

**CENTRAL ADMINISTRATIVE TRIBUNAL
PRINCIPAL BENCH: NEW DELHI**

O.A No.939/2016

**Reserved On:25.04.2017
Pronounced On:27.04.2017**

Hon'ble Mr. V. Ajay Kumar, Member (J)
Hon'ble Mr. P.K. Basu, Member (A)

1. Shri Aseem Kumar (31 years)
S/o. Shri Satya Dev
R/o. B 10/5, Mansarovar Park,
Shahdara, Delhi – 110 032.
2. Shri Anil Kumar Sharma (35 years)
S/o. Shri Murari Lal Sharma
R/o.199, Third Floor,
RPS Colony, Khanpur Depot
New Delhi – 110 062.
3. Shri Sachin Kumar (31 years)
S/o. Shri Sodan Singh
R/o. H. No. 35, Gautam Marg,
Near Berliya Factory
Johripur, Delhi – 110 094.
4. Ms. Shakshi Bajaj (31 years)
D/o. Shri Manmohan Bajaj
R/o. 1109, FF
Dr. Mukherjee Nagar,
New Delhi – 110 009.
5. Sh. Satish Manchanda (31 years)
S/o. Shri Subhash Chander
R/o. 4/2350 Street No. 7
Bihari Colony, Shahdara
Delhi – 110 032.
6. Ms. Himangini Bansal (32 years)
D/o. Shri Radhey Shayam Bansal
R/o. 120, Vasudha Apartment
Sector-9, Rohini, Delhi – 110 085.

...Applicants

(By Advocate: Shri Yogesh K. Chandna)

Versus

1. N.C.T. of Delhi,
Through the Chief Secretary,
Govt. of NCT of Delhi
Old Secretariat, Delhi -110 054.
2. Director
Department of Training
And Technical Education,
(Head Quarter)
Muni Maya Ram Marg,
Pitampura, Delhi-110 088.
3. Director
Delhi Institute of Pharmaceutical
Sciences and Research (DIPSAR)
Sector-3, Pushp Vihar
M. B. Road, New Delhi – 110 017.

....Respondents

(By Advocate: Shri Amit Anand)

ORDER

By Hon'ble Mr. P.K. Basu, Member (A)

The present application has been filed by six Lecturers of Delhi Institute of Pharmaceutical Sciences and Research (DIPSAR) which is under the control of Department of Training and Technical Education of Govt. of NCT of Delhi.

2. At the outset, the learned counsel for the applicant stated that he would be pleading only the case of applicant No.1, namely, Shri Aseem Kumar, as his services have been terminated with effect from 15.01.2016 and in case of other applicants, there has been no termination order and the OA had been filed on an apprehension that their services might also be terminated.

3. The applicant No.1 was on contract appointment in DIPSAR initially vide Memorandum dated 03.06.2009. This appointment was for a period of one year or till the post is filled on regular basis through UPSC, whichever is earlier. It was also stated in this Memorandum that, appointment can be terminated by giving one month's notice or giving one month's salary without assigning any reason. It was further clarified that this appointment will not confer on him any right or claim for regular appointment to the post. His appointment was thereafter extended from time to time. The last time it was extended from 01.03.2015 to 31.12.2015. The applicant No.1 is aggrieved by the Office Order dated 15.01.2016 (Annexure A-1) issued by DIPSAR, by which it has been intimated to him that as the period of contract has expired on 31.12.2015, the applicant No.1's services as Lecturer (Contractual) are not required in this institute beyond 31.12.2015.

4. Aggrieved by the above order, the applicants have filed this OA seeking the following relief:-

“1. Issue appropriate Order (s) or Direction (s) directing the respondent 2 to set aside the order passed by respondent no. 3 thereby terminating the services of applicant no. 1 and putting other applicants under similar apprehension that respondent no. 3 can remove them from services though having no such authority.

2. Issue appropriate Order (s) or Direction (s) directing the respondent 2 to consider the applicants who worked with Department of Training and Technical Education for more than one contractual period and let them continue on their post till the posts are filled on regular basis.

3. Issue appropriate Order (s) or Direction (s) thereby declaring that contract employees cannot be replaced by contract employees and that the posts occupied by the applicants shall not be given to any other contractual employee and can only be replaced by the regular appointments made by UPSC.
 4. Issue appropriate Order (s) or Direction (s) thereby directing respondent 2 to maintain status quo and not to terminate the services of the applicants by replacing them with other contract employees.
 5. Issue appropriate Order (s) or Direction (s) thereby directing respondent 2 to consider the applicants for regular employment after giving them age relaxation as and when regular appointment is initiated by UPSC.
 6. Issue appropriate Order (s) or Direction (s) thereby directing respondent 2 to renew/extend the tenure of the applicants automatically as done in the previous academic sessions.
 7. Issue appropriate Order (s) or Direction (s) thereby directing respondent 2 and 3 to grant all consequential benefits to the applicants which they were entitled in law and pass any such Order or further Orders as this Hon'ble Tribunal may deem just and fair in the facts and circumstances of the present case in favour of the applicants and in the interest of Justice.
 8. Issue direction to respondents to pay the salary of the period of disturbance regarding applicant no. 1 and his services be counted as continuous for the period of disturbance also.
 9. Issue directions to respondents to pay the salary for period of leaves also as given to regular employees as the contractual employees during the period of leaves".
5. The grounds on which the above relief is being sought are as follows:-

- (i) That the impugned order shows mal-intention on the part of the respondents to replace existing employees working on contract basis with a new set of employees, which is not permissible under law;
- (ii) No new appointee on regular basis has been selected for the post and the post is lying vacant; and
- (iii) The applicant No.1 has been continuing on contract basis for the last 4 years without any break and, therefore, his appointment cannot be termed as contract appointment.

6. The respondents in their reply have stated that during surprise checking by Vice Chancellor, it was noticed that applicant No.1, Shri Aseem Kumar, did not take classes timely and regularly and also found missing during class timings which indicated he was not serious in teaching the students thereby playing with the future of students. Further, applicant No.1 got registered/enrolled for Ph.D, but failed to do any research work. Keeping in view his poor performance, his registration/enrolment was cancelled by the University of Delhi which puts a question mark of his capability and potential for teaching. In view of these facts, contractual appointment of applicant No.1 was discontinued after 31.12.2015 vide order dated 15.01.2016 as his work and conduct was not found satisfactory.

7. It is further stated that applicants No.2 to 5 are still continuing to teach in the organisation.

8. Heard the learned counsels and perused the pleadings.

9. It is an admitted fact that the appointment of the applicants were on contract basis initially for a period of one year with a possibility of extension by the Government. From the information provided by the respondents, it would be clear that the applicant No.1 had been found deficient in his performance and in view of that, his contract was not extended beyond 31.12.2015 and to that extent order dated 15.01.2016 is a simplicitor order. It is not a stigmatic order. As explained by the respondents, the other 4 applicants are still continuing. We cannot find any fault with the action of the respondents. If a Lecturer on contract neglects his teaching assignment, no institute will allow him to continue. When the Vice Chancellor inspected the school, he found that applicant No.1 did not take classes timely and regularly and was also found missing during class timings, thereby playing with the future of students. Further, he got himself enrolled for Ph.D but failed to do research work, as a result of which, his registration/enrolment was struck down by the University of Delhi.

10. In view of above, the OA does not succeed and is dismissed. No costs.

(P.K. BASU)
MEMBER (A)

(V. AJAY KUMAR)
MEMBER (J)

Rakesh