN THE CENTRAL ADMINISTRATIVE TRIBUNAL
GUWAHATI BENCH

Original Application No.16 of 1995
Original Application No.17 of 1995
Original Application No.18 of 1995
Original Application No.241 of 1994

Date of decision: This the 14th day of May 1997

The Hon'ble Mr Justice D.N. Baruah, Vice-Chairman
The Hon'ble Mr G.L. Sanglyine, Administrative Member

O.A.No.16/95

Shri Dulal Sahu,
Ex-Project Assistant,
Geo-Science Division,
Regional Research Laboratory,
Jorhat.

.....Applicant

By Advocate Mr B.K. Sharma and Mr S. Sarma.

-versus-

1. Union of India, represented by the
Secretary to the Government of India,
Ministry of Science & Technology,
New Delhi.
2. The Director General,
Council of Scientific & Industrial Research,
New Delhi.
3. The Director,
Regional Research Laboratory,
Jorhat.
4. The Joint Secretary,
Council of Scientific & Industrial Research,
New Delhi.
5. The Controller of Administration,
Regional Research Laboratory,
Jorhat.

.....Respondents

By Advocate Mr S. Ali, Sr. C.G.S.C.

.....

O.A.No.17/95

Shri Paresh Kalita,
Project Fellow, Grade-III,
Geo-Science Division,
Regional Research Laboratory, under CSIR,
Jorhat.

.....Applicant

By Advocate Mr B.K. Sharma and Mr S. Sarma.

-versus-

1. The Union of India, represented by the
Secretary to the Government of India,
Ministry of Science & Technology, New Delhi.

503

2. The Director General,
Council of Scientific & Industrial Research(CSIR),
New Delhi.
 3. The Director,
Regional Research Laboratory, Jorhat.
 4. The Joint Secretary,
Council of Scientific & Industrial Research,
New Delhi.
 5. The Controller of Administration,
Regional Research Laboratory, Jorhat.Respondents
- By Advocate Mr A.K. Choudhury, Addl. C.G.S.C.

.....

O.A.No.18/95

Shri Pabitra Pran Sarma,
Project Fellow-III,
Geo-Science Division,
Regional Research Laboratory,
Jorhat.

.....Applicant

By Advocate Mr B.K. Sharma and Mr S. Sarma.

-versus-

1. Union of India, represented by the
Secretary to the Government of India,
Ministry of Science & Technology,
New Delhi.
 2. The Director General,
Council of Scientific & Industrial Research (CSIR),
New Delhi.
 3. The Director,
Regional Science Laboratory, Jorhat.
 4. The Joint Secretary,
Council of Scientific & Industrial Research,
New Delhi.
 5. The Controller of Administration,
Regional Research Laboratory, Jorhat.Respondents
- By Advocate Mr S. Ali, Sr. C.G.S.C.

.....

O.A.No.241/94

Shri Shantanu Dutta,
Project Fellow, Grade-III,
Applied Civil Engineering Division,
Regional Research Laboratory, Jorhat.

.....Applicant

By Advocate Mr B.K. Sharma and Mr S. Sarma.

-versus-

1. The Union of India, represented by the
Secretary to the Government of India,
Ministry of Science & Technology, New Delhi
 2. The Director General,
Council of Scientific & Industrial Research(CSIR), New Delhi.
 3. The Director,
Regional Research Laboratory, Jorhat.
 4. The Joint Secretary,
Council of Scientific & Industrial Research, New Delhi.
 5. The Controller of Administration,
Regional Research Laboratory, Jorhat.Respondents
- By Advocate Mr A.K. Choudhury, Addl. C.G.S.C.

O R D E R

BARUAH.J. (V.C.)

The above applications involve common questions of law and similar facts. Therefore, we propose to dispose of all the applications by a common judgment.

2. Facts for the purpose of disposal of the applications are:

All the applicants were appointed in the Regional Research Laboratory by respondent No.3 on various dates and they have been continuously working as such. Initially, all the applicants had been appointed Project Assistant at a consolidated pay of Rs.500/-. The consolidated pay was enhanced from time to time and at present the pay is Rs.1800/-. They were so appointed in sponsored project. In 1981 a scheme was prepared by the respondent No.2, namely, Council of Scientific and Industrial Research (CSIR for short). The said scheme was known as Merit and Normal Assessment Scheme (for short MANAS). The period of the said Scheme expired and again reintroduced in a revised form and became effective from 1.4.1992. The contention of the applicants is that they fulfilled all the conditions laid down in the Scheme for regularisation of their services inasmuch as they had completed more than three years of service. However, the authorities refused to regularise them on the plea that the Scheme was no longer in existence. Hence the present applications.

3. We have heard Mr B.K. Sharma, learned counsel for the applicants, and Mr S. Ali, learned Sr. C.G.S.C., for the respondents in O.A.Nos.16 and 18 of 1995, and Mr A.K. Choudhury, for the respondents in O.A.Nos.17/95 and 241/94. According to Mr Sharma the applicants were discharging their duties continuously except only for short ~~artificial~~ breaks. The learned counsel further submits that those breaks were artificially created

just to deprive the applicants from the benefits of the Scheme. Mr Ali and Mr Choudhury, on the other hand, submit that the applicants are not entitled to get their services regularised in view of the fact that their services were not continuous inasmuch as there has been breaks in their services from time to time. However, the allegation of Mr B.K. Sharma is that the breaks were artificial and not for any bonafide necessity. The learned counsel for the respondents are not in a position to refute this submission.

4. On the submission of the learned counsel for the parties it is now to be seen whether the respondents' refusal to regularise the services of the applicants can sustain in law and whether the applicants are eligible to be regularised in their services.

5. It is an admitted fact that the applicants had been working for several years with, however, short breaks of one or two days. According to the learned counsel for the applicants, these breaks were artificially created just to deprive them from the benefit of the Scheme.

6. We have perused the application as well as the written statement and heard the learned counsel for the parties. We find that these one or two days breaks are not for any administrative necessity. At least there is nothing on the record to indicate that. The learned counsel for the respondents have also not been able to show that those breaks were necessary for administrative purpose.

7. In view of the above we hold that the applicants were working continuously for more than three years which was a condition for the purpose of regularisation of their services. From the pleadings and other records available before us, we are of the opinion that the short breaks were artificially created - there was no administrative necessity. These artificial

breaks.....

breaks cannot deprive the applicants, the benefit of the Scheme (See AIR 1990 SC 2228, 1992 (2) SCC 29, and 1987(3) SLJ (CAT) 569). An attempt has been made by the learned counsel for the respondents to show that at times the applicants were not in service for a long time, and therefore, they would not be regarded as being in continuous service. But, if Annexure-A to the rejoinder, the revised Scheme of MANAS effective from 1.4.1992, is taken into consideration this will show that the applicants had been working for more than three years, with, however, short breaks as indicated above. Therefore, they are entitled to the benefit of the Scheme. It may be mentioned here that the respondents have clearly stated in paragraph 32 of the written statement in O.A.No.16/95 that the name of the applicant was sponsored by the Employment Exchange and after having selected by the Selection Committee, he was appointed as Project Assistant for six months only on contractual basis. This itself indicates that the applicant fulfilled the requirements mentioned in the Scheme. Similar averments have been made in the written statements of the other applications also.

8. Considering all the aspects of the matter we hold that all the applicants are entitled to be regularised in their services as per the Scheme (MANAS) prepared, and more specifically as per the revised Scheme effective from 1.4.1992. Accordingly we direct the respondents to regularise the services of the applicants within a period of one month from today in terms of the Scheme. If at the time of regularisation the applicants are found to be overaged that should be ignored and this shall not be a bar for regularisation. Till regularisation the applicants should not be removed from their services.

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9. The applications are accordingly allowed. However, considering all the facts and circumstances of the cases we make no order as to costs.

Sd/-VICE CHAIRMAN

Sd/-MEMBER (A)

(u)
CENTRAL ADMINISTRATIVE TRIBUNAL
GUWAHATI BENCH

17

Date of Order: This the 9th Day of January 1996.

Original Application No.16/1995.

1.

Sri Dulal Saha Applicant.

-Vs-

Union of India & Ors. Respondent.

2. Original Application No.17/95 with M.P.97/95.

Shri Paresh Kalita Applicant.

-Vs-

Union of India & Ors. Respondents.

3. Original Application No.18/95 with M.P.96/95

Shri Pabitra Pran Sarma, Applicant

-vs-

Union of India & Ors. Respondents.

C O R A M

JUSTICE SHRI M.G.CHAUDHARI, VICE-CHAIRMAN
SHRI G.L.SANGLYINE, MEMBER(A)

For the Applicant:- Mr.B.K.Sharma with
Mr.B.Mehta and
Mr.S.Sarma.

For the respondents:- In O.A.No.16/95 and | Mr.S.Ali,
18/95 with M.P.96/95 | Sr.C.G.S.C.

In O.A.17/95 with M.P.97/95

Mr.A.K.Choudhury, Addl.C.G.S.C.

O R D E R.

CHAUDHARI J(VC):

All these cases involve question of regularisation and continuation of engagement till then. By the Misc.Petition the applicants have prayed that a direction be issued to the respondents to continue their service as before till disposal of the O.A. Heard Mr.B.K.Sharma the learned counsel for the applicants and Mr.S.Ali, Sr.C.G.S.C. and Mr.A.K.Choudhury Addl.C.G.S.C. representing the respondents

contd/-

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in the applications respectively.

2. The applicants have filed the O.As contending that although their initial appointment was described as temporary and though they have been engaged in spells after giving formal break, they are entitled to be regularised in the post of Scientific Assistant/Junior Technical Assistant, Grade III, with retrospective effect and all consequential benefits.

3. Applicant in O.A.16/95 was initially appointed on 24-9-84. The applicant in O.A. 17/95 was initially appointed on 22-3-83 and the applicant in O.A.No.18/95 was appointed on 26-11-82. The last spell of engagement of each of them was for a period of six months vide orders issued in December 1994 and consequently they would stand disengaged in April 1995. The applicants in ^{all the OAs} ~~in O.A. 17 and 18~~ however presented the ~~instant~~ OAs before the period of engagement was over, on 30-1-95. The applications were admitted on 1-2-95. At that stage the respondents were directed not to terminate the service of the applicants. By further interim order dated 2-3-95 the respondents were directed not to terminate the service of the applicants until further orders without prior leave of the Tribunal. Obviously those orders were passed in view of the currency of the engagement.

4. The respondents however did not issue order for further continuation or reengagement of the applicants after the then spell of engagement came to end in April 1995. That has ^{led} to the filing of the Misc.Petitions. The grievance made is that the respondents have committed

contd/-

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the breach of the order dated 2-3-95 by not issuing the orders of further engagement and thus bringing about termination of service of the applicants without obtaining prior leave from the Tribunal.

5. In the show cause reply to the petitions the respondents have stated that in due deference to the order of the Tribunal the services of the applicants have not been terminated but that ~~"it is only after"~~

"it is only after the completion of the contractual engagement further offer of engagement on contractual basis against project/scheme has not been renewed as the case is sub-judiced and kept in abeyance.....After expiry of the contractual period the offer of engagement stands automatically cancelled."

According to the respondents ^{they} have not thus violated the interim orders.

6. In our view ^{it} may not be held that the respondents have violated the interim orders in terms. They have however defeated the very object and purpose of the interim orders by reading them narrowly. Although therefore technically they may not be in breach of the order their action has resulted in frustrating the very purpose of the O.As particularly when the question is sub-judice. In that connection it may be stated that the applicants have voiced in the original applications that they not only apprehend that their services may be terminated but also that they may not be granted appointment after expiry of the then existing period of engagement, that is after 15-4-95. The reply of the respondents in the written statement is as follows:-

"The respondents further beg to state that as the case is sub-judice further offer of engagement has been kept in abeyance beyond 14-4-95 but as per the advice of the Hon'ble Tribunal the service of the applicant has not been terminated. However, further consideration will be made as per the decision of the Hon'ble Tribunal."

The applicants have averred in the O.A. that there were 17 posts vacant. The respondents have also admitted in the written statement that there ^{are} few posts lying vacant but have added that as there is no identical post and also in view of the ban imposed by the Government of India, these posts cannot be filled. According to them some persons have been appointed by way of fresh appointments after due selection and recruitment. It is however pointed out by the applicants that the respondents have issued orders at least in respect of four persons in the month of November 1995 engaging them for a period of three months on contractual basis. That shows that the applicants could possibly be re-engaged till further orders were passed by the Tribunal without difficulty.

7. In the aforesaid background it was obligatory on the part of the respondents to have apprised the Tribunal with the reasons for which they were not inclined to re-engage the applicants and appointing some others. In the circumstances the withholding of issuance of re-engagement orders amounts to termination while the question of regularisation is the subject matter of the O.As. In the circumstances following interim order is passed:

1. The respondents are directed to issue the order of re-engagement of the applicants in the same posts on which they were

(8)

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engaged earlier forthwith operative for a period of three months. The re-engagement of the applicants in pursuance of this order will be without prejudice to the rights and contentions of the respondents, the O.A.s and it will not by itself confer any right on the applicants to claim regularisation or further continuation. The question of the period between expiry of the last engagement and the ~~g~~ fresh engagement as now directed will be open to be agitated at the hearing of the O.As. ^{if the OAs are not} ~~is not~~ heard finally within a period of three months it will be necessary for the applicants to seek ^{further} directions before the term of engagement comes to an end and it will also be open to the respondents to seek directions to permit them not to further continue the engagement of the applicants, ~~of the applicants~~. The question of eligibility of the applicants to be considered under MANA Scheme is left open to be dealt with at the hearing of the O.As.

The respondents are directed to produce at the hearing of the O.As the copy of the instructions circulated in May 1991 by the DGSIR (mentioned in ~~class~~ clause VI of Annexure B to the rejoinder in O.A.17/95)

Order in above terms in both the Misc. Petitions and on O.A.16/95. All the O.As to be listed for hearing on 26-2-96.

Sd/- VICE CHAIRMAN

Sd/- MEMBER (ADMN)

9

Copy 2 ²² order 8-9-1-96
Issued to all concerned
Vice no. 182-189 & 18-1-96.

17/1

Copy issued to
counsel of parties.

28-2-96

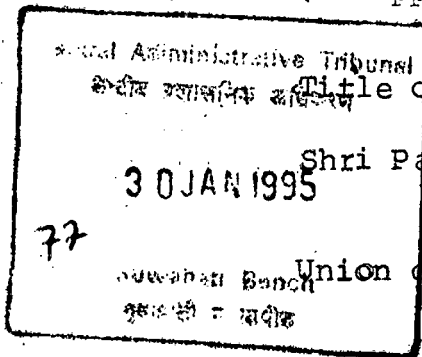
To be listed for
hearing on 12.2.96.

By order

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IN THE CENTRAL ADMINISTRATIVE TRIBUNAL :: GUWAHATI BENCH

(An application under Section 19 of the Administrative
Tribunals Act, 1985)



Title of the Case : O.A. No. 17 of 1995

Shri Paresh Kalita ... Applicant

- Versus -

Union of India & Others ... Respondents

I N D E X

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23 Written Statement 38 to 63,
24. Rejoinder to written statement 64-89
25. Application for use in Tribunal's Office :

*Received copy
Atk Chandra
Held C.G. 50
1/2/95*

Date of filing :
Registration No. :

REGISTRAR

27
find my in
applied in
Sanctioned
30/1/95

IN THE CENTRAL ADMINISTRATIVE TRIBUNAL:: GUWAHATI BENCH

O.A. No. of 1995

BETWEEN

Shri Paresh Kalita,
At present working as Project Fellow, Grade-III,
Geo-Science Division,
Regional Research Laboratory,
under CSIR,
Jorhat.

... Applicant

AND

1. The Union of India,
represented by the Secretary to the
Government of India,
Ministry of Science and Technology,
New Delhi.
2. The Director General,
Council of Scientific and Industrial Research (CSIR),
Rafi Marg, New Delhi.
3. The Director,
Regional Research Laboratory, Jorhat.
4. The Joint Secretary,
Council of Scientific & Industrial Research,
Anusandhan Bhawan, Rafi Marg, New Delhi.
5. The Controller of Administration,
Regional Research Laboratory, Jorhat.

... Respondents

DETAILS OF APPLICATION

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

The applicant is not directed against any particular order but is directed against the deemed rejection of representation of the applicant for regularisation of services. However, the applicant is also aggrieved by different orders of his appointment since 1983 till date by which he has also been appointed on temporary basis on different spells of and thereby adopted an unfair labour practice by the respondents.

Contd..P/2.

2. JURISDICTION OF THE TRIBUNAL :

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

3. LIMITATION :

The grievances of the applicant is a continued wrong meted out to him and now as a last resort, he has come under the protective hands of the Hon'ble Tribunal.

4. FACTS OF THE XR CASE :

4.1 That the applicant is a citizen of India and a permanent resident of Assam and as such, he is entitled to all the rights, protections and privileges guaranteed by the Constitution of India.

4.2 That the applicant is a Bachelor Degree holder in Schence (B.Sc.) and fully qualified to hold the post of Project Assistant/Junior Scientific Assistant/Junior Technical Assistant, Grade-III under the Regional Research Laboratory (RRL), Jorhat.

4.3 That pursuant to an advertisement and indent placed by the RRL, Jorhat with the Employment Exchange with whom the name of the applicant was registered, the Employment Exchange sponsored the name of the applicant alongwith many others for the post of Project Assistant in the RRL, Jorhat. After such sponsorship of the name of the applicant, he alongwith many others appeared before the Selection Committee for selection and the applicant came out successful in the

selection. It will be pertinent to mention here that neither in the advertisement/indent placed with the Employment Exchange nor in the interview call letter and not even during the course of selection, the applicant was ever told that his assignment would be temporary. It was the bonafide belief of the applicant that his sponsorship and selection is for permanent absorption.

31.04.1985

Gawhati, Assam
पुनर्वासी - 1985

4.4 That pursuant to the aforesaid sponsorship and selection, the applicant was appointed as Project Assistant at a consolidated pay of Rs.500/- per month for a period of six months by an order No.RRLJ-9(59)Estt/79 dated 22.3.83. The applicant was so posted in the Geo-Science Division under the Seismic Surveillance Station and since then he has been continuing as such till date but yet to be regularised in his service. The applicant was completely taken aback to receive such an appointment order inasmuch as as stated above, it was his legitimate expectation that his appointment would be on permanent basis. However, in these hard days of livelihood and derth of employment, the applicant had no other alternative than to accept the employment. Accordingly, he joined the post and since ~~then~~ such joining, he has been continuing under the respondents till date as indicated above.

A copy of the first appointment order dated 22.3.83 is annexed herewith as ANNEXURE-1.

4.5 That after the initial appointment as aforesaid, the applicant had been transferred to Kohima Seismic Surveillance Station with immediate effect vide an office memorandum No. RLJ-7(12)-Estt/76 dated 5.5.83.

