

**Central Administrative Tribunal
Principal Bench**

OA No.2480/2017

New Delhi, this the 27th of July, 2017

**Hon'ble Mr. Justice Permod Kohli, Chairman
Hon'ble Mr. K.N. Shrivastava, Member (A)**

Shri Sumit Kumar, S/o Shri Rishi Pal Singh
R/o 288, 12 Sain Vihar, Ghaziabad
UP, Pin-201009. ..Applicant

(By Advocate: Shri S.S. Parihar)

Versus

The Station Commander
ECHS Cell, Station Headquarters
Through the Secretary
UOI, M/o Defence, IHQ
South Block, New Delhi-11. ..Respondent

ORDER (ORAL)

Justice Permod Kohli :-

The applicant was engaged as a Receptionist-cum-Data Entry Operator on contract basis for a period of 12 months in ECHS Polyclinic, Noida. He joined on 01.09.2006. After appointment, the contractual employee was required to execute a formal contract agreement with the respondent organisation. The applicant entered into an agreement, copy whereof has been placed on record as Annexure A-2. The terms and conditions of the contract clearly stipulate that the appointment is contractual in

nature and was for a period of 12 months initially and thereafter renewable for 12 months at a time and subject to attaining the maximum age prescribed/indicated therein. The contractual engagement of the applicant has been extended from time to time and the final extension is up to 31.03.2017 vide order dated 31.03.2016.

2. The present Original Application has been filed by the applicant for a direction to re-engage him w.e.f. 01.04.2017 with full back wages till he attains the age of superannuation.

3. We have heard the learned counsel for the applicant. The very appointment of the applicant is contractual in nature which does not confer any right upon him to seek extension of contract. The stipulation that it may continue till the age of superannuation also does not come to the rescue of the applicant, the nature of appointment being governed by the terms and conditions of contract which *inter alia* specifically defines status of the applicant. It is settled law that a terminable contract is not even enforceable in civil law. Even if there is a breach of the contract, the remedy to the applicant is to seek damages but the enforcement of such a contract is not permissible in law. In any case, the respondents in their wisdom have

chosen not to extend the contract of the applicant beyond 31.03.2017. No specific reason has been indicated. It is also not the case of the applicant that he is being replaced by another contractual employee warranting interference by this Tribunal. No right is vested in the applicant to compel the respondents for extension of the contract under the letter of appointment, the contract agreement or under any law. There is no corresponding obligation on the respondents also to extend the contractual engagement of the applicant. Under the given circumstances, we find no valid ground to interfere. OA is dismissed accordingly.

(K.N. Shrivastava)
Member(A)

(Justice Permod Kohli)
Chairman

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