A copy of the said order of transfer is annexed herewith as ANNEXURE-2.

Contd...P/3.

4.6 That the services of the applicant were extended from time to time on a consolidated pay of Rs.500/- per month.

Copies of such order of extension are annexed herewith as ANNEXURES-3 and 4.~~xx~~

That by an office order ~~the~~ No. RLJ-9(2)-Estt/^{21.10.87}~~2687~~

dated ~~20.5.88~~, the services of the applicant were extended for a period of six months with effect from 1.4.88. However, the pay of the applicant was raised to Rs.1,000/- per month. Such appointment was again extended from time to time.

Copies of the orders dated ^{21.10.87}~~2.5.88~~ and 5.5.89 are annexed herewith as ANNEXURES-5 and 6 and 7 respectively.

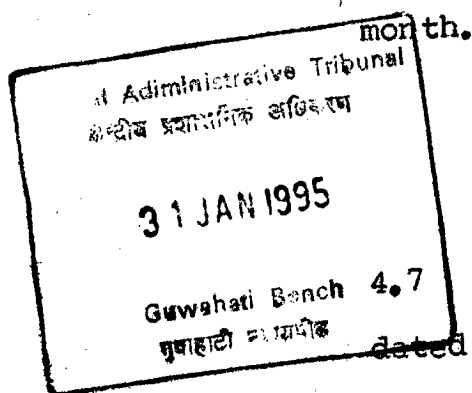
4.8 That by yet anothee order No. RLJ-9(2)-Estt/89 dated 7.11.89, the pay of the applicant alongwith others was raised to Rs.1500/- per month with effect from 12.10.89. Thereafter also the services of the applicant was extended from time to time.

Copies of the orders dated 7.11.89 and 7.5.90 are annexed herewith as ANNEXURES-8 and 9 respectively.

4.9 That by an office memorandum No. RLJ-9(2)-Estt/89 dated 31.10.90, the applicant was transferred to Bomdila Seismic Surveillance Station, and consequent upon such transfer, he was given an additional amount of Rs.300/- per month.

A copy of the said office memorandum dated 31.10.90 is annexed herewith as ANNEXURE-10.

Contd...P/2.



4.10 That the services of the applicant alongwith others were further extended by an office order No.RLJ-9(2)-Estt/90 dated 31.10.90 with effect from 15.10.90. Such extension was again given by office orders dated 25.4.91, and 31.10.91.

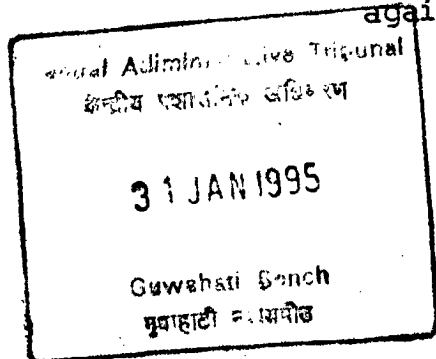
Copies of the aforesaid office orders dated 31.10.90 16.4.91 and 31.10.91 are annexed herewith as ANNEXURE-11, 12 and 13 respectively.

4.11 That by yet another office order No.RLJ.9(2)-Estt/92 dated 30.4.92, the services of the applicant was extended with effect from 1.4.92, on a consolidated pay of Rs.1800/-. Such extension was further given by subsequent appointment orders dated 4.5.93, 10.5.94 and lastly by order dated 19.12.94.

Copies of the aforesaid orders dated 30.4.92, 4.5.93, 10.5.94 and 19.12.94, are annexed herewith as ANNEXURES-14, 15, 16 and 17 respectively.

4.12 That the applicant states that with effect from 30.3.94, the applicant has been transferred to RRL, Jorhat but no order has been passed to that effect and formally he has been shown to be a staff still at Bomdila, but practically and physically, he has been working at RRL, Jorhat. Presently, the applicant has been on tour as deputed by the respondents for a period of three months with effect from 19.12.94 to Mendipathar, Garo Hills, Meghalaya. It will be pertinent to mention here that while on tour, the applicant is provided to tour allowance. Furthermore, ~~it~~ be it also stated here that the applicant was provided with accommodation while was at Kohima and at Bomdila. The rent for the house was provided for by the respondents.

Contd...P/6.



4.13 That the applicant states that such continuance of the services of the applicant with time to time extension in exploitative terms is violative of constitutional provisions and laws framed thereunder. The Apex Court time and again has seriously deprecated such practice on the part of the employer more particularly when the employer is none other than the Central Government itself. It is under the peculiar facts and circumstances and having regard to the fact that there is derth of employment, the applicant has been compelled to accept the offer of appointment under the compelling circumstances with the hope that a time would come when his services would no longer be in exploitative term and that he would be regularised by the respondents. In this connection, it may be pertinent to state that there is a scheme prevelant in the CSIR in terms of which the Scientific and Technical Staff like that of the applicant are required to be regularised after rendering three years or more services. The said scheme is known as "Merit and Normal Assessment Scheme" (MANAS) for Scientific and Technical Staff.

4.14 That in view of the factual position, the services of the applicant is ~~xx~~ required to be regularised with retrospective effect more so in view of the fact that he entered into the services of the respondents as per their own indent placed before the Employment Exchange and as was sponsored by the Employment Exchange. The applicant was appointed under the respondents ~~xxx~~ after a proper selection and under any rule, no further selection is contemplated. The respondents cannot utilise the services of the applicant in exploitative terms and the constitutional provisions demand that the services of the applicant be regularised. In this connection, the

Contd...P/7.

applicant craves the leave of the Hon'ble Tribunal to refer to the constitutional provisions and so also the dictum of the Apex Court, High Courts and Benches of this Hon'ble Tribunal.

W

4.15 That the applicant states that at present there are 17 posts of Junior Scientific Assistant/Junior Technical Assistant, Grade-III vacant under the respondents, The pay scale prescribed for the post is Rs.1400-2300/- with usual allowances. After regularisation of the services of the Project Assistant/Project Fellow-III, they are designated as J.T.A. or J.S.A. The respondents have earlier on regularised the services of many Project Assistants who are similarly situated * like that of the applicant. The said incumbents were regularised after rendering 2-5 years of service. Some of the names ~~of~~ are given below :

1. Shri Dipak Bordoloi,
2. Shri K.C. Likhok,
3. Shri R.C. Bharali,
4. Shri Ananta Barua,
5. Shri Anujal Sarma,
6. Shri Samiran Borthakur
7. Shri U.S. Bhattacharjee,
8. Sri D. Borthakur, etc.

The above persons were similarly situated like that of the applicant and their services have been regularised after rendering 2-5 years of service against the services rendered by the applicant for long eleven years. The above examples are only illustrative and not exhaustive. Furthermore, since there are 17 posts of J.T.A./J.S.A. there is no earthly reason as to why the applicant should be continued on

temporary basis with time to time extension for consolidated pay of Rs.1800/- as against regular pay scale of Rs.1400-2300/-

In this case, there is clear violation of the principles of equal pay for equal work. The applicant does ~~not~~ the same amount of job as that of the regular incumbents but he is being paid a consolidated amount of Rs.1800/- which is clearly discriminatory and against the dictum laid down by the Apex Court and other Courts. Thus apart from regularisation of his service, the applicant is also entitled to regular pay scales prescribed for the post being held by him retrospectively. The respondents instead of being model employer cannot resort to the old draconian law of higher and fire policy and they are bound ~~to~~ by the Constitutional provisions. The applicant has crossed the upper age limit for any Government job.

4.16 That the applicant states that the discrimination of the applicant is explicit on the face of it inasmuch as one Shri Prabin Kr. Phukan was also appointed like that of the applicant as Project Fellow, Grade-III on consolidated pay of Rs.1800/- . has also been continuing in service. He has even been imparted with training by sending him to New Delhi and in the process, he was shown as Dealing Assistant. Thus it will be evident that the respondents are favouring their blue eyed boys resulting in hostile discrimination in violation of the Articles 14 and 16 of the Constitution of India. In the above context, the applicant begs to annex the appointment order of Shri Phukan dated 17.3.94 and his tour programme dated 2.11.94 as ANNEXURES-18 and 19 respectively.

4.17 That the applicant has made several representations before the respondents but except assurances, nothing has been

Contd...P/9.

done in the matter of regularisation of his service. In this connection, it will be pertinent to mention here that the respondent No. 5 by his letter No. RLJ-13(619)-Estt/86 dated 21.10.94 has forwarded the representations of one Shri Santanu Dutta and another Shri Dulal Sahu who are also working as Project Assistant like that of the applicant under the respondents (but later entrants than the applicant). In the said forwarding letter, the cases of the two incumbents have been recommended for regularisation with the remark that because of the alleged ban on recruitment, none of the Project Assistant could be considered for regular absorption. However, it is emphatically stated that to the best of the knowledge of the applicant, no such ban has been imposed by the Central Government. Moreover the case of the applicant is of regularisation and not of recruitment. Thus even if there is any ban on recruitment, same will not be an impediment towards regularisation of services of the applicant.

A copy of the said letter dated 21.10.94 is annexed herewith as ANNEXURE-20.

4.18 That the applicant has come under the protective hands of the Hon'ble Tribunal as a last resort having failed to get a redressal of his grievance before the departmental authorities. He has submitted a numerous representations before the departmental authorities urging for regularisation of his services but all have fallen into the deaf ears of the respondents. He apprehends that since he has come before the Hon'ble Tribunal, same might antagonise the respondents and consequently, his services may either be terminated and/or he may not be granted the extension/appointment after expiry of the present term of appointment (i.e. upto 15.4.95). If such

Contd...P/10.

a situation arises, he will suffer irreparable loss and injury and will be put to peril alongwith the members of his family.

5. GROUND'S FOR RELIEF WITH LEGAL PROVISIONS :

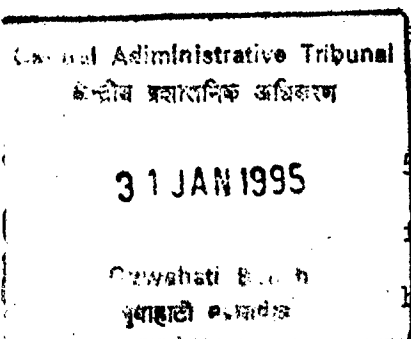
5.1 For that prima facie the action/inaction of the part of the respondents are illegal and arbitrary and accordingly, judicial intervention is called for in the matter.

5.2 For that the action/inaction of the respondents being founded on malafide and the entire exercise on their part being colourable exercise of power, timely intervention of of the Hon'ble Tribunal in the matter is called for.

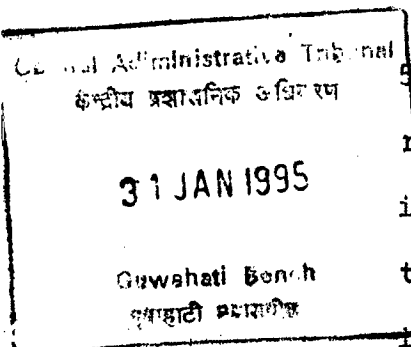
5.3 For that the applicant having rendered about ~~nine~~ eleven years of service, there is ~~no~~ a strong presumption that his service is indispensable and thus the respondents should not be allowed to continue the applicant on the basis of time to time extension ~~of~~ at a consolidated pay and instead his service is required to be regularised in regular pay scale with retrospective effect.

5.4 For that there being no ~~ban~~ on recruitment, there is no earthly reason as to why the services of the applicant should not be regularised even assuming that there is a ban on recruitment, the case of the applicant being one of regularisation, the same will not be applicable to the case of the applicant.

5.5 For that there being a scheme in the department for regularisation of the service of the Scientific and Technical Staff after rendering three years of service, there is no earthly reason as to why the said scheme should not be



made applicable to the applicant so as to regularise ~~the~~ his service.



5.6 . For that the applicant cannot be deprived of the regular pay scales and his service cannot be utilised in exploitative terms in a lesser pay inasmuch as he does the same nature and amount of job like that of the regular incumbents. This situation has resulted in gross violation of the principles of natural justice and is also violative of the Articles 14 and 16 of the Constitution of India.

5.7 For that there being apparent discrimination in the entire episode, the respondents are required to be suitably directed to refrain from such discriminatory treatment with further direction to regularise the service of the applicant with retrospective effect.

5.8 For that the principles of legitimate expectation is amply applicable in the instant case inasmuch as during ^{eleven} the long ~~nine~~ years of service, the applicant ~~also~~ has also been expecting that his services would be regularised and now if he is required to go, he will be rendered jobless striking at the very root of his livelihood which needless to say will seriously tell upon his family members.

5.9 For that the applicant having been duly sponsored by the Employment Exchange and he having been duly selected by the Selection Committee for being appointed, as Project Fellow, Grade-III, there is no earthly reason as to why the respondents should continue him a the time to time extension and that too at a consolidated pay when the pay scale per month for the post is Rs.1400-2300/-.

Contd...P/12.

5.10 For that in any view of the matter, the instant application deserves to be allowed with cost.

6. DETAILS OF REMEDIES EXHAUSTED :

The applicant has no other alternative or efficacious remedy than to approach this Hon'ble Tribunal.

7. MATTERS NOT PREVIOUSLY FILED OR PENDING WITH ANY OTHER COURT :

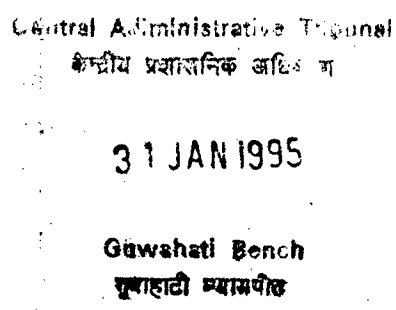
The applicant further declares that he had not previously filed any application, Writ petition or suit regarding the matter in respect of which the application has been made before any Court of law, or any other authority and/or other Bench of the Hon'ble Tribunal and/or any such application, writ petition or suit is pending before any of them.

8. RELIEFS SOUGHT FOR :

Under the facts and circumstances, the applicant most respectfully prays that the application be admitted, records be called for and on perusal of the same, and upon hearing the parties on the cause or causes that may be shown be pleased to grant the following reliefs :

- 8.1 To direct the respondents to regularise the services of the applicant with retrospective effect as Junior Scientific Assistant/Junior Technical Assistant, Grade-III with all consequential benefits.
- 8.2 To direct the respondents to put the applicant in regular pay scale of Rs.1400-2300/- with retrospective effect.

Contd...P/13.



8.3 Cost of the application ; and

8.4 Any other relief or reliefs to which the applicant may be entitled under the facts and circumstances of the case.

Central Administrative Tribunal
केन्द्रीय प्रशासनिक अन्वेषण

31 JAN 1995

9. INTERIM ORDER PRAYED FOR :

In view of the facts and circumstances stated above, the applicant prays for an interim order directing the respondents not to terminate the services of the applicant till disposal of the application. Such an interim prayer has been made because of the circumstances explained above. If the interim order as prayed for is not granted, the applicant will suffer irreparable loss and injury and the same will lead to his starvation alongwith his family members and he will be victim of the circumstances.

10.....

The application is filed through Advocate.

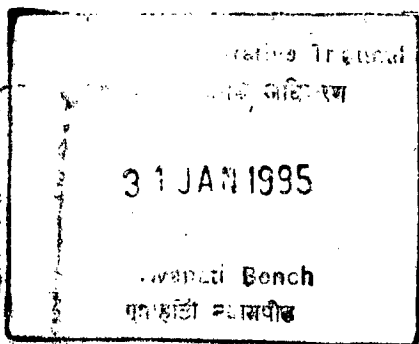
11. PARTICULARS OF THE I.P.O. :

(i) I.P.O. No. : 803882546
(ii) Date : 27.1.95
(iii) Payable at : Guwahati.

12. LIST OF ENCLOSURES :

As stated in the Index.

Verification....



- 14 -

VERIFICATION

I, Shri Pāresh Kalita, aged about 33 years, son of Late K.R. Kalita, at present working as Project Fellow, Grade-III, Geo-Science Division, Regional Research Laboratory under Council of Scientific and Industrial Research at Jorhat do hereby solemnly verify and state that the statements made in paragraphs 1 to 4, and 6 to 12 are true to my knowledge and those made in paragraph 5 are true to my legal advice and I have not suppressed any material fact.

And I sign this verification on this the
day of 199

Shri Pāresh Kalita

REGIONAL RESEARCH LABORATORY: JORHAT: ASSAM
(Council of Scientific & Industrial Research)

No. RLJ-9(59)-Estt/79

Date : 22.3.83

From : The Director,
RRL, Jorhat.

To : Shri Paresh Kalita,
Komar Hati Gaon,
P.O. Mout Gaon,
Jorhat,
Dist. Sibsagar.

Sub : Appointment as Project Assistant.

Dear Sir,

I am directed to inform you that the Director, RRL, Jorhat has been pleased to approve your appointment as Project Assistant on a consolidated pay of Rs.500/- p.m. (Rupees five hundred only) for a period of 6 (six) months from the date of joining. The appointment is terminable without notice and on clear understanding that this offer will not confer any right on you for any regular appointment in this Laboratory after the aforesaid period.

If you are willing to accept the appointment on these terms and conditions you are requested to report for duty in this Laboratory immediately.

The appointment is made subject to production of Medical certificate from the District Health Officer, Sibsagar, Jorhat in the prescribed form (copy enclosed)

Yours faithfully,

Sd/-

ADMINISTRATIVE OFFICER

Copy to :

1. Accounts Section
2. Bill Section
3. Personal file
4. Employer, if any
Dr. M.N. Saikia,
Head
Geo Science Division
RRL Jorhat.

The expenditure is to be debited from the Project "Seismic Surveillance (Thrus area)".

ADMINISTRATIVE OFFICER

Attested.

Advocate.

REGIONAL RESEARCH LABORATORY: JORHAT: ASSAM
(Council of Scientific & Industrial Research)

No. RLJ-7(12)-Estt/76

Date : 5.5.83

OFFICE MEMORANDUM

Subject - Transfer and posting.

The Director, R.R.R. Jorhat has been pleased to approve the transfer of Shri P. Kalita, Project Assistant to Kahima Seismic Surveillance Station with immediate effect.

The transfer and posting, being in public interest, the incumbents will be entitled to transfer T.A. joining time and joining time pay as admissible under the rules debitable to Seismic Surveillance Project.

Shri P. Kalita,
Project Assistant,
RRL Jorhat.

Sd/-

(N.C. Sarmah)

Section Officer.

....

Attes.ed.

R. S. S.
Advocate.

REGIONAL RESEARCH LABORATORY: JORHAT: ASSAM
(Council of Scientific & Industrial Research)

No. RLJ-9(95)-Estt/85

Date 1.11.85

OFFICE MEMORANDUM

The Director, Regional Research Laboratory, Jorhat has been pleased to approve the continuation of the appointment of the following Project Assistants for a further period of 6(six) months w.e.f. the date shown against each of till the receipt of a communication from CSIR regarding continuation or otherwise whichever is earlier.

- | | |
|--------------------------------|-----------------|
| 1. Shri Bhabendra Nath Bharali | w.e.f. 28.9.85 |
| 2. Shri Dulal Sahu | w.e.f. -do- |
| 3. Shri Joyanta Bora | w.e.f. -do- |
| 4. Shri Prasanta Mahanta | w.e.f. -do- |
| 5. Shri Paresh Kalita | w.e.f. 14.10.85 |
| 6. Shri Pabitra Pran Sarma | w.e.f. 14.10.85 |
| 7. Shri Bharat Buragohain | w.e.f. 21.12.85 |
| 8. Shri Diganta Bora | w.e.f. 21.12.85 |

Other terms and conditions of their appointment will remain the same.

Sd/-

(H.P.Pathak)

Administrative Officer.

To

Shri Paresh Kalita,

Copy to :

1. Head of Division,
2. Acctts.
3. Bills
4. P/File

Sd/-

Administrative Officer.

A.ics.ed.
B-2
Advocate.

REGIONAL RESEARCH LABORATORY: JORHAT: ASSAM
(Council of Scientific & Industrial Research)

No. RLJ-9(2)-Estt/87

Date : 30.4.87.

From : The Director,
RRL Jorhat

To : Shri Pabitra Pran Sarma,
C/O Geo-Science Division,
RRL Jorhat.

Sub : Appointment as Project Assistant (Geo-Science)

D/Sir,

I am directed to inform you that the Director, Regional Research Laboratory, Jorhat has been pleased to approve your appointment as Project Assistant on a consolidated pay of Rs.500/- (Rupees five thousand) (fixed) for a period of 3 months w.e.f. 1.4.87 or till receipt of a communication from CSIR whichever is earlier. The appointment is terminable without notice and on clear understanding that this offer will not confer any right on you for any regular CSIR appointment in this Laboratory after the aforesaid period. No other benefit/allowance is admissible on this account. Please note, this appointment is not a CSIR appointment and does not entitle you to any claim, implicit or explicit on any CSIR post.

If you are interested to accept the appointment on these terms and conditions, you may report for duty in this Laboratory immediately and submit your joining report accordingly.

Yours faithfully,

Sd/-

SECTION OFFICER

Copy to :

1. Accounts.

2. Bills

3. P/File

4. Employer if any

5. Head of Division.

The expenditure is to be debited from the Regular Budget. The incumbent may be allowed to join, only, if he is agreed to join on the aforesaid terms & conditions, otherwise not. The appointment is made for 3 months w.e.f. 1.4.87 or till we hear from the CSIR whichever is earlier.

SECTION OFFICER
Advocate.

REGIONAL RESEARCH LABORATORY: JORHAT: ASSAM
(Council of Scientific & Industrial Research)

No. RRLJ.9(2)-Estt/87

Date : 21.10.87

From : The Director,
RRL Jorhat.

To : 1. Shri Dulal Sahu
2. Shri Prasanta Mahanta
3. Shri Bharat Buragohain
4. Shri Pabitra Pran Sarma
5. Shri P. Kalita
6. Shri Diganta Bora.

Sub : Appointment as Project Assistant.

D/Sir,

I am directed to inform you that the Director, Regional Research Laboratory, Jorhat had been pleased to approve your appointment as Project Assistant on a consolidated pay of Rs.1,000/- (Rupees one thousand) only (fixed) for a period of 6 (six) months w.e.f. 1.10.87. The appointment is terminable without notice and on clear understanding that this offer will not confer any right on you for any regular ~~XXXX~~ CSIR appointment in this laboratory after the said period. No other benefit/allowance is admissible on this account. Please note, this appointment is not a CSIR appointment and does not entitle you any claim, implicit or explicit on any CSIR post.

If you are interested to accept the appointment on these terms and conditions you may report for duty in this laboratory immediately and submit your joining report accordingly.

Yours faithfully,

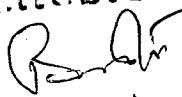
Sd/-

SECTION OFFICER

Copy to :

1. Accounts
2. Bills
3. P/File
4. Head of Divn.

..... The expenditure is debitable to the
..... amount earmarked for Seismic Surveillance
..... Station during the current financial year.
.....

Witnessed.

Advocate.

REGIONAL RESEARCH LABORATORY: JORHAT: ASSAM
(Council of Scientific & Industrial Research)

No. RRL-9(2)-Estt/88

Date 2-5-88

From : The Director,
RRL, Jorhat

To : 1. Shri Dulal Sahu,
2. Shri Paresh Kalita
3. Shri Pabitra Pran Sarma,
4. Shri Bharat Buragohain.

Sub : Appointment as Project Assistant.

D/Sir,

I am directed to inform you that the Director, Regional Research Laboratory, Jorhat has been pleased to approve your appointment as Project Assistant on a consolidated pay of Rs.1000 p.m. (fixed) (Rupees one thousand) only for a period of 6 (six) months w.e.f. 1.4.88. The appointment is terminable without notice and on clear understanding that this offer will not confer any right on you for any regular CSIR appointment in this laboratory after the said period. No other benefit/allowance is admissible on this account. Please note, this appointment is not a CSIR appointment and does not entitle you any claim, implicit or explicit on any CSIR post.

If you are interested to accept the appointment on these terms and conditions, you may report for duty in this Laboratory immediately and submit your joining report accordingly.

Yours faithfully,

Sd/-

SECTION OFFICER

Copy to :

1. Accounts	:	The expenditure is debitable from the
2. Bills	:	NGRI, Hyderabad Projects.
3. P/File	:	
4. Head of Division	:	

SECTION OFFICER

Attested.
R. S. S.
Advocate.

REGIONAL RESEARCH LABORATORY: JORHAT: ASSAM
(Council of Scientific & Industrial Research)

No. RLJ-9(2)-Estt/89-GS

Dated 5th May, 1989

OFFICE MEMORANDUM

The Director, ~~of~~ R.R.L. Jorhat has been pleased to approve the appointment of the following Project Assistant s of the Geo-Science Division for a further period of 6 months w.e.f. the dates shown against each and on the existing terms and conditions.

Names of the Project Assistants

1. Shri Dulal Sahu w.e.f. 7.4.89
2. Shri Paresh Kalita -do-
3. Shri Pabitra Pran Sarma -do-
4. Shri Bharat Buragohain -do-
5. Shri Prodip Kr. Dutta 3.5.89
6. Shri Anil Kr. Baruah 3.5.89

To

1. Sri Dulal Sahu
2. " Paresh Kalita
3. " Pabitra Pran Sarma
4. " Bharat Buragohain
5. " Prodip Kr. Dutta
6. " Anil Kr. Baruah.

Sd/-

Section Officer.

Copy to :

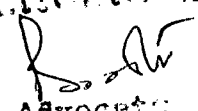
1. Accounts Section
2. Bill s Section
3. P/File - 6
4. Head of Division
5. S.O.(E)
6. S.O.(E)

The expdt. will be met from regular fund.

Sd/-

Section Officer.

5.5.89

Witnessed by

Advocate

REGIONAL RESEARCH LABORATORY: JORHAT: ASSAM
(Council of Scientific & Industrial Research)

No. RLJ-9(2)-Estt/89

Date 7.11.89

From : The Director,
RRL Jorhat

To : 1. Shri Dulal Sahu,
2. Shri Pabitra Pran Sarma
4. Shri P. Kalita
5. Shri P. Dutta
6. Shri Anil Kr. Baruah

Sub : Appointment as Project Assistant.

D/Sir,

I am directed to inform you that the Director, Regional Research Laboratory, Jorhat has been pleased to approve your appointment as Project Assistant on a consolidated pay of Rs.1500/- p.m. (Rupees one thousand five hundred) only (fixed) for a period of 6 (six) months w.e.f. 12.10.89. The appointment is terminable without notice and on clear understanding that this offer will not confer any right on you for any regular CSIR appointment in this laboratory after the said period. No other benefit/allowance is admissible on this account. Please note, this appointment is not a CSIR appointment and does not entitle you any claim, implicit or explicit or any CSIR post.

If you are interested to accept the appointment on these terms and conditions, you may report for duty in this laboratory immediately and submit your joining report according

Yours faithfully,

Sd/-

SECTION OFFICER

Copy to :

1. Accounts Section	:	The expenditure is debitable to P-2 for 1989-90.
2. Bills	:	
3. P/file	:	N.B. O.M. No. RLJ-9(2)-Estt/88 dt.13.5 in respect of Bomdila Station should be taken into account.
4. Head of Division.	:	

SECTION OFFICER

~~Regional~~
REGIONAL RESEARCH LABORATORY: JORHAT: ASSAM
(Council of Scientific & Industrial Research)

No. RLJ-9(2)-Estt/85

Date : 07.05.1990.

From : The Director,
RRL Jorhat

To : 1. Shri Dulal Sahu
2. Shri Bharat Buragohain
3. Shri Pabitra Pran Sarma
4. Shri P. Kalita
5. Shri P. Dutta
6. Shri Anil Kr. Baruah.

Sub : Appointment as Project Assistant.

D/Sir,

I am directed to inform you that the Director, Regional Research Laboratory, Jorhat has been pleased to approve your appointment as Project Assistant on a consolidated pay of Rs.1500/- p.m. (Rupees one thousand five hundred) only for a period of 6 (six) months w.e.f. 15.4.90. The appointment is terminable without notice and on clear understanding that this officer will not confer any right on you for any regular ~~pos~~ CSIR ~~post~~ appointment in this laboratory after the said period. No other benefit/allowances is admissible on this account. Please note, this appointment is not a CSIR appointment and does not entitle you any claim, implicit or explicit or any CSIR post.

If you are interested to accept the appointment on these terms and conditions, you may report for duty in this laboratory immediately and submit your joining report accordingly,

Yours faithfully,

Sd/-

SECTION OFFICER

Copy to :

1. Accounts Section : The expenditure is debitable to P-2
2. Bill Section : for 1990-91.
3. P/file : N.B. O.M. No. RLJ-9(2)-Estt/88 dt.
4. Head of Division. : 13.5.88 in respect of Bomdila Station should be taken into account.

SECTION OFFICER

Attes.ed.
R. B. Baruah
Advocate.

REGIONAL RESEARCH LABORATORY: JORHAT: ASSAM
(Council of Scientific & Industrial Research)

No. RLJ-9(2)-Estt/89

Date : 31.10.1990

OFFICE MEMORANDUM

Consequent upon transfer of Shri Prodip Dutta, Project Assistant from Bomdila to Kohima Seismic Surveillance Station and transfer of Shri Paresh Kalita, Project Asstt. from Kohima to Bomdila Seismic Surveillance Station, the Director, RRL, Jorhat has been pleased to sanction Rs.300/- p.m. to Shri Paresh Kalita w.e.f. 01.10.90 and Shri Prodip Dutta will cease to draw this amount w.e.f. 01.10.1990.

O.M. of even number dated 06.11.89 stands modified to the extent mentioned above.

Sd/-

SECTION OFFICER

To

1. Shri Prodip Dutta,
Project Assistant
2. Shri Paresh Kalita,
Project Assistant.

Copy to :

1. Bills Section
2. Accounts Section
3. Head of Geo-Science Divn.

Sd/-

SECTION OFFICER

Attes.ed.
[Signature]
Advocate.

REGIONAL RESEARCH LABORATORY: JORHAT: ASSAM
(Council of Scientific & Industrial Research)

No. RLJ-9(2)-Estt/90

Date : 31.10.90

To : The Director,
RRL Jorhat.

To 1. Shri Dulal Sahu,
2. Shri Bharat Buragohain
3. Shri Pabitra Pran Sarma
4. Shri P. Kalita
5. Shri P. Dutta
6. Shri Anil Kr. Baruah

Sub : Appointment as Project ~~xxxx~~ Fellow-III

D/Sir,

I am directed to inform you that the Director, Regional Research Laboratory, Jorhat has been pleased to approve your appointment as Project Fellow-III on a consolidated pay of Rs.1500/- P.M. (Rupees one thousand five hundred only) for a period of 6 (six) months w.e.f. 15.10.90. The appointment is terminable without notice and on clear understanding that this offer will not confer any right on you for any regular CSIR appointment in this Laboratory after the said period. No other benefit/allowance is admissible on this account. Please note, this appointment is not a CSIR appointment and does not entitle you any claim, implicit or explicit or any CSIR post.

If you are interested to accept the appointment on these terms and conditions, you may report for duty in this laboratory immediately and submit your joining report accordingly.

Yours faithfully,

Sd/-

SECTION OFFICER

Copy to :

1. Accounts Section	:	The expenditure is debitable to P-2 for
2. Bills Section	:	1990-91.
3. P/File	:	N.B. O.M. No. RLJ-9(2)-Estt/88 dated
4. Head of Divn.	:	13.5.88 in respect of Bomdila Station
	:	Station should be taken into account.

SECTION OFFICER

R. S. ed.
Advocate.

REGIONAL RESEARCH LABORATORY: JORHAT: ASSAM
(Council of Scientific & Industrial Research)

No. RLJ-9(2)-Estt/90

Date : 25.4.91

From : The ~~Director~~ Scientist In-charge,
R.R.L. Jorhat.

To

1. Shri Dulal Sahu
2. Shri Bharat Buragohain
3. Shri Pabitra Pran Sarma
4. Shri P. Kalita
5. Shri P. Dutta
6. Shri Anil Kr. Baruah

Sub : Appointment as Project Fellow-III

S/Sir,

I am directed to inform you that the Scientist I/c, Regional Research Laboratory, Jorhat has been pleased to approve your appointment as Project Fellow on a consolidated pay of Rs.1500/- P.M. (Rupees one thousand five hundred only) for a period of 6 (six) months w.e.f.16.4.91. The appointment is terminable without notice and on clear understanding that this offer will not confer any right on you for any regular CSIR appointment in this laboratory after the said period. No other benefit/allowance is admissible on this account. Please note, this appointment is not a CSIR appointment and does not entitle you any claim, implicit or explicit or any CSIR post.

If you are interested to accept the appointment on these terms and conditions, you may report for duty in this laboratory immediately and submit your joining report accordingly.

Yours faithfully,

Sd/-

SECTION OFFICER

Copy to :

- | | |
|-----------------------|---|
| 1. Accounts Section : | The expenditure is debitable to P-2 |
| 2. Bills Section : | for 1990-91. |
| 3. Personal File : | |
| 4. Head of Division : | N.B. O.M. No. RLJ-9(2)-Estt/88 dtd. 13.5.88 in respect of Bomdila Station should be taken into account. |

SECTION OFFICER

Witnessed.
[Signature]
Advocate.

REGIONAL RESEARCH LABORATORY: JORHAT: ASSAM
(Council of Scientific & Industrial Research)

No. RLJ-9(2)-Estt/91

Date : 31.10.91.

From : The Director,
Regional Research Laboratory,
Jorhat-785006.

To 1. Shri Dulal Sahu
2. Shri Bharat Buragobain
3. Shri Pabitra Pran Sarma,
4. Shri P. Kalita
5. Shri P. Dutta
6. Shri Anil Kr. Baruah.

Sub : Appointment as Project Fellow-III

D/Sir,

I am directed to inform you that the Acting Director, RRL Jorhat has been pleased to approve your appointment as Project Fellow-III on a consolidated pay of Rs.1500/- P.M. (Rupees one thousand five hundred only) for a period ~~the~~ from 17.10.91 to 31.03.1992. The appointment is terminable without notice and on clear understanding that this offer will not confer any right on you for any regular CSIR appointment in this laboratory after the said period. No other benefit/allowance is admissible on this account. Please note, this appointment is not a CSIR appointment and does not entitle you any claim, implicit or explicit or any CSIR post.

If you are interested to accept the appointment on these terms and conditions, you may report for duty in this laboratory immediately and submit your joining report accordingly.

Yours faithfully,

Sd/-

SECTION OFFICER

Copy to :

- | | | |
|----------------------|---|--|
| 1. Accounts Section | : | The expenditure is debitable to P-2 |
| 2. Bills Section | : | for 1990-91. |
| 3. Personnel file | : | N.B. OM No. RLJ-9(2)-Estt/88 dt. 13.5.88 |
| 4. Head of Division. | : | in respect of Bomdila Station is to be taken into account. |

SECTION OFFICER

[Handwritten Signature]
Advocate

REGIONAL RESEARCH LABORATORY: JORHAT: ASSAM
(Council of Scientific & Industrial Research)

No. RLJ-9(2)-Estt/92

Dated 30th April, 1992

From : The Director,
Regional Research Laboratory,
Jorhat-6.

To 1. Shri Dulal Sahu,
2. Shri Bharat Buragohain
3. Shri Pabitra Pran Sarma
4. Shri P. Kalita
5. Shri P. Dutta.

Sub : Appointment as Project Fellow -III

D/Sir,

I am directed to inform you that the Acting Director, RRL Jorhat has been pleased to approve your appointment as Project Fellow-III on a consolidated pay of Rs.1800/- P.M. (Rupees eighteen hundred only) for the period of one year w.e.f. 1-4-92. The appointment is terminable without notice and on clear understanding that this ~~appointment~~ offer will not confer any right on you for any regular CSIR appointment in this laboratory after the said period. No other benefit/allowance is admissible on this account. Please note, this appointment is not a CSIR appointment and does not entitle you any claim, implicit, or explicit or any CSIR post.

If you are interested to accept the appointment on these terms and conditions, you may report for duty ^{in this laboratory} and submit your joining report accordingly.

Yours faithfully,

Sd/- (N.C. BARMAN)
Administrative Officer

Copy to :

1. Accounts Section	:	The expdt. is debitable to P-2 for
2. Bills Section	:	1992-93
3. Personnel File	:	N.B. O.M. No. RLJ-9(2)- Estt/88 dt.
4. Head of Division (Geo-Science).	:	13.5.88 in respect of Bomdila Station should be taken into account.

Administrative Officer.

[Handwritten Signature]
Advocate.

REGIONAL RESEARCH LABORATORY: JORHAT: ASSAM
(Council of Scientific & Industrial Research)

No. RLJ-9(2)-Estt/93

Dated 4.5.1993.

OFFICE MEMORANDUM

The Director, RRL, Jorhat has been pleased to approve the extension of the tenure of the appointment of the following Project Fellow III for a period of 1(one) years w.e.f. 1.4.93 and on the existing terms and conditions.

The expenditure to be met from P-2 for 1993-94.

Sd/-

SECTION OFFICER

Project Fellow III

1. Shri Dulal Sahu
2. Shri Bharat Buragohain
3. Shri Pabitra Pran Sarma
4. Shri P. Kalita
5. Shri P. Dutta.

Copy to : 1. Account Section
2. Bills Section
3. Personal File
4. Head of Division.

R. Gh.
Advocate.

REGIONAL RESEARCH LABORATORY: JORHAT: ASSAM
(Council of Scientific & Industrial Research)

No. RLJ-9(2)-Estt/94

Dated 10.5.94

From : The Director,
Regional Research Laboratory,
Jorhat-785006 (Assam)

To Shri Paresh Kalita,
C/O Geo Science Division
RRL Jorhat.

Sub : Officer for engagement in Sponsored Project/Scheme

Sir,

With reference to your request dated - you are hereby intimated that the Director, Regional Research Laboratory, Jorhat on behalf of the sponsor or the Projects/ Scheme, namely - has been pleased to offer you an contract basis to work as Project Fellow-III on a consolidated amount of Rs 1800/- P.M. (Rupees one thousand eight hundred only) on the following terms and conditions :

1. Your engagement is for the Project, namely - funded by -.
2. It is not an offer of appointment in CSIR temporary or otherwise. It is a contractual engagement for the Project/ Scheme funded by the above sponsore. It would, therefore, not confer any right/claim implicit or explicit for your consideration against any CSIR post.
3. Your engagement on contract is for a specific period of 6 (six) months w.e.f. 8.4.94 which may be extended or curtailed depending upon the status of the sponsored project/ scheme. In any event, your engagement shall be co-terminus with the duration of the above mentioned sponsored Project/ Scheme only.
4. The contract of engagement may be terminated by giving one month's notice in writing by either side.
5. No travelling allowance will be paid to you for reporting for duty.
6. Your engagement on contract will be ~~ply~~ subject to the production of the following documents at your expenses at the time of your reporting for duty.
 - (a) Medical certificate of health and physical fitness for service issued by the competent authority in the prescribed format, if not already so medically examined the latter case, a certified copy of the relevant medical certificate should be furnished.

Contd...

Attested.
[Signature]
Ad. Secy.

(b) Documentary evidence in support of your date of birth and qualification.

7. Any service matter not specifically stated herein shall be determined by the Director, RRL, Jorhat whose decision will be final and binding on both the parties to the contract.

If you are willing to accept the engagement on these terms and conditions, you may please communicate your acceptance within a week from the date of receipt of this letter while intimating probable date of your reporting for duty.

Yours faithfully,

Administrative Officer

Copy to :

1. Accounts Section
2. Bills Section
3. Personal file
4. Head of Division

The expenditure is debitable to P-2

....

Sd/-

ADMINISTRATIVE OFFICER

Attested.
R. A.
Advocate.

REGIONAL RESEARCH LABORATORY: JORHAT: ASSAM
(Council of Scientific & Industrial Research)

No. RLJ-9(2)-Estt/94

Date : 19.12.1994

From : The Director,
Regional Research Laboratory,
Jorhat-785006 (Assam)

To Shri Paresh Kalita,
Geo-Science Division,
RRL Jorhat.

Sub : Offer for engagement in sponsored Project/Scheme.

Sir,

With reference to your request dated nil you are hereby intimated that the Director, Regional Research Laboratory Jorhat on behalf of the sponsore of the Projects/Scheme, namely, nil has been pleased to offer you on contract basis to work as Project Fellow-III on a consolidated pay of Rs.1800 P.M. (Rupees one thousand eight hundred only) on the following terms and conditions :

1. Your engagement is for the project, namely-x-funded by-x-.
2. It is not an offer of ~~xxxx~~ appointment in CSIR temporary or otherwise. It is a contractual engagement for the Project/Scheme funded by the above sponsore. It would, therefore, not confer any right/claim implicit or explicit for your considering against any CSIR post.
3. Your engagement on contract is for a specific period of 6 months w.e.f. 15.10.1994 which may be extended or curtailed depending upon the status of the sponsored project/scheme. In any event, your engagement shall be coterminous with the ~~xxxxxx~~ duration of the above mentioned sponsored Project/Scheme only.
4. The contract of engagement may be terminated by giving one month's notice in writing by either side.
5. No travelling allowance will be paid to you for reporting for duty.
6. Your engagement on contract will be subject to the production of the following documents at your expenses at the time of your reporting for duty :

Contd...

Accepted.
[Signature]
Advocate.

- (a) Medical Certificate of health and physical fitness for service issued by the competent medical authority in the prescribed format, if not already so medically examined, the latter case, a certified copy of the relevant medical certificate should be furnished.
- (b) Documentary evidence in support of your date of birth and qualification.

7. Any service matter not specifically stated herein shall be determined by the Director, RRL Jorhat whose decision shall be final and binding on both the parties to the contract.

If you are willing to accept the engagement on these terms and conditions, you may please communicate your acceptance within a week from the date of receipt of this letter while intimating probable date of your reporting for duty.

Yours faithfully,

Sd/-

CONTROLLER OF ADMINISTRATOR

Copy to :

- | | |
|--|-----------------------------|
| 1. Accounts Section | Expenditure is debitable to |
| 2. Bills Section | laboratory budget. |
| 3. Personal file | |
| 4. Head of Division/P.I. Dr. M.M.Saikia, Head, Geo-Sc. Divn. | |

Sd/-

CONTROLLER OF ADMINISTRATION

Received.
Rash
Advocate.

REGIONAL RESEARCH LABORATORY: JORHAT: ASSAM
(Council of Scientific & Industrial Research)

No. RLJ-9(2)-Estt/94

Date : 17.03.94

From : The Director,
Regional Research Laboratory,
Jorhat-785006(Assam)

To Shri Prabin Kumar Phukan,
C/O Accounts Section,
Regional Research Laboratory,
Jorhat.

Sub : Offer for engagement in a sponsored Project/Scheme

Sir,

With reference to your request dated _____ you are hereby intimated that the Director, Regional Research Laboratory Jorhat on behalf of the sponsor of Projects/Scheme, namely 1% reserve for Accounts has been pleased to offer you on contract basis to work as PROJECT FELLOW-III on a consolidated amount of Rs.1800/- P.M. (Rupees one thousand eight hundred only) on the following terms and conditions :

1. Your engagement is for the project, namely 1% reserve Fund kept from all SP/C Projects funded.
2. It is not an offer of appointment in CSIR temporary or otherwise, It is a contractual engagement for the project/scheme funded by the above sponsor. It would, therefore, not confer any right/claim implicit or explicit for your consideration against any CSIR post.
3. Your engagement on contract is for a specific period of 1 (one) year w.e.f. 26.03.94 which may be extended or curtailed depending upon the status of the sponsored project/scheme. In any event, your engagement shall be coterminous with the duration of the above mentioned sponsored project/scheme only.
4. The contract of engagement may be terminated by giving one month's notice in writing by either side.
5. No travelling allowance will be paid to you for reporting for duty.
6. Your engagement on contract will be subject to the production of the following documents at your expenses at the time of your reporting for duty.

Contd....

[Handwritten signature and stamp]

- (a) Medical certificate of health and physical fitness for service issued by the competent authority in the prescribed format, if not already so medically examined, the latter case, a certified copy of the relevant medical certificate should be furnished.
- (b) Documentary evidence in support of your date of birth and qualification.

7. Any service matter not specifically stated herein shall be determined by the Director, RRL, Jorhat whose decision shall be final and binding on both the parties to the contract.

If you are willing to accept the engagement on these terms and conditions, you may please communicate your acceptance within 1 week from the date of receipt of this letter while intimating probable date of your reporting for duty.

Yours faithfully,

Administrative Officer.

Copy to :

1. Accounts ~~Officer~~ Section
2. Bills Section
3. Personal File
4. Head of Division.

Sd/- 17.3.94.

Administrative Officer.

[Handwritten signature]
17.3.94

REGIONAL RESEARCH LABORATORY: JORHAT, ASSAM
(Council of Scientific & Industrial Research)

PROPOSAL OF TOUR (Separate proposal for each will be submitted
in quadruplicate) DATE OF PROPOSAL : 2.11.94

1. NAME AND DESIGNATION OF THE PERSON GOING ON TOUR SHRI P.K. PHUKAN Rs.1800.00
D/ASSISTANT
2. BASIS PAY
3. PARTICULARS OF TOUR PROPOSAL

DATE	TIME OF DEPARTURE	PLACE	DATE	TIME OF ARRIVAL	PLACE	MODE OF JOURNEY
7.11.94	2100 HRS	JORHAT	8.11.94	600 HRS	GHY	BUS STN
8.11.94	1400 HRS	GHY AP	8.11.94	1920 HRS	ND AP	IC 880
8.11.94	1920 HRS	ND AP	8.11.94	2030 HRS	CSIR GH	

HALT AT ND FROM 8.11.94 TO 10.11.94

11.11.94	1700 HRS	CSIR GH	11.11.94	1800 HRS	ND RLY STN	
11.11.94	1800 HRS	ND RLY STN	13.11.94	1605 HRS	GHY RLY STN	IC 879
13.11.94	1605 HRS	GHY RLY STN	14.11.94	0530 HRS	JORHAT	

PURPOSE OF JOURNEY : OFFICIAL WORK ON IMPACT PROGRAMME

5. NATURE OF THE TOUR :

- i) This is a fresh proposal
- ii) This is a revised proposal
(Original sanction No. Grant of TA/DA No. & Date to be given).
- iii) TA/DA will be paid by this laboratory.
- iv) TA/DA will be borne by the outside party.

Sd/-

Sign of Project Leader/
Head of Division with date.

Sd/-

APPROVED & SANCTIONED TA/DA ADVANCE
2.11.94

Sd/-

DIRECTOR.

[Handwritten signature]

No. RLJ-13(619)-Estt/86

October 21, 1994.

To

The Joint Secretary (Administration),
Council of Scientific & Industrial Research,
Anusandhan Bhavan, Rafi Marg,
New Delhi-110001.

Sir,

I am directed to forward herewith the representation received from Mr. Santanu Dutta and Mr. Dulal Sahu, Project Assistants of this laboratory, which are self explanatory.

Mr. Santanu Dutta, having B.Sc. qualification in the entry level, joined this laboratory as Project Assistant in January 1986 and his services is being continued in different R&D projects after giving 7 days break as a matter of policy - this laboratory is adopting renewal of services of Project Assistants - if they are shifted to other projects in particular. Since then Mr. Dutta is continuing in the project work in the laboratory.

Mr. Dulal Sahu, having B.Sc. qualification in the entry level, was appointed in this laboratory as Project Assistants on 5.10.84 and he has been entrusted the work of managing the different Seismic Surveillance Stations. Since then, Mr. Sahu is continuing as Project Assistant in different Sub-Stations under Geo-Science Division.

It can be mentioned here that due to ban imposed by Govt. of India on recruitment, none of the Project Assistants could be considered for regular absorption.

You are therefore, requested kindly to consider their cases and approval of the competent authority may kindly be communicated for their absorption.

Thanking you,

Yours faithfully,

Sd/-

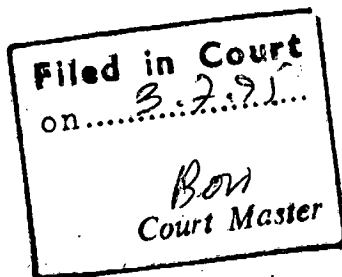
(P.P. Bhattacharjee)
Controller of Administration

Encl. as above.

CC : PS to Director

Copy to :
Shri Santanu Dutta,
Project Assistant
RRL Jorhat.

: for information
:
:



Filed by:-
A. H. Choudhury
Addl. Central Govt.
Standing Counsel

IN THE CENTRAL ADMINISTRATIVE TRIBUNAL
GUWAHATI BENCH
GUWAHATI

In the matter of :

O.A. No. 17 of 1995

Shri Paresh Kalita - Applicant

- Vs -

Union of India & Others

- Respondents

Written statements for and on behalf of the Respondents Nos.
1, 2, 3, 4 & 5

I, Sri P P Bhattacharjee, Controller of Administration,
Regional Research Laboratory, Jorhat-785006, do hereby
solemnly affirm and state as follows :-

1. That I am the Controller of Administration of Regional
Research Laboratory, Jorhat-785006, and Respondent No. 5 in
the above case. I am acquainted with the facts and
circumstances of the case. I have gone through a copy of the
application served on me and have understood the contents
thereof. Save and except whatever is specifically admitted in
this written statement, the other contentions and statements
made in the application may be deemed to have been denied. I
am competent and authorised to file these written statements
on behalf of all the respondents.

2. That with reference to statements made in paragraph 1 of the application, the respondent begs to state that the contents of the first part of this paragraph of the application are denied. No application/representation for regularisation of his service has so far been submitted by the applicant to the Director General, CSIR (Council of Scientific & Industrial Research) who is the highest authority of CSIR. All other representations/applications submitted so far by the applicant from time to time for various reasons have been looked into very carefully and meted out sympathetically. The applicant was appointed as Project Assistant w.e.f. the date of his joining i.e. 30.3.83 for a period of six months vide this office Letter No. RLJ-9(59)-Estt/79 dated 22.3.83 as per Annexure No. A and after completion of the said six months contractual period, he has been given fresh offer of engagement/appointment in different spells since 1983 purely on contractual basis. In all the appointment/engagement letters it was specifically mentioned that the offer of engagements were not of CSIR appointments and would not confer any right on the applicant either explicit or implicit for any regular appointment in this laboratory after the completion of contractual periods and the appointments were terminable without notice. The appointment letters clearly show the service conditions of the applicant and it was only after clear understanding and acceptance of the terms and conditions of the appointment,

the applicant joined duty. The appointments of Project Assistants are not on regular footing but on contractual basis as per requirements of the project works. Therefore, the respondents did not adopt any unfair labour practice.

3. That with regard to the statements made in paragraph 2 of the application, the respondent begs to state that the applicant is not a regular employee of this laboratory/CSIR either on temporary basis or otherwise. He was appointed as Project Assistant purely on temporary basis on contractual terms and conditions in different spells under some specified clauses that the appointment was a contractual engagement and would not confer any right on the applicant either explicit or implicit for any regular appointment in this laboratory/CSIR. The engagements were co-terminus and might be terminated at any time without any notice. Accordingly after accepting the terms and conditions of the clauses, the applicant joined duties in different spells. As such his claim for regularisation is nothing but the violation of the clauses which were very clearly mentioned in the appointment letters and now by demanding for a regular post in CSIR, the applicant is putting undue pressure on the respondents. As the applicant is not a regular council employee and does not hold a civil post, the applicant's prayer does not fall within the jurisdiction of the Hon"ble Tribunal and as such may be dismissed with costs and compensation.

4. That with regard to the statements made in paragraph 3 of the application, the respondents denies that the grievances of the applicant were wrongly meted out. All his grievances were looked into very carefully and sympathetically.

5. That with regard to the statements made in paragraph 4.1 of the application, the respondent has no comments.

6. That with regard to the statements made in paragraph 4.2 of the application, the respondent begs to state that the applicant has been engaged as Project Assistant purely on contractual basis since 1983. The question of appointment on regular footing does not arise because of the fact that the recruitment of such posts has been banned since 1983 as per Annexure No. B and if the ban is lifted the applicant will be given opportunity to appear before the Selection Committee with preference.

7. That with regard to the statements made in paragraph 4.3 of the application, the respondent denies that the applicant was not aware of the fact that it was a purely temporary appointment on contractual basis for a period of six months w.e.f. the date of his joining. It is evident from the from the appointment letter already annexed as Annexure No. A wherein it was specifically mentioned that the appointment was terminable without notice and on clear understanding

that the appointment would not confer on the applicant any right either implicit or explicit for any regular appointment in this laboratory/CSIR. It was also mentioned, "If you are willing to accept the appointment on these terms and conditions, you are requested to report for duty in this laboratory". A copy of the appointment letter dated 22.3.83 which is self-explanatory has been enclosed as Annexure No. A. It is evident from the above clauses that it was a temporary assignment on contractual basis and the bonafide belief of the applicant that his sponsorship by the Employment Exchange and selection is for permanent absorption, is nothing but a complete misconception and misunderstanding and as such the application may summarily be rejected.

B. That with regard to the statements made in paragraph 4.4 of the application, I beg to state that the applicant was appointed as per Annexure No. A above for a period of six months already stated at para 2 above. As he is an educated person, it is expected that he has read and understood the clauses of the appointment and only after accepting the terms and conditions of the appointment he has joined the duty. His ignorance of the above clauses and assumption that the appointment would be of permanent basis is based on misconception and wrong interpretation of the clauses of the appointment letter for which the applicant is to be blamed.

9. That with reference to the statements made in paragraphs 4.5, 4.6, 4.7, 4.8, 4.9, 4.10 and 4.11 of the application, the respondent does not have any comments to offer except to state that the applicant was given extension/fresh offer of engagement/extension on contractual basis from time to time in different spells on the usual terms and conditions. It is further stated that the pay of the applicant was raised from time to time considering the increased price index.

10. That with reference to the statements made in paragraph 4.12 of the application, the respondent begs to state that all the Seismic Surveillance sub-stations situated in NE region are being managed by the Head, Geoscience Division, Regional Research Laboratory, Jorhat, and according to the need, the internal transfers are being made. In different sub-stations located in NE region private houses are hired for installation of the seismic data recording machines and rent are paid from the office. A part of the house is also allowed to occupy by the person posted in such sub-station.

11. That with reference to the statements made in paragraph 4.13 of the application, the respondent begs to state that the applicant was appointments on contractual basis in different spells from time to time as per the need of the projects. The statement of the applicant that it is a Central Govt. organization is denied. In fact it is an Autonomous

Body registered under Societies Act, 1860 under the name and style 'Council of Scientific & Industrial Research' (CSIR). Regarding the regularisation it is stated that in the appointment it was clearly mentioned that it is a contractual appointment which will confer no right on the applicant either implicit or explicit for any CSIR appointment. Regarding provision in MANAS (Merit & Normal Assessment Scheme) for Scientific & Technical Staff, the respondent begs to clarify that the Project Assistants who were appointed prior to 1981 and have rendered three years or more continuous service would be considered for regularisation but the applicant was appointed on 30.3.1983 and as such the above provision is not applicable in case of the applicant.

12. That with regard to the statements made in paragraph 4.14 of the application, the respondent begs to state that the statement of the applicant is denied and the statement of the applicant is misleading. In case of regular post that are advertised against vacancy/creating of post the applications are received from all concern including the Project Assistants working on contractual basis. After scrutiny of the applications interviews are held by the Expert Committees and appointments are made as per the recommendations of the Expert Committees. As such no post of the Project Assistant can automatically be regularised without following the

recruitment procedure. In the event of selection they will be appointed as fresh recruit against the post(s) advertised. This is a normal practice followed in CSIR laboratories.

13. That with reference to the statements made in paragraph 4.15 of the application, the respondent begs to state that though there are few posts lying vacant at present but as there is no identical post and also in view of the ban imposed by the Govt. of India, these posts cannot be filled up. The respondent likes to state further that the applicant has given a false statement regarding regularisation of Project Assistants. It is stated that no Project Assistant/Fellow has so far been regularised. All the persons whose names were cited by the applicant, were given fresh appointments through open competition and were recruited by a duly constituted Selection/Expert Committee before the imposition of ban on fresh recruitment. Regarding equal pay for equal work, it is submitted that all the Project Assistants/Fellows have been paid the same pay on consolidated basis as per the contractual appointment. It can be stated that the applicant has been paid Rs.1800/- as pay per month just like other Project Assistants having B.Sc. qualification. As such, there is no violation of principles of equal pay for equal work. Regular pay scales are given to the regular employees and hence cannot be given to applicant.

14. That with reference to the statements made in paragraph 4.16 of the application, the respondents beg to state that Shri Prabin Kr. Phukan, Project Assistant, has been working in Accounts Section of Regional Research Laboratory, Jorhat to keep the accounts of all sorts of projects like sponsored/consultancy/Grant-in-aid projects funded by outside organizations/parties. In addition he operates the Computer of Accounts Section to maintain computerised accounts of classified abstract through IMPACT (Integrated Management of Project Accounts), a package developed by CSIR. Since, he has been dealing with works related to the above subject, his training in this particular task was felt very much essential in the interest of projects. Thus he was sent for IMPACT Training. Hence there was no hostile discrimination done by the respondent in violation of the Article 14 & 16 of the Constitution of India. The respondent stoutly denies the statement made by the applicant that the respondent favoured blue eyed boys and highly objects the statement which is an allegation brought by the applicant to malign the Administration as in Council/Govt. service all are treated equally and as per rules in force. So the question of hostile discrimination does not arise at all. It is worth to mention here that Mr Phukan's deputation for training has no relevance of his claim for regularisation.

✓ 15. That with reference to the statements made in paragraph 4.17 of the application, the respondents begs to state that the representations/applications submitted by the applicant have been attended to sympathetically and regularisation cannot be done as per the provision of MANAS (Merit & Normal Assessment Scheme) which is meant for the Project Assistants who were appointed prior to 1981 and have rendered three years or more continuous service. It is true that the respondent no.5 has forwarded the representations of two Project Assistants namely Shri Santanu Dutta and Shri Dulal Sahu for consideration of their applications as they had applied for regularisation of their services to the Director-General, CSIR & Secretary to the Govt. of India, Science & Technology Department, who is the highest authority of CSIR. The applicant did not submit any such representation/application so far. Had he submitted such representation/application, his representation/application would have been forwarded with recommendation without any prejudice. The respondent stoutly denies the statement of the applicant that there is no ban imposed by the Govt. of India because there is a standing Ban on recruitment being imposed by the Govt. of India/CSIR since 1983 as per Annexure No.B already annexed. However, if the ban is lifted and approval is accorded by the CSIR for recruitment then all the Project Assistants will be given opportunity to appear before the Interview Committee with preference. The question of

Revised

regularisation does not arise because as per the provision in MANAS (Merit & Normal Assessment Scheme) meant for Scientific & Technical Staff, the Project Assistants who were engaged prior to 1981 and who have completed continuously for three years or more are eligible for regularisation. Since the applicant was engaged in the year 1983 the question of application of the above clause in respect of the applicant does not arise. A copy of the provision of the MANAS (Merit & Normal Assessment Scheme) is enclosed as Annexure No. C.

16. That with reference to the statements made in paragraph 4.18 of the application, the respondent begs to state that this is repeatative in nature and the replies have already been given in the foregoing paragraphs and in para 15 above. It is denied that the representations submitted by the applicant all have fallen into the deaf year of the respondents. In fact all the representations submitted by the applicant were looked into very carefully and sympathetically. The respondents further begs to state that as the case is sub-judiced further offer of engagement has been kept in abeyance beyond 14.4.95 but as per the advice of the Hon'ble Tribunal the service of the applicant has not been terminated. However, further consideration will be made as per the decision of the Hon'ble Tribunal.

17. That in reply to the statements made in paragraphs 5.1 and 5.2 of the application, the respondent begs to state that so far all the actions as per CSIR rules and regulations have been taken and all the Project Assistants/Fellows have been given equal treatment. As such the respondents' action in no way can be stated as "Malafide" and hence judicial interference is uncalled for and unwarranted.

18. That with reference to the statements made in paragraph 5.3 of the application, the respondent stoutly denies the statements of the applicant and beg to state that the applicant is neither a regular employee of this laboratory nor has rendered continuous service for three years or more. He was engaged purely on contractual basis on temporary basis initially for six months and further time to time engagements were given in different spells on usual terms and conditions which have already been elaborately stated in our foregoing paragraphs. The respondent further states that it is a total misconception on the part of the applicant that his service is indispensable to carry out the project works. No body in a Govt. Department is indispensable and the applicant was holding a very insignificant post and not of much importance, hence the word 'indispensable' does not arise. The question of regularisation is not applicable to the applicant as per MANAS (Merit & Normal Assessment Scheme).

The applicant after accepting the terms and conditions of our offer, provides his services on contractual basis. By claiming to regularise his services on the basis of his past services as Project Assistant, after accepting the terms and conditions which were very clearly specified in the appointment letters, the applicant has violated the contractual terms & conditions of the appointment letters and putting undue pressure on the respondents.

19. That with reference to the statements made in paragraph 5.4 of the application, the respondent begs to state that since the applicant is not a regular council servant and has not worked continuously for three years or more as provided in MANAS (merit & Normal Assessment Scheme) and as he was not appointed prior to 1981, his services cannot be regularised. Furthermore, the statement of the applicant that there is no ban on recruitment is stoutly denied and already explained in paragraphs 6 and 15 above.

20. That with regard to the statements made in paragraph 5.5 of the application, the respondent begs to state that it is repeatative allegation.

21. That with regard to the statements made in paragraph 5.6 of the application, the respondent begs to submit that after clear understanding and acceptance of the terms and

conditions of the appointments/engagements, the applicant reported for duty. Hence, violation of the principle of natural justice and Article 14 and 16 of the Constitution of India does not arise.

22. That with regard to the statements made in paragraph 5.7 of the application, the respondent begs to state that the applicant has never been given discriminatory treatment and the provision of MANAS (Merit & Normal Assessment Scheme) for regularisation of service is not applicable to the applicant.

23. That with reference to the statements made in paragraph 5.8 of the application, the respondent begs to submit that it is repeatative in nature. Regularisation is not possible as per MANAS (Merit & Normal Assessment Scheme). Furthermore, the clauses of the appointments/engagements were very clear that the appointments were purely on temporary and contractual basis. It is further stated that the applicant was free to seek employment elsewhere and if the applicant had not tried for employment elsewhere, it was the lapses on his part.

24. That in response to the statements made in paragraph 5.9 of the application, the respondent begs to state that it is a fact that the name of the applicant was sponsored by the Employment Exchange and after having selected by the

Selection Committee, he was appointed as Project Assistant for six months only on contractual basis. Project Assistants posts do not belong to the regular cadre of this laboratory/CSIR. These are specific appointments from time to time depending upon the requirements of the specific project jobs purely on contractual and temporary basis on usual terms and conditions. Further, mere sponsoring the names by the Employment Exchange and selection by the Selection Committee do not confer any right/claim on the applicant for a regular/permanent post. It depends upon the terms and conditions of the post and appointment which the applicant understood very well. Since he was appointed on contractual basis against the projects on consolidated pay the question of giving him a regular pay scale does not arise as the pay scales are prescribed for regular employees.

25. That with reference to the statements made in paragraph 5.10 of the application, the respondent begs to submit that as the applicant joined as Project Assistant from time to time after proper understanding and acceptance of the terms and conditions of the appointments, no cost may be allowed to the applicant and the application may be dismissed with costs and compensation.

26. That in response to the statements made in paragraph 6 of the application, the respondent begs to state that in view of the clarification given in the foregoing paragraphs and in view of the fact that the applicant is not a regular employee of this laboratory, the case of the applicant thereby does not fall within the jurisdiction of the Central Administrative Tribunal Act 1985. The Hon'ble Tribunal may kindly dismiss the application with costs and compensation.

27. That in response to the statements made in paragraph 7 of the application, the respondents have no comments.

28. That with reference to the statements made in paragraph 8.1 of the application, the respondent begs to state that the service of the applicant cannot be regularised as per the provision of MANAS (Merit & Normal Assessment Scheme) because the applicant has never worked at any point continuously for three years or more. This scheme was applicable to those Project Assistants who were engaged prior to 1981 and the applicant was engaged in the year 1983, also in view of the clauses of the appointments/engagements which the applicant was fully aware that those were temporary and contractual appointment which would not confer any right on him, either implicit or explicit, for any regular post in this laboratory/CSIR. It was only after proper understanding and

acceptance of the clauses/terms & conditions of the appointments, the applicant joined duty. He cannot be appointed as Junior Scientific Assistant/Junior Technical Assistant as he was not holding any identical post. Hence the claim of the applicant is not tenable in the Hon'ble Tribunal and is liable to be dismissed with costs and compensation.

29. That with reference to the statements made in paragraph 8.2 of the application, the respondent begs to state that the applicant cannot be given regular pay scale of Rs.1400-2300/- with restrospective effect because of the facts mentioned in the foregoing paragraphs and in para 13 above.

30. That with regard to the statements made in paragraphs 8.3 and 8.4 of the application, the respondent begs to pray that no relief and cost is permissible as per rules. As such the application may be rejected.

31. That with response to the statements made in paragraph 9 of the application, the respondent begs to state that as already stated in para 2 above and in the foregoing paragraphs, the applicant was given appointment/engagement

purely on contractual from time to time in different spells as per the requirements of the project works. The appointment letters are very clear evidence that those appointments/engagements were conditional and would not confirm any right on the applicant for any regular appointment in this laboratory/CSIR. The applicant is not a regular employees of CSIR temporary or otherwise. After clear and proper understanding and acceptance of the terms and conditions of the appointment/engagement the applicant joined duty from time to time. Moreover regularisation is not applicable to him as per the provision of MANAS (Merit & Normal Assessment Scheme) which was elaborately stated in para 15 above. It has already been stated by the respondent to the Hon'ble Tribunal that the services of such Project Assistants are not terminated as yet and further engagements have been kept in abeyance as the cases are sub-judiced. So far the economic condition of the applicant is concerned, the applicant himself is to be blamed because he was well aware of the fact that the appointments from time to time were purely on contractual basis and cannot be regularised. The was free to seek employment elsewhere and if he could not get an employment elsewhere it is the lapses on the part of the applicant. Instead he is putting undue pressure on the responmdent for regularisation of his service. As such for

his economic instability the respondents are not responsible and in view of the circumstances the prayer of the applicant may summarily be rejected and dismissed with costs and compensation.

P P Bhattacharjee
 DEPARTMENT
 Controller of Administration
 Regional Research Laboratory
 Jorhat-785 006 (Assam)

VERIFICATION

I, Shri P P Bhattacharjee, Controller of Administration of Regional Research Laboratory, Jorhat-785006, do hereby declare that the statements made in this Written-Statement are true to my knowledge derived from the records of the case.

I sign this verification on this 1st day of July, 1995, at Jorhat.

P P Bhattacharjee
 DEPARTMENT
 Controller of Administration
 Regional Research Laboratory
 Jorhat-785 006 (Assam)

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Annex - A 28

REGIONAL RESEARCH LABORATORY: JORHAT ASSAM
(Council of Scientific & Industrial Research)

No. RLJ-9(59)-Estt/79

Date :- 22.3.83.

From:

The Director,
RRL, Jorhat.

To:

Shri Poresh Kolita
Kumar Mati Gaon,
P.O. Mout Gaon,
Jorhat,
Dist. - Sibsagar.

SUB:- Appointment as Project Assistant.

Dear Sir,

I am directed to inform you that the Director, RRL, Jorhat has been pleased to approve your appointment as Project Assistant on a consolidated pay of Rs. 500/- p.m. (Rupees Five hundred only) for a period of 6(six) months from the date of joining.

The appointment is terminable without notice and on clear understanding that this offer will not confer any right on you for any regular appointment in this laboratory after the aforesaid period.

If you are willing to accept the appointment on these terms and conditions, you are requested to report for duty in this laboratory immediately.

The appointment is made subject to production of Medical Certificate from the District Health Officer, Sibsagar, Jorhat in the prescribed form (copy enclosed).

Yours faithfully,

SS/-

~~XXXXXXXXXXXX~~
ADMINISTRATIVE OFFICER.

Copy to :-

1. Accounts Section.
2. Bill Section.
- ✓ 3. Personal File.
4. Employer, if any
Dr. M.M. Saikia
Head,
Geoscience Division,
R.R.L., Jorhat.

The expenditure is to be debited from the Project.....
"Seismic Surveillance (Thrust area)".

~~XXXXXXXXXXXX~~
ADMINISTRATIVE OFFICER.

Attested
H.K. Chandra

OFFICE MEMORANDUM

Subject: Economy in administrative expenditure of the Government

- Ban on creation of posts/filling up of vacancies

- Guidelines for processing of cases.

The undersigned is directed to refer to this Ministry's O.M.No. F.7(1)-E. Coord/84 dated the 20th June, 1984 as amended from time to time on the subject indicated above and to state that instructions already exist for ban on creation/filling up of posts and the procedure for relaxation thereof in exceptional circumstances. Some doubts which arose in this regard were also clarified from time to time. Further clarifications are, however, being sought by various Ministries/Departments etc. regarding the following two points. The matter has been considered in this Ministry and the correct position is clarified below against each point:—

POINTS

CLARIFICATIONS

(a) Whenever higher level posts are abolished, whether junior level posts are also to be abolished as a consequence thereof.

Yes, whenever higher level posts are abolished, it will be necessary to abolish personal/supporting staff of that higher level post(s) simultaneously. In addition to such abolition, it will also be desirable to have a work study conducted to determine what other restructuring and abolition of lower level posts would be required as a result of abolition of the higher post(s).

(b) If a post is vacant or held in abeyance for some time, whether the post can be filled up or revived, as the case may be, by the administrative Deptt/Ministry.

If a post is held in abeyance or remains unfilled for a period of one year or more, it would be deemed to be abolished. Integrated Finance of each Ministry/Department may monitor abolition of such posts and ensure that abolition orders are issued within one month of the post remaining unfilled/held in abeyance for the period of one year. If the post is required subsequently, the prescribed procedure for creation of new posts will have to be followed, i.e. as briefly set out below:—

PLAN POSTS

GROUP 'A' POSTS

Approval of Finance Minister will be required.

GROUP 'B', 'C' & 'D' POSTS

May be created with the approval of Secretary of the administrative Ministry/Department provided:—

- The expenditure on establishment is within 10% of the project cost;
- The posts to be created are in conformity with the prescribed norms; and
- Group 'A' post(s), if necessary, have been approved by the Finance Minister.

NON-PLAN POSTS

(i) GROUP 'A' POSTS OF AND ABOVE THE LEVEL OF JOINT SECRETARIES (Rs. 5900-6700)

May be created with the approval of Cabinet after obtaining the approval of Finance Minister.

(ii) GROUP 'A' POSTS BELOW THE LEVEL OF JOINT SECRETARY AND GROUP 'B', 'C' & 'D' POSTS.

May be created with the approval of Finance Minister.

Creation/filling up of posts both Plan and Non-Plan is to be done after the posts which have been found surplus as a result of review, have been abolished.

For creation of Non-Plan posts matching savings are required, which should be by surrender of posts in the same group or of posts in the immediate line of promotion.

Posts which are found justified on the basis of workload and functional justification can only be created.

2. All Ministries and Departments are requested to kindly note the above clarifications for strict compliance, particularly in view of the need for adopting austerity measures for containing Government expenditure in the present economic scenario. They may also issue instructions to their attached and subordinate offices (including U.T. Admn.) and monitor compliance. Autonomous Bodies under the control of Ministries/Departments may also be asked to follow these clarifications mutatis mutandis.

3. Hindi version is enclosed.

(D. Swarup)
Joint Secretary to the Govt. of India

All Ministries/Departments to the Government of India, etc. etc. (as per standard distribution list).
All F.A., (by name).

Attended
Addl. Control Govt.
Standing Council

नई दिल्ली, दिनांक 3 मई, 1993

कार्यालय ज्ञापन

विषय: सरकार के प्रशासनिक व्यय में किराया-पदों के सृजन/रिक्त पदों के भरने पर प्रतिबंध-मामलों पर कार्रवाई करने के लिए मार्गनिर्देश।

मुझे उपर्युक्त विषय पर इस मंत्रालय के दिनांक 20 जून, 1984 के समय-समय पर यथा संशोधित का. ज्ञा. सं. एफ. 7(1)-संस्था. (सम.)/84 का हवाला देने और यह कहने का निर्देश हुआ है कि पदों के सृजन/पदों के भरने पर रोक तथा अपवादित परिस्थितियों में इस प्रक्रिया में छूट दिए जाने संबंधी अनुदेश पहले से ही मौजूद हैं। इस संबंध में जो शंकाएं उत्पन्न हुई थी उन्हें भी समय-समय पर स्पष्ट किया गया था। तथापि विभिन्न मंत्रालयों/विभागों आदि ने निम्नलिखित दो मुद्दों पर और स्पष्टीकरण मांगा है। इस मामले पर इस मंत्रालय में विचार किया गया है और सही स्थिति नीचे प्रत्येक मुद्दे के सामने स्पष्ट की गई है:-

मुद्दे

स्पष्टीकरण

(क) जब भी उच्चतर स्तर के पद समाप्त किए जाते हैं तो क्या उसके परिणामस्वरूप कनिष्ठ स्तर के पदों को भी समाप्त किया जाना होता है।

जी हां, जब भी उच्चतर स्तर के पद समाप्त किए जाते हैं तो इसके साथ ही उच्चतर स्तर के पद (दो) के वैयक्तिक/सहायक स्टाफ को भी समाप्त करना आवश्यक होगा। इन पदों को समाप्त किए जाने के अतिरिक्त यह निर्धारित करने के लिए कार्य अभ्यन करना भी जरूरी होगा कि इन उच्चतर पद (पदों) के समाप्त किए जाने के फलस्वरूप किस तरह का पुनर्गठन तथा कितने निम्नतर स्तर के पदों को समाप्त किया जाना है।

(ख) यदि कुछ समय के लिए एक पद रिक्त अथवा प्रास्थगित रखा गया है, तो क्या प्रशासनिक/विभाग/मंत्रालय द्वारा जैसा भी मामला हो उस पद को भरा जा सकता है अथवा फिर से बनाए रखा जा सकता है।

यदि कोई पद एक वर्ष अथवा उससे अधिक की अवधि के लिए प्रास्थगित रखा गया हो अथवा भरा न गया हो, तो उसे समाप्त हुआ समझा जाएगा। प्रत्येक मंत्रालय/विभाग का एकीकृत वित्त इस प्रकार के पदों को समाप्त किए जाने सम्बन्धी जांच करे तथा यह सुनिश्चित करे कि जो पद एक वर्ष तक भरा न गया हो अथवा प्रास्थगित रखा गया हो उसे उसके परभाव समाप्त किए जाने के आदेश एक महीने के भीतर जारी कर दिए जाएं। यदि उसके बाद उस पद की आवश्यकता होती है तो नए पदों के सृजन के लिए निर्धारित प्रक्रिया को अपनाया जाएगा जैसा कि संक्षिप्त में नीचे बताया गया है:-

योजनागत पद

समूह "क" पद

वित्त मंत्री के अनुमोदन की आवश्यकता होगी।

समूह "ख", "ग" तथा "घ" पद

प्रशासनिक मंत्रालय/विभाग के सचिव के अनुमोदन से सृजित किए जा सकते हैं बशर्ते कि:-

- (1) स्थापना पर व्यय परियोजना लागत के 10% के अंदर हो,
- (2) सृजन किए जाने वाले पद निर्धारित मानकों के अनुरूप हों, तथा
- (3) समूह "क" पद (पदों), यदि आवश्यक हो तो, का वित्त मंत्री से अनुमोदन हो गया हो।

योजना-भिन्न पद

(1) संयुक्त सचिवों (5900-6700 रु.) के स्तर के तथा उससे ऊपर के समूह "क" पद

वित्त मंत्री का अनुमोदन लेने के परभाव मंत्रिमंडल के अनुमोदन से सृजित किए जा सकते हैं।

(2) संयुक्त सचिव के स्तर से नीचे के समूह "क" पद तथा समूह "ख", "ग" तथा "घ" पद

वित्त मंत्री के अनुमोदन से सृजित किए जा सकते हैं। योजनागत तथा योजना भिन्न दोनों तरह के पदों के सृजन करने/भरने संबंधी कार्यवाही पुनरीक्षा के परिणामस्वरूप अधिशेष पाए गए पदों को समाप्त किए जाने के परभाव से ही की जानी होती है।

- योजना-भिन्न पदों के सृजन के लिए बराबरी की बत किए जाने की आवश्यकता होती है जो उसी समूह में पदों को अथवा शाकालिक पदोन्नति वाले पदों को अभ्यर्षित करके की जानी चाहिए।
- केवल कार्यभार तथा कार्यात्मक औचित्य के आधार पर न्यायोचित पाए गए पदों का ही सृजन किया जा सकता है।

2. सभी मंत्रालयों/विभागों से अनुरोध किया जाता है कि वे उपर्युक्त स्पष्टीकरण को सख्ती से अनुपालन के लिए नोट कर लें, विशेषकर, वर्तमान आर्थिक परिदृश्य में जबकि सरकार के व्यय में मितव्ययिता ठावों को अपनाने की आवश्यकता है। वे अपने संबंधित तत्त्व अधीनस्थ कार्यालयों (संघ-उप्य क्षेत्र प्रशासन सहित) को भी अनुदेश जारी करें तथा अनुपालन की मानीटरी करें। मंत्रालयों/विभागों के नियंत्रणाधीन स्वायत्त निकायों से भी यथाआवश्यक परिवर्तनों सहित इन स्पष्टीकरणों के अनुपालन करने के लिए कहा जाए।

धर्मेश्वर स्वामी
(डी. स्वस्व)

संयुक्त सचिव, भारत सरकार

पैमानागत तथा औद्योगिक अनुसंधान परिषद

अनुसंधान भवन, राणी मार्ग, नई दिल्ली-1

संख्या : 31/4/53-सोमान

दिनांक : 24/5/53

सूचना, मार्गदर्शन और अनुपालन के लिए अग्राहक

1. सभी राष्ट्रीय प्रयोगशालाओं/संस्थानों/पीटीटी के निदेशक/प्रधान/प्रशासन नियंत्रक/प्रशासनिक अधिकारी
2. सभी राष्ट्रीय प्रयोगशालाओं/संस्थानों के वरिष्ठ वित्त तथा लेखा अधिकारी/वित्त तथा लेखा अधिकारी
3. सीसकाइआर कांफ्लेक्स/प्रशासन/लेखा अनुभाग
4. सीसकाइआर मुद्राभण्ड के अधिकारी/अनुभाग/यूनिट/प्रभाग/संलग्न सूची अनुसार

अनुभाग अधिकारी 24/5

23

Annex-'C'

61

MERIT AND NORMAL ASSESSMENT SCHEME

Annexure 7.6.1(A)

COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH
Rafi Marg.

No.16(150)/68-E.II(Pt.II) New Delhi-1, the 13th Jan., 1981

From: Chief (Administration)
Council of Scientific & Industrial Research

To: The Directors/Heads of all the National
Laboratories/Institutes/Research Associations.

Subject : Report of the Committee constituted to look into
the question of linking of the technical
assistance programmes with overall plans and
resources and absorption of staff employed in
externally funded projects/schemes.

Sir,

I am directed to invite your kind attention to this
office letter No.4/3/78-CTE dated 8.6.1979 regarding the
constitution of a Committee to look into the question of
linking of the technical assistance programmes with overall
plans and resources and absorption of staff employed in
externally funded projects/schemes and to state that the
Report of the Committee was placed for consideration of the
Governing Body at its meeting held on 30.9.1980.

The Governing Body has approved of the report of the
Committee subject to certain modifications as proposed by the
Director-General, SIR. The salient features of Governing
Body's decision are reproduced below:-

1. The sponsored projects / Schemes under different
categories should be accepted / undertaken on a
selective basis i.e.(i) these should be in
consonance with the approved objectives, goals
and charter of the Laboratory / Institute; (ii) be
in the areas / fields of the regular activities of
the Institute; (iii) form part of the total plans
of the Laboratory; (iv) be included in the Annual
/ Five Year Plan of the Institute; and (v) be of
a major benefit to the country.
2. The projects should not serve merely as data bases
for more advanced countries or provide a chance
for dumping obsolete plants, technology in India

Contd.

Attested
Addl. Central Govt
Standing Counsel.

and retard our growth. These should not also become a tool of diverting the Institute away from its approved priorities by lure of equipment etc. Where equipment is capital intensive, one should normally not look for the acquisition of such equipment through sponsored schemes, but C.S.I.R. should take up the responsibility for this. There could be special situations where there are clear advantages of using a Scheme for this purpose.

3. Such Projects / Schemes should first be cleared by the Research Advisory Council of the concerned Laboratory / Institute from the viewpoint of scientific merit / national relevance. Thereafter, these would be discussed with CSIR Headquarters, the nodal point for such discussions being the Planning Division. After the projects schemes are cleared by the CSIR, the same would be placed before the Executive Committee of the concerned Laboratory for approval.
4. The work relating to these projects should, as far as possible, be managed with the regular staff instead of making them a vehicle for additional manpower. The Laboratories / Institutes should themselves have inherent capability to provide the major inputs for infrastructure to take on the sponsored schemes and the incremental staff should be minimal. While planning to take up sponsored schemes, adequate thought should be given to aspects relating to the building up of staff as also for tapering it off when the scheme gets completed.
5. The prescribed procedure, as applicable for regular posts/staff, should be followed both for creating additional posts and recruiting additional staff, if any, required for UNDP, PL-480 and other Bilateral projects. It should be ensured that while making recruitment for schemes projects posts, there should be no dilution of quality. The staff recruited for such projects will be treated as temporary CSIR staff.

In sponsored projects, however, the recruitment should be on behalf of the sponsor for a fixed period for the duration of Scheme only and it should be so made clear in the appointment letter of the candidate besides stipulating therein that the appointment is not a CSIR appointment, temporary or otherwise, and does not entitle the incumbent to any claim, implicit or explicit, on any CSIR post.

25 62
Annex - 'e'

MERIT AND NORMAL ASSESSMENT SCHEME

For time bound sponsored projects to start within 6 months of the agreement, the Labs. Instts. would be authorised to make adhoc appointments to various posts through local Selection Committees, without, however, diluting the qualifications and other prescribed standards

The regular staff applying for the posts in such sponsored project, if selected, could function in that position, which may be higher, but purely temporarily, and revert to their substantive (regular) post on completion of the project.

6. The staff recruited for schemes by following the prescribed recruitment procedure, should not be required to undergo this procedure afresh for their appointment / absorption on regular side in identical posts. On such absorption their scheme service will be taken into account for purposes of entitlement to various service benefits in CSIR such as Leave, Study Leave etc.
7. The staff earlier appointed in the sponsored projects / schemes, FL-480 schemes etc., who have since been absorbed on the regular side in the same Lab. / Instt. in which the scheme was under operation, will be entitled to count their service rendered under the scheme in an identical post for purpose of assessment for promotion to the next higher grade. The advantage of assessment on this basis will, however, be available with effect from 1.10.1980 or the date of completing the prescribed number of qualifying years for assessment, whichever is later.
8. The existing persons who have rendered three years continuous service in a scheme should be absorbed either against existing regular vacancies in identical posts or by creating additional posts (by following prescribed procedure) if the work load in the Laboratory / Institute so demands. The supernumerary posts could be created to absorb the staff employed in such projects / schemes, initially being a one time effort only. The Laboratories / Institutes should not recruit further staff until all such staff is absorbed.
9. The grant made for such projects should be treated as an adhoc grant to the Institute and the same should clearly figure in the overall "Income - Expenditure" and "Assets - Liabilities" statements of the Institute.

Contd.

Attended
19/11/80
A.M. Central Govt.
Standing Counsel.

26 63
84
MERIT AND NORMAL ASSESSMENT SCHEME

10. More opportunities should be given to younger Scientists to visit abroad for training etc. in the scheme sponsored by U.N.D.P. etc.

A copy of the report of the Committee is enclosed for your information, guidance and necessary action.

The earlier guidelines regarding the appointment (including service conditions) of staff for scheme / projects sponsored / financed by non-CSIR bodies (both Indian and Foreign) and taken up at the Laboratories / Institutes, which are not in accord with the above decisions, will stand superseded to the extent indicated in the above paras.

Yours faithfully,

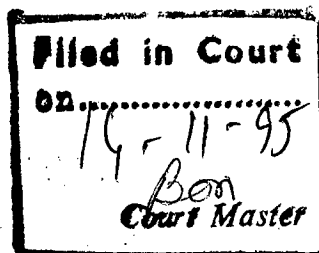
Sd/-

(C.L. Malhotra)
Under Secretary.

Copy to:

1. The Sr. Finance and Accounts Officers / Finance and Accounts Officers of all the National Laboratories / Institutes / CSIR Headquarters (including CSIR Complex).
2. The Directors / Heads of all the transferred Laboratories / Institutes / Research Associations for information.
3. All the Divisions / Sections at CSIR Headquarters / CSIR Complex.
4. P.S. to DGSIR.
5. Chief (Finance).
6. Chief (Planning).
7. Chief (Administration).
8. D.S.(E).
9. Dy. Chief (Finance).

Sd/-
Under Secretary.



BEFORE THE CENTRAL ADMINISTRATIVE TRIBUNAL
GUWAHATI BENCH

O.A. No. 17 of 1995

Shri Paresh Kalita

- Vs -

Union of India & Ors.

REJOINDER TO THE WRITTEN STATEMENT ON BEHALF OF THE
APPLICANT.

The applicant begs to state as follows :

1. That the applicant has gone through the copy of the written statement and has understood the contents thereof. Save and except the statements ~~made~~ which are specifically admitted hereinbelow, other statements made in the written statement are categorically denied. Further the statements which are not borne on records are also denied.

2. That with regard to the statements made in paragraphs 2, 3, 4 and 5 of the written statements, the applicant does not admit anything contrary to the relevant records. While reiterating and reaffirming the statements made in the O.A., the applicant states that the action of the respondents is unbecoming of a model employer and contrary to their own scheme.

3. That with regard to the statements made in paragraph 6 of the W.S., the applicant denies that the recruitment has been banned since 1983. Annexure-B to the W.S. refers to a letter of Government of India

Contd...P/2.

R
Chandra
14/11/95

- 65 -

dated 3.5.93 and there is no indication that a total ban has been imposed in recruitment. Had this been the correct position, there would not have been any recruitment in any department. It did not emphasise that since 1983 numerous recruitments have been made through out the country in all the departments. The C.S.I.R. cannot make any exception to suit their own purpose so as to defeat the just cause of the applicant. It is really unfortunate that not to speak of regularising the services of the applicant, he has been deprived from the contractual engagement also merely because he has approached this Hon'ble Tribunal seeking extension of its protective hands over him. Such malafide and arbitrary action on the part of the respondents is unbecoming of a model employer and contrary to the principles laid down by the Apex Court and various other courts.

4. That with regard to the statements made in paragraph 7 to 10 of the W.S. while denying the contentions made therein, the applicant reiterates and reaffirms the statements made in the O.A.

5. That with regard to the statements made in paragraph 11 of the W.S., the applicant categorically denies the contentions made by the respondents. The C.S.I.R. being under the Ministry of Science and Technology, the respondents cannot absolve their responsibilities of upholding the rules, regulations

Contd...P/3.

of the Central Government. The respondents have made a false statement regarding the applicability of the scheme 'MANAS'. The respondents have misrepresented in making statement that the Project Assistants who were appointed prior to 1981 and have rendered three years or more continuous service would be considered for regularisation ; but since the applicant was appointed on 30.3.83, the said scheme is not applicable to him. In this connection the applicant begs to state that that the said scheme is effective as on date and the same was revised as on date which will be amply evident from Annexure-A to this rejoinder. It may not be out of place to mention here that pursuant to a discussion held on 20.8.94 between the D.G., C.S.I.R. and Scientific Workers Association, amongst others on the subject of "Contractual Workers", the following agreement was recorded -

"With regard to the point raised by S.W.A. regarding the benefits of confirmation to the contractual employees, it was clarified to them that necessary instructions on the subject were circulated to the Labs/Instts in May 1991. D.G. CSIR advised the representatives to bring to his notice ~~any~~ case their instructions are not being followed by any of the Labs/Instts."

The applicant craves the leave of this Hon'ble Tribunal for a direction to the respondents for production of the said instructions of May 1991 by the respondents.

Contd....P/4.

- 67 -
88

Copies of the Scheme 'MANAS' and letter dated 18.1.95 conveying the above minutes are annexed herewith as ANNEXURES-A & B respectively.

6. That with regard to the statements made in paragraph 12 of the W.S., while denying the contentions made therein, the applicant reiterates and reaffirms the statements made in the O.A. In view of their non-continuance in service and there being vacancies available, the respondents cannot deny the applicant the benefit of the said scheme 'MANAS'.

7. That with regard to the statements made in paragraph 13 of the W.S. the applicant categorically denies the contentions made therein. It is admitted by the respondents that there are available posts. They have gone to the extent of saying that the applicant has given a false statement regarding the regularisation of the Project Assistant. In this connection, the applicant reiterates and reaffirms the statements made in paragraph 4.15 of the ~~W.S.~~ O.A. and the respondents are called upon to substantiate their claim, that the applicant has made a false statement.

8. That with regard to the statements made in paragraph 14 of the W.S., the applicant ^{regarding} states/~~that~~ Shri Prabin Kumar Phukan, Project Assistant there is hostile discrimination and violation of Articles 14 and 16 of the Constitution of India. Because of the highhandedness

- 68 - 89

and partisan attitude of the respondents, he was sent for the training even by showing him as a Dealing Assistant. He has been continued in his service unlike the unfortunate applicant ~~which~~ who because of the filing of the instant O.A. has been discontinued. It is ~~not~~ a question of not any principle being followed by the respondents but a question of favouritism and nepotism. The said Phukan does not possess any special qualification so as to bestow with the benefit as has been given to him.

9. That with regard to the statements made in paragraphs 15, 16 and 17 of the W.S., while denying the contentions made therein, the applicant begs to state that his service has not been extended unlike others who are similarly circumstanced like that of the applicant but have been given the extension of service. This shows the malafide on the part of the respondents.

10. That with regard to the statements made in paragraph 18 of the ~~W.S.~~ W.S., the applicant begs to state that ~~artificial~~ artificial break given by the respondents towards continuous service of the applicant are ~~not~~ required to be ignored and the services of the applicant is required to be regularised under the scheme mentioned above.

11. That with regard to the statements made in paragraphs 20 to 25 while denying the contentions made therein the applicant reiterates and reaffirms the statements made in the O.A.

12. That with regard to the statements made in paragraphs 26 to 29 of the W.S., the applicant reiterates and reaffirms the statements made hereinabove. It is stated that the claim of the applicant is required to be granted by the Hon'ble Tribunal.

13. That with regard to the statements made in paragraph 31 of the W.S., the applicant states that the respondents instead of becoming a model employer have depicted unfair labour practice of which the applicant has been made a victim. For the purpose of regularisation of his service under the scheme, the artificial breaks are required to be ignored and appropriate direction be issued to the respondents for regularisation of the applicant's service with all consequential benefits.

14. That the applicant begs to state that although the services of the applicant have not been extended which the respondents have all along ~~been~~ ^{been} extending to other similarly circumstanced employees.

In this connection documents pertaining to extension granted to others are annexed as ANNEXURES-C, D & E

The applicant further begs to state that when the respondents speak of ban on recruitment and have discontinued the services of the applicant for his action in approaching this Hon'ble Tribunal, the respondent No. 3 on the other hand appointed other

- 70 -
a)

persons to similar post like that of the post previously held by the applicant. Such appointment has been made surreptitiously. As per the allegations made, the said persons have been appointed by way of a farcical interview held at Salt Lake City, Calcutta in the residence of the respondent No. 3. The applicant states that if such appointments can be made there is no earthly reason as to why his services could not be extended. It leaves no manner of doubt that the applicant has been made a victim of the circumstances and the respondents have taken it to be a crime for his coming ~~to~~ under the protective umbrella of this Hon'ble Tribunal.

In this connection, the applicant begs to annex the documents pertaining to the said appointments and the same are marked as ANNEXURES-F, F1, G, G1 and H, H1.

15. That under the facts and circumstances, the instant O.A. deserves to be allowed with cost.

Verification.....

- 8 -

VERIFICATION

I, Shri Poresk Kalita, the applicant in O.A. No. 17 of 1995, do hereby solemnly affirm and verify that the statements made in the accompanying rejoinder are true to my knowledge and I have not suppressed any material facts.

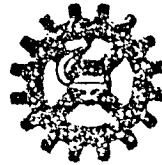
And I sign this verification on this the day of November 1995.

Sh Poresk Kalita

**MERIT AND NORMAL ASSESSMENT SCHEME
(MANAS)**

**FOR
SCIENTIFIC, TECHNICAL & SUPPORT STAFF**

Revised and Effective from 1-4-1992



**COUNCIL OF SCIENTIFIC AND
INDUSTRIAL RESEARCH,
NEW DELHI**

checked
B. J. A.
14/11/95

- 73 -
SM

Annexure 1.6.1(A)

COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH
P.O. Box 1100, New Delhi-110 061

No.16(150)/63-E.II(Pt.II) New Delhi-1, the 13th Jan., 1981

From: Chief (Administration)
Council of Scientific & Industrial Research

To

The Directors/Heads of all the National
Laboratories/Institutes/Research Associations.

Subject : Report of the Committee constituted to look into
the question of linking of the technical
assistance programmes with overall plans and
resources and absorption of staff employed in
externally funded projects/schemes.

Sir,

I am directed to invite your kind attention to this
office letter No.4/3/78-CTE dated 8.6.1979 regarding the
constitution of a Committee to look into the question of
linking of the technical assistance programmes with overall
plans and resources and absorption of staff employed in
externally funded projects/schemes and to state that the
Report of the Committee was placed for consideration of the
Governing Body at its meeting held on 30.9.1980.

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Director-General, SIR. The salient features of Governing
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selective basis i.e.(i) these should be in
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and charter of the Laboratory / Institute; (ii) be
in the areas / fields of the regular activities of
the Institute; (iii) form part of the total plans
of the Laboratory; (iv) be included in the Annual
/ Five Year Plan of the Institute; and (v) be of
a major benefit to the country.
2. The projects should not serve merely as data bases
for more advanced countries or provide a chance
for dumping obsolete plants / technology in India
and retard our growth. These should not also

Handwritten:
B. S. S.
14/1/81
H. S. S.

- 74 -

become a tool of diverting the Institute away from its approved priorities by lure of equipment etc. Where equipment is capital intensive, one should normally not look for the acquisition of such equipment through sponsored schemes, but C.S.I.R. should take up the responsibility for this. There could be special situations where there are clear advantages of using a scheme for this purpose.

3. Such Projects / Schemes should first be cleared by the Research Advisory Council of the concerned Laboratory / Institute from the viewpoint of scientific merit / national relevance. Thereafter, these would be discussed with CSIR Headquarters, the nodal point for such discussions being the Planning Division. After the projects / schemes are cleared by the CSIR, the same would be placed before the Executive Committee of the concerned Laboratory for approval.
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5. The prescribed procedure, as applicable for regular posts/staff, should be followed both for creating additional posts and recruiting additional staff, if any, required for UNDP, PL-480 and other Bilateral projects. It should be ensured that while making recruitment for schemes / projects posts, there should be no dilution of quality. The staff recruited for such projects will be treated as temporary CSIR staff.

In sponsored projects, however, the recruitment should be on behalf of the sponsor for a fixed period for the duration of Scheme only and it should be so made clear in the appointment letter of the candidate besides stipulating therein that the appointment is not a CSIR appointment, temporary or otherwise, and does not entitle the incumbent to any claim, implicit or explicit, on any CSIR post.

Handwritten:
 Approved
 14.4.83

- 75 -

ds

TOWARDS A NEW ADMINISTRATIVE CULTURE - MANAS

For time bound sponsored projects to start within 6 months of the agreement, the Labs. / Instts. would be authorised to make adhoc appointments to various posts through local Selection Committees, without, however, diluting the qualifications and other prescribed standards.

The regular staff applying for the posts in such sponsored project, if selected, could function in that position, which may be higher, but purely temporarily, and revert to their substantive (regular) post on completion of the project.

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8. The existing persons who have rendered three years continuous service in a scheme should be absorbed either against existing regular vacancies in identical posts or by creating additional posts (by following prescribed procedure) if the work load in the Laboratory / Institute so demands. The supernumerary posts could be created to absorb the staff employed in such projects / schemes, initially being a one time effort only. The Laboratories / Institutes should not recruit further staff until all such staff is absorbed.

9. The grant made for such projects should be treated as an adhoc grant to the Institute and the same should clearly figure in the overall "Income - Expenditure" and "Assets - Liabilities" statements of the Institute.

Amish
B. D.
14.11.85

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TOWARDS A NEW ADMINISTRATIVE CULTURE - MANAS

10. More opportunities should be given to younger Scientists to visit abroad for training etc. in the scheme sponsored by U.N.D.P. etc.

A copy of the report of the Committee is enclosed for your information, guidance and necessary action.

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Yours faithfully,

Sd/-

(C.L. Malhotra)
Under Secretary.

Copy to:

1. The Sr. Finance and Accounts Officers / Finance and Accounts Officers of all the National Laboratories / Institutes / CSIR Headquarters (including CSIR Complex).
2. The Directors / Heads of all the transferred Laboratories / Institutes / Research Associations for information.
3. All the Divisions / Sections at CSIR Headquarters / CSIR Complex.
4. P.S. to DGSIR.
5. Chief (Finance).
6. Chief (Planning).
7. Chief (Administration).
8. D.S.(E).
9. Dy. Chief (Finance).

Sd/-
Under Secretary.



Telephone Office

24104
24105
24106

ANNEPURE B 97

CSIR SCIENTIFIC WORKERS' ASSOCIATION

(Registered Under Trade Union Act 1926 Registration No. 1564 Dt. 13-4-71)

(ITRC BRANCH)

Date... 18-1-95

Ref. No.....

President

Secretary

Mr. B. C. Sankar
Member, ITRC
Sankar - 28/8/94

Forwarded to Promotions
for B. C. Sankar
for n/a please
20/1/95

Dear Colleagues,

I am sending herewith a copy each of the following documents :-

1. Record note of discussions held between DG and SWA representatives on 28.9.94.
2. Letter No. GS/DG-CSIR/94/61 dt. 19.10.94 about anomalies/defects in the Promotion Policy, MANAS from GS, SWA to Prof S.K. Joshi, DG.
3. Letter No. GS/JS(A)-CSIR/94/60 dt. 17.10.94 from Dr B.V. Reddi, GS, SWA to JS, CSIR.
4. Six CSIR circulars as detailed below :-

No. & Date

Subject

4.1 17(66)/94-FPS
29.9.94

Merit Promotion kept in abeyance
under revised MANAS effective 1.4.92

[Signature]
29.9.94

Cont....

INDUSTRIAL TOXICOLOGY RESEARCH CENTRE
Mahatma Gandhi Marg, Post Box No 80, Lucknow-226 001 U. P. (India)



CSIR SCIENTIFIC WORKERS' ASSOCIATION

(Registered Under Trade Union Act 1925 Registration No. 1564 Dt. 13-4-71)

(ITRC BRANCH)

Ref. No.....

Date.....

resident

— 2 —

secretary

- 4.2 17(130)/A/B7-E-II
Dt. 30.9.94 Benefit of subscription of Scientific Societies extended to Group III staff.
- 4.3 Dt. 6.10.94 Director requested to meet employee's representatives frequently & to give office space notice board and facilities to the extent possible.
- 4.4 17(66)/94-I/FS
Dt. 12.10.94 Reduction of threshold in Group III(2) to III(3) from 65 to 60.
- 4.5 -do- Computing period spent on deputation for determining the eligibility for assessment.
- 4.6 17(67)/94-PFS Grant of special casual leave to office bearers of CSIR-SWA/Federation
5. Summary of Proposals for Vth Pay Commission submitted by SWA.

The above documents are being sent to you by me on behalf of the General Secretary. I request you kindly acknowledge receipt of the same and bring the contents to the knowledge of your members. I also request you kindly to send your views on the revised MANAS to Dr B.V. Reddy, General Secretary of SWA at his address.

With kind regards,

Yours sincerely,

(S.N. AGARWAL)
CEC Member

The list of the participants is given at Annexure 1. 95

1. The DG, CSIR welcomed the members. In his opening remarks, DG, CSIR stated that like any other organisation in the country, CSIR is also passing through a transition phase as a result of the liberalised economic policy of the Government. He said that we have had weathered the storm as a result of the hard work of our scientists. Today the partners of the most of the Labs. are going up and the confidence of the user in us is increasing. DG, CSIR also informed that as per plans, our external cash flow which was Rs. 95 crores last year i.e. 25% of our total budget, has to reach 50% by the end this century and everyone of us has to put in our best to achieve this target.

DG, CSIR mentioned that the Hon'ble Prime Minister and President, CSIR has now a very positive impression about the achievements of CSIR. In his address to the recently held annual session of the Associated Chamber of Commerce and Industry of India (ASSUCHCI), the Hon'ble Prime Minister commended the research work done by the CSIR Labs. and urged the industry to invest in the R&D and adopt the research done by our Laboratories and convert it into commercial propositions. He also praised CSIR and gave the list of CSIR technologies to the Prime Minister of Singapore during his recent visit to that country and a team from Singapore is expected to visit India in the near future for discussing the viability of our technologies. Similarly the Parliamentary Committee on S&T also appreciated the good work being done by the CSIR and has also made a recommendations for one time modernisation grant of Rs.200 crores.

DG, CSIR assured the representatives that he understands the problems of the employees. He also stated that although all such problems have to be considered in the light of the Govt./CSIR rules, regulations and Bye-laws, but he is completely open to consider any problems of the employees.

With the above opening remarks the DG, CSIR appealed to the representatives not to consider themselves different from the CSIR community and appealed to them to help create a healthy environment conducive to good result and that we should not do anything which brings down the image of CSIR in public estimation.

Responding to the above opening remarks of the DG, CSIR, President, SWA also shared the view that with proper motivation and good personnel policies, CSIR scientists could face any kind of challenge. Thereafter, the following points of the agenda were discussed.

Amol
B. D. S.
Adm. 95

2. Recognition of SWA.

100
As per judicial pronouncement and the govt. guidelines issued in the past in this regard, scientific research & development organisation cannot be classified as "industry" either for the purpose of Industrial Dispute Act or the Trade Unions Act. However, although SWA & Federation of CSIR employees have not been formally recognised but periodical dialogues are being held with the representatives of these Associations at Central level at CSIR Hqrs. and in the Lab./Instit. at local levels. This would no doubt mean de facto recognition of these Associations by CSIR.

SWA representatives stated that their demands is for recognition for the purpose the inclusion of their representatives in the official Committees like Management Council, Research Council, etc. It was clarified to them that these bodies are constituted as per provisions of the Bye-Laws; and as such any addition/modification in the constitution of these Committees can be done only after effecting the changes in the Bye-Laws with the approval of the competent authority. They were accordingly advised to interact with the Committee already constituted under the Chairmanship of Dr. R.G. Mashelkar for modification in the Bye-Laws of CSIR.

After detailed discussions the DG, CSIR agreed to grant 15 days Special Casual leave per year to SWA office bearers for attending their CEC and NEM meetings and other related work.

DG, CSIR also agreed, in principle, to their request for grant of Special Casual leave and TA/DA for the Visits of the President and General Secretary of Central SWA to other Labs. whenever considered necessary for solving the problems. However, they will have to obtain the prior approval of the DG, CSIR for such visits.

On being informed that some of the Directors are not meeting the SWA representatives, DG, CSIR assured that he will again write to the Directors impressing upon them the need to meet the employees representatives to discuss their genuine problems and to provide the possible facilities like office, space, notice board etc. to the extent possible.

3. MANAS

With regard to the demand of SWA for withdrawal of the revised MANAS effective from 1.4.1992 stating that the suggestions made by them have not been incorporated in the same, DG, CSIR made it clear to the representatives that since the present form of the Scheme has been evolved mainly on the demand and with active participation of SWA

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made by the DG after detailed deliberation at its two meetings specially convened for the purpose and keeping in view also the fact that there has already been a backlog of assessments of the last two years from 1.4.1992 due to the time taken in the revision of the MANAS and it will neither be advisable nor possible to withhold its implementation. DG, CSIR further advised the representatives that we should not disturb the existing system unless it is changed following proper procedure.

In the light of the above background, DG, CSIR indicated that this being a general issue of personnel policy involving all the employees of CSIR, he will request the VP, CSIR to consider setting up an external Committee headed by an eminent person assisted by a consulting firm known for expertise in human resource development and personnel policy. The Committee may be requested to give its recommendations within six to nine months. Inputs could be provided to the Committee by all concerned. SWA representatives stated that they will study the suggestions and intimate their reaction. However, as short-term solutions they wanted the withdrawal of the provision of AFAR being the only criteria for eligibility for merit promotions and rationalisations of the AFARs by a Committee to avoid wide variations in the gradings.

After detailed discussions, DG, CSIR was of the view that since these form the components of the MANAS approved by the President, CSIR, it is not within his powers to withdraw or modify any of these provisions but he will discuss the same with the VP, CSIR and based on his response, a proposal will be put up for consideration of the President, CSIR, on the following items:

(i) Normalisation of the AFAR grading at the local level in the Labs./Instts. by a Committee of senior Scientists under the Chairmanship of the Director. SWA wanted that their representatives may also be included in this normalisation Committee, but the suggestion was not agreed to by the DG, CSIR.

(ii) holding in obedience the merit promotions under the revised MANAS effective from 1.4.1992: //

(iii) constitute a Committee for reviewing the Personnel Policy for all CSIR employees under the Chairmanship of an eminent person assisted by a Consulting firm known for expertise in human resource development and personnel policies;

(iv) reduction in the threshold from 65 to 60% for assessment promotion from Group-III(2) to Group-III(3) so as to maintain the uniformity of threshold in first two grades of Group-III and Group-IV.

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official deputations being treated as duty for purposes;

As regards the demand of SWA for extending the benefit of reimbursement of the subscription for becoming members of the professional societies also to the staff in Group-III/V and optees of bye-laws 71(b) in addition to Group-IV scientists, DG, CSIR informed the representatives that he has already issued the instructions to the Directors to reimburse the amount on the existing terms & conditions depending upon the availability of the funds in their Lab. reserve.

With regard to the SWA demand that in view of the ban on direct recruitment, the employees acquiring the higher qualification should be allowed the benefit of change over to the next higher group and to come over to the revised assessment scheme as and when they acquire the higher qualifications, without the restriction of any cut-off date, it was clarified that as per guidelines approved by the Governing Body the change over of the Group is permissible under two conditions i.e. (1) the employees who are in position as on 1.2.1981 and acquired the qualifications of the next higher group before 31.12.1981 could be promoted under the faster track under NRAS; and (2) the employees who though were in position as on 1.2.1981 but acquired the higher qualifications after 31.12.1981, they could be considered along with the outside candidates and can be promoted against their own lower post on acquiring the comparable merit, without affecting the vacancies advertised for direct recruitment.

Similarly, the optees of old Bye-law are given the option every time as and when the scheme is revised. They were given such option under NRAS, MANAS and revised MANAS implemented w.e.f. 1.2.1981, 1.4.1988 and 1.4.1992 respectively. The concerned employees have exercised their options for the Schemes considered most advantageous by them for themselves.

In view of the above position, it may not be possible to agree to the demand of SWA for removal of the restriction of the cut-off date for change over to the next higher group on acquiring higher qualifications and option to the employees covered by the old Bye-law 71(b).

It was mentioned by the SWA that some of the Labs./Instts. have formulated some internal guidelines for evaluation of APARs, which is not in conformity with the CSIR guidelines. It was clarified by them that in the matter of APARs all the Labs./Instts. have to strictly abide by the CSIR guidelines.

On being informed by SWA that in some of the Labs./Instts. immediate supervisory officers are not being allowed to act as the Reporting/Reviewing Officer, DG,

80-107

CSIR advised that as per guidelines under normal circumstances, Reports should be written by the immediate supervisory officers. It was also clarified that as per instructions, no retired officer can write the reports after one month from the date of his retirement.

4. Administrative set-up.

With regard to demand of SWA for appointment of Directors only from within the CSIR system and for a non-renewal term of six years only, as a matter of rule, DG, CSIR informed the representatives that as per procedure approved by the President, CSIR, the appointment of the Directors is made on the recommendations of a high-level Search Committee and approval of the President, CSIR. Any candidate either from within or outside the CSIR system found most suitable by the Search Committee is appointed to the post, and the tenure of a Director can be extended in exceptional cases on the basis of review of his performance during the initial tenure by an expert Committee.

As regards the other suggestion of SWA for transfer of Central Cadre Officers after every three years, as per guidelines, it was clarified that they are being transferred as and when considered necessary in public interest for efficiency of administration. While considering such issues it has also to be kept in mind that frequent transfers apart from causing lot of unnecessary hardship to the concerned officer, also entail huge expenditure by way of transfer TA, etc. and dislocation of the work of the concerned Labs./Instts. SWA representatives, however, remained persistent in their demand stating that allowing the central cadre officers to remain at one place for longer period is leading to irregularities including corruption. DG, CSIR assured them that if any specific cases of irregularities and corruption are brought to his notice with proof, he will take strong action against the concerned officers.

5. Residential Accommodation

The allocation of funds is being made to the Labs./Instts. on merit basis depending upon the availability of funds allocated by the Planning Commission for this purpose.

As regards, the suggestion made by SWA for bringing uniformity in the criteria for allotment of single, double and three room scientists apartments and conversion of new hostel into Scientist Apartment, DG, CSIR advised Dr. M.F. Dhir, Director (EC) to examine the matter in consultation with the Directors of the local Labs. in which Dr. B.V. Reddi, General Secretary, SWA may also be associated.

6. Contractual Service.

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With regard to the point raised by SWA regarding the benefits of confirmation to the contractual employees, it was clarified to them that necessary instructions on the subject were circulated to the Labs./Instits. in May, 1971. DG, CSIR advised the representatives to bring to his notice in case their instructions are not being followed by any of the Labs./Instits.

List of Participants

C.S.I.R.

1. DGSIR
2. JS Admn.)
3. Financial Adviser
4. Legal Adviser
5. Dr. M.P. Dhir
6. Dr. D.V. Singh
7. Dr. Krishan Lal
8. D.S.(LA)

S.W.A.

1. Dr. A. Parida,
President, RRL, Bhub.
2. Dr. D.M. Dharmadhikari,
Vice-President, NEERI, Nagpur
3. Dr. A.K. Vaish,
Vice-President, NML, Jamshedpur
4. Dr. B.V. Reddi,
Gen. Secretary, NPL
5. Mr. R.S. Tanwar,
Treasurer, NPL
6. Mr. M.S. Kalra,
Joint Secretary, CBRI, Roorkee,
7. Mr. Jai Bhagawan,
Joint Secretary, CRRI.
8. Dr. R.K. Rawlley,
RRL, Bhopal
9. Mr. R. Naresh,
CFTRI, Mysore.
10. Dr. S.N. Sharma,
IIP, Dehradun.
11. Dr. SMH Abidi,
NBRI, Lucknow.
12. Mr. A.K. Singh,
IIP, Dehradun.
13. Mr. B.M. Candotra,
RRL, Jammu.

ANNEXURE - C

20353, 20315, 20317

Gram: RESEARCH, JORHAT

REGIONAL RESEARCH LABORATORY : JORHAT : ASSAM.
(Council of Scientific & Industrial Research)

No. RLJ-9(2)-Estt/95

Date 13.07.1995.

From : The Director,
Regional Research Laboratory,
Jorhat-785 006. (Assam)

To
Shri Dipankar Karanakar
C/O Shri T.L. Karanakar
DOSON CHEMICALS, MC Road
Machkhawa
GUWAHATI - 781 009.

SUB.: Offer for engagement in a Sponsored Project/Scheme.

Sir,

With reference to your requested dated 23.05.95 you are hereby intimated that the Director, Regional Research Laboratory, Jorhat on behalf of the sponsor of the Project/Scheme, namely

Stereospecific synthesis has been pleased to offer you on contract basis to work as Junior Project Fellow on a consolidated amount of Rs 2500/- P.M. (fixed) Rupees Two thousand five hundred only on the following terms and conditions :-

- 1). Your engagement is for the Project, namely Stereospecific synthesis funded by DST
- 2). It is not an offer of appointment in CSIR temporary or otherwise. It is a contractual engagement for the Project/Scheme funded by the above sponsor. It would therefore, not confer any right/claim implicit or explicit for your consideration against any CSIR post.
- 3). Your engagement on contract is for a specific period of 6 (Six) months only. which may be extended or curtailed depending upon the status of the sponsored Project/Scheme. In any event, your engagement shall be co-terminus with the duration with the above mentioned sponsored Project/Scheme only.
- 4). The contract of engagement may be terminated by giving one month's notice in writing by either side.
- 5). No travelling allowance will be paid to you for reporting for duty.

Contd.(2).....

Handwritten signature
14.11.95

6). Your engagement on contract will be subject to the production of the following documents at your expenses at the time of your reporting for duty.


a). MEDICAL CERTIFICATE of health and physical fitness for service issued by the competent medical authority in the prescribed format; if not already so medically examined the latter case, a certified copy of the relevant medical certificate should be furnished.

b). Documentary evidence in support of your DATE OF BIRTH & QUALIFICATIONS.

7). Any service matter not specifically stated herein shall be determined by the Director, RRL, Jorhat whose decision shall be final and binding on both the parties to the contract.

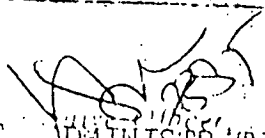
If you are willing to accept the engagement on these terms and conditions, you may please communicate your acceptance within a WEEK from the date of receipt of this letter while intimating probable date of your reporting for duty.

Yours faithfully,


CONTROLLER OF ADMINISTRATION.

(Assam)

- o :-
1. Accounts Section.
 2. Bills Section.
 3. Personal file.
 4. Head of Division / P.I. Dr. J.S. Sanahu, Scientist


CONTROLLER OF ADMINISTRATION.

(Assam)

I. 95

REGISTERED

ANNEXURE - D

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Ph: 20353, 20315, 20317

Gram: RESEARCH, JORHAT

REGIONAL RESEARCH LABORATORY : JORHAT : ASSM.
(Council of Scientific & Industrial Research)

No. RLS-4 (17-Estt/95)

Date 13-07-1995.

From : The Director,
Regional Research Laboratory,
Jorhat-785 006. (Assam)

To

Shri Shyamal Chandra Mandal
C/O Shri S.K. Mandal
Accountant, Office of the Supdt. Telegraphs, Traffic,
Bongaigaon Division
Bongaigaon.SUB.: Offer for engagement in a Sponsored Project/Scheme.

Sir,

With reference to your requested dated 24-4-1995 you are hereby intimated that the Director, Regional Research Laboratory, Jorhat on behalf of the sponsor of the Project/Scheme, namely

16-DPA pilot plant has been pleased to offer you on contract basis to work as Junior Project Fellow on a consolidated amount of Rs 2,500/- PM P.M. (fixed) Rupees Two thousand five hundred only. on the following terms and conditions :-

1). Your engagement is for the Project, namely 16- DPA Pilot plant funded by M/s. Maya India Ltd.

2). It is not an offer of appointment in CSIR temporary or otherwise. It is a contractual engagement for the Project/Scheme funded by the above sponsor. It would therefore, not confer any right/claim implicit or explicit for your consideration against any CSIR post.

3). Your engagement on contract is for a specific period of 6 (six) months only. which may be extended or curtailed depending upon the status of the sponsored Project/Scheme. In any event, your engagement shall be co-terminus with the duration with the above mentioned sponsored Project/Scheme only.

4). The contract of engagement may be terminated by giving one month's notice in writing by either side.

5). No travelling allowance will be paid to you for reporting for duty.

Contd.(2).....

6). Your engagement on contract will be subject to the production of the following documents at your expenses at the time of your reporting for duty.

a). MEDICAL CERTIFICATE of health and physical fitness for service issued by the competent medical authority in the prescribed format, if not already so medically examined the later case, a certified copy of the relevant medical certificate should be furnished.

b). Documentary evidence in support of your DATE OF BIRTH & QUALIFICATIONS.

7). Any service matter not specifically stated herein shall be determined by the Director, RRL, Jorhat whose decision shall be final and binding on both the parties to the contract.

If you are willing to accept the engagement on these terms and conditions, you may please communicate your acceptance within a WEEK from the date of receipt of this letter while intimating probable date of your reporting for duty.

Yours faithfully,

CONTROLLER OF ADMINISTRATION.

cc :-

1. Accounts Section
2. Bills Section.
3. Personal file.
4. Head of Division / P.I. Dr. R.K. Mathur, Dy. Director,
RRL, Jorhat-6.

CONTROLLER OF ADMINISTRATION.

I. 95

n. 20353, 20315, 20317

Gram: RESEARCH, JORHAT

REGIONAL RESEARCH LABORATORY : JORHAT : ASSAM.
(Council of Scientific & Industrial Research)

No. RLJ-9(2)-Estt/95

Date 30-05-1995

From : The Director,
Regional Research Laboratory,
Jorhat-785 006. (Assam)

To

Shri Bharat Buragohain

Geo-Science Division

Regional Research Laboratory

Jorhat - 6.

SUB.: Offer for engagement in a Sponsored Project/Scheme.

Sir,

With reference to your requested dated 3-4-95 you are hereby intimated that the Director, Regional Research Laboratory, Jorhat on behalf of the sponsor of the Project/Scheme, namely

_____ has been pleased to offer you on contract basis to work as Project Assistant on a consolidated amount of Rs 1,800=00 only P.M.(fixed) Rupees One thousand eight hundred only on the following terms and conditions :-

1). Your engagement is for the Project, namely _____ funded by _____

2). It is not an offer of appointment in CSIR temporary or otherwise. It is a contractual engagement for the Project/Scheme funded by the above sponsor. It would therefore, not confer any right/claim implicit or explicit for your consideration against any CSIR post.

3). Your engagement on contract is for a specific period of 6 (Six) months w.e.f. 24-4-95 which may be extended or curtailed depending upon the status of the sponsored Project/Scheme. In any event, your engagement shall be co-terminus with the duration with the above mentioned sponsored Project/Scheme only.

4). The contract of engagement may be terminated by giving one month's notice in writing by either side.

5). No travelling allowance will be paid to you for reporting for duty.

Contd.(2).....

6). Your engagement on contract will be subject to the production of the following documents at your expenses at the time of your reporting for duty.

a). MEDICAL CERTIFICATE of health and physical fitness for service issued by the competent medical authority in the prescribed format, if not already so medically examined the later case, a certified copy of the relevant medical certificate should be furnished.

b). Documentary evidence in support of your DATE OF BIRTH & QUALIFICATIONS.

7). Any service matter not specifically stated herein shall be determined by the Director, RRL, Jorhat whose decision shall be final and binding on both the parties to the contract.

If you are willing to accept the engagement on these terms and conditions, you may please communicate your acceptance within a WEEK from the date of receipt of this letter while intimating probable date of your reporting for duty.

Yours faithfully,


CONTROLLER OF ADMINISTRATION.

c :-

1. Accounts Section. Expenditure is debitable to
2. Bills Section. P-2 Lab-budget.
3. Personal file.
4. Head of Division / P.I. Dr. MV Sitaram, Head, Geo-Science Div.

CONTROLLER OF ADMINISTRATION.

I.95

Ph. 20353, 20315, 20317

Gram: RESEARCH, JORHAT 84-

REGIONAL RESEARCH LABORATORY : JORHAT : ASSAM.
(Council of Scientific & Industrial Research)

No. RLJ-9(2)-Estt/95

Date 13.07.1995.From : The Director,
Regional Research Laboratory,
Jorhat-785 006. (Assam)

To

Shri Dipankar Karnakar
C/O Shri T.L. Karnakar
DOSON CHEMICALS, MC Road
Machkhawa
GUWAHATI - 781 009.SUB.: Offer for engagement in a Sponsored Project/Scheme.

Sir,

With reference to your requested dated 23.05.95 you are hereby intimated that the Director, Regional Research Laboratory, Jorhat on behalf of the sponsor of the Project/Scheme, namely

Stereospecific synthesis. has been pleased to offer you on contract basis to work as Junior Project Fellow on a consolidated amount of Rs 2500/- P.M. (fixed) Rupees Two thousand five hundred only on the following terms and conditions :-

- 1). Your engagement is for the Project, namely Stereospecific synthesis funded by DST
- 2). It is not an offer of appointment in CSIR temporary or otherwise. It is a contractual engagement for the Project/Scheme funded by the above sponsor. It would therefore, not confer any right/claim implicit or explicit for your consideration against any CSIR post.
- 3). Your engagement on contract is for a specific period of 6 (Six) months only. which may be extended or curtailed depending upon the status of the sponsored Project/Scheme. In any event, your engagement shall be co-terminus with the duration with the above mentioned sponsored Project/Scheme only.
- 4). The contract of engagement may be terminated by giving one month's notice in writing by either side.
- 5). No travelling allowance will be paid to you for reporting for duty.

Contd.(2).....

6). Your engagement on contract will be subject to the production of the following documents at your expenses at the time of your reporting for duty.


a). MEDICAL CERTIFICATE of health and physical fitness for service issued by the competent medical authority in the prescribed format, if not already so medically examined the later case, a certified copy of the relevant medical certificate should be furnished.

b). Documentary evidence in support of your DATE OF BIRTH & QUALIFICATIONS.

7). Any service matter not specifically stated herein shall be determined by the Director, RRL, Jorhat whose decision shall be final and binding on both the parties to the contract.

If you are willing to accept the engagement on these terms and conditions, you may please communicate your acceptance within a WEEK from the date of receipt of this letter while intimating probable date of your reporting for duty.

Yours faithfully,


CONTROLLER OF ADMINISTRATION.
Jorhat (Assam)


C :-

1. Accounts Section.

2. Bills Section.

3. Personal file.

4. Head of Division / P.I. Dr. J.S. Sandhu, Scientist


CONTROLLER OF ADMINISTRATION.
Jorhat (Assam)

I. 95

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REGIONAL RESEA RCH LABORATORY: JORHAT: ASSAM
(Council of Scientific & Industrial Research)

No. RLJ-13815)-Estt/95

Dated 14.8.95

OFFICE MEMORANDUM

In pursuance of offer of appointment in sponsored Project Scheme vide letter No. RLJ-9(2)-Estt/95 dated 13.7.95 Shri Dipankar Karmakar reported for duty on 2.8.95 (FN) as Junior Project Fellow on a consolidated amount of Rs. 2500/- (Rupees two thousand five hundred only) per month for a period of 6(six) months.

SECTION OFFICER

To
Shri Dipankar Karmakar,
J.P.F. RRL, Jorhat

- Copy to:-
1. Accounts Section.
 2. Bills Section.
 3. Library
 4. Medical centre
 5. Recruitment cell
 6. P.S. to Director.
 7. Office copy.

[Signature]
SECTION OFFICER

[Handwritten signature]

Ph: 20353, 20315, 20317

Gram: RESEARCH, JORHAT

REGIONAL RESEARCH LABORATORY : JORHAT : ASSAM.
(Council of Scientific & Industrial Research)

No. RLJ-9(2)-Estt/95

Date 13-07-1995From : The Director,
Regional Research Laboratory,
Jorhat-785 006. (Assam)

To

Shri Shyamal Chandra Mandal
C/O Shri S.K. Mandal
Accountant, Office of the Supdt. Telegraphs, Traffic,
Bongaigaon Division
Bongaigaon.SUB.: Offer for engagement in a Sponsored Project/Scheme.

Sir,

With reference to your requested dated 24-4-1995 you are hereby intimated that the Director, Regional Research Laboratory, Jorhat on behalf of the sponsor of the Project/Scheme, namely

16-DPA pilot plant has been pleased to offer you on contract basis to work as Junior Project Fellow on a consolidated amount of Rs 2,500/- PM P.M. (fixed) Rupees Two thousand five hundred only. on the following terms and conditions :-

1). Your engagement is for the Project, namely 16- DPA Pilot plant funded by M/s. Mayo India Ltd.

2). It is not an offer of appointment in CSIR temporary or otherwise. It is a contractual engagement for the Project/Scheme funded by the above sponsor. It would therefore, not confer any right/claim implicit or explicit for your consideration against any CSIR post.

3). Your engagement on contract is for a specific period of 6 (six) months only. which may be extended or curtailed depending upon the status of the sponsored Project/Scheme. In any event, your engagement shall be co-terminus with the duration with the above mentioned sponsored Project/Scheme. only.

4). The contract of engagement may be terminated by giving one month's notice in writing by either side.

5). No travelling allowance will be paid to you for reporting for duty.

Contd.(2).....

6). Your engagement on contract will be subject to the production of the following documents at your expenses at the time of your reporting for duty.

a). MEDICAL CERTIFICATE of health and physical fitness for service issued by the competent medical authority in the prescribed format, if not already so medically examined the later case, a certified copy of the relevant medical certificate should be furnished.

b). Documentary evidence in support of your DATE OF BIRTH & QUALIFICATIONS.

7). Any service matter not specifically stated herein shall be determined by the Director, RRL, Jorhat whose decision shall be final and binding on both the parties to the contract.

If you are willing to accept the engagement on these terms and conditions, you may please communicate your acceptance within a WEEK from the date of receipt of this letter while intimating probable date of your reporting for duty.

Yours faithfully,

CONTROLLER OF ADMINISTRATION.

cc :-

1. ✓ Accounts Section
2. ✓ Bills Section.
3. ✓ Personal file.

4. ✓ Head of Division / P.I. Dr. R.K. Mathur, Dy. Director,
RRL, Jorhat-6.

CONTROLLER OF ADMINISTRATION.

I.95

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ANNEXURE G-1
116

REGIONAL RESEA RCH LABORATORY: JORHAT: ASSAM
(Council of Scientific & Industrial Research)

No. RLJ-13(816)-Estt/95

Dated 15.8.95

OFFICE MEMORANDUM

In pursuance of offer of appointment in sponsored Project Scheme vide letter No. RLJ-9(2)-Estt/95 dated 13.7.95 Shri Shyamal Ch. Mandal reported for duty on 1.8.95 (FN) as Junior Project Fellow on a consolidated amount of Rs. 2500/- (Rupees two thousand five hundred only) per month for a period of 6(six) months.

SECTION OFFICER

To
Shri Shyamal Ch. Mandal,
J.P.F.
_____ RRL, Jorhat

- Copy to:-
1. Accounts Section.
 2. Bills Section.
 3. Library
 4. Medical Centre
 5. Recruitment cell
 6. P.S. to Director.
 7. Office copy.

[Signature]
SECTION OFFICER

[Handwritten signature]
Shyamal

Ph. 20353, 20315, 20317

Gram: RESEARCH, JORHAT

REGIONAL RESEARCH LABORATORY : JORHAT : ASSAM.
(Council of Scientific & Industrial Research)

No. RLJ-9(2)-Estt/95

Date 13-07-95.

From : The Director,
Regional Research Laboratory,
Jorhat-785 006. (Assam)

To

Shri Sanasam Ulem MangangPishuntheng-KhengIsphal 795 001.Manipur.SUB.: Offer for engagement in a Sponsored Project/Scheme.

Sir,

With reference to your requested dated 24-04-95, you are
 hereby intimated that the Director, Regional Research Laboratory,
 Jorhat on behalf of the sponsor of the Project/Scheme, namely

16-DPA

has been pleased to offer you on
 contract basis to work as Jr. Project Fellow on a
 consolidated amount of Rs 2500/- P.M. (fixed) Rupees Two
thousand five hundred only on the following terms and condi-
 tions :-

1). Your engagement is for the Project, namely 16-DPA
 funded by M/s Nave India Ltd.

2). It is not an offer of appointment in CSIR temporary or
 otherwise. It is a contractual engagement for the Project/Scheme
 funded by the above sponsor. It would therefore, not confer any
 right/claim implicit or explicit for your consideration against
 any CSIR post.

3). Your engagement on contract is for a specific period of
(six) months only which may be extended or
 curtailed depending upon the status of the sponsored Project/
 Scheme. In any event, your engagement shall be co-terminus with
 the duration with the above mentioned sponsored Project/Scheme.
 only.

4). The contract of engagement may be terminated by giving
 one month's notice in writing by either side.

5). No travelling allowance will be paid to you for reporting
 for duty.

Contd.(2).....

*Attended
 J. A. G. G. G.*

6). Your engagement in contract will be subject to the production of the following documents at your expenses at the time of your reporting for duty.

a). MEDICAL CERTIFICATE of health and physical fitness for service issued by the competent medical authority in the prescribed format, if not already so medically examined the later case, a certified copy of the relevant medical certificate should be furnished.

b). Documentary evidence in support of your DATE OF BIRTH & QUALIFICATIONS.

7). Any service matter not specifically stated herein shall be determined by the Director, RRL, Jorhat whose decision shall be final and binding on both the parties to the contract.

If you are willing to accept the engagement on these terms and conditions, you may please communicate your acceptance within a WEEK from the date of receipt of this letter while intimating probable date of your reporting for duty.

Yours faithfully,

CONTROLLER OF ADMINISTRATION.

cc :-

✓ 1. Accounts Section.

✓ 2. Bills Section.

✓ 3. Personal file.

✓ 4. Head of Division / Dr. V. C. Barua, Scientist
Org. Chem. Divn/

Dr. R.K. Mathur, Dy. Director, RRL, Jorhat.

CONTROLLER OF ADMINISTRATION.

REGIONAL RESEARCH LABORATORY: JORHAT: ASSAM
(Council of Scientific & Industrial Research)

No. RLJ-13(818 -Estt/95

Dated 16.8.95

OFFICE MEMORANDUM

In pursuance of offer of appointment in sponsored Project Scheme vide letter No. RLJ-9(2)-Estt/95 dated 13.7.95 Shri Sonagam Ulem Mangang reported for duty on 9.8.95 (FN) as Junior Project Fellow on a consolidated amount of Rs.2500/- (Rupees two thousand five hundred only) per month for a period of 6(six) months.

SECTION OFFICER

Shri Sonagam Ulem Mangang,

J.P.F.

RRL, Jorhat

- Copy to:-
1. Accounts Section.
 2. Bills Section.
 3. Library
 4. Medical centre
 5. Recruitment cell
 6. P.S. to Director.
 7. Office copy.

16/8/95
SECTION OFFICER

*Attended
1/8
A. J. V. V.*