

**CENTRAL ADMINISTRATIVE TRIBUNAL
PRINCIPAL BENCH**

**O.A. No.1911/2016
M.A. No. 2567/2017**

New Delhi this the 25th day of October, 2017

**HON'BLE MR. JUSTICE PERMOD KOHLI, CHAIRMAN
HON'BLE MR. K.N. SHRIVASTAVA, MEMBER (A)**

Harish Chandra Khanna,
Aged 64 years,
S/o Shri Madan Lal Khanna,
G/ 65-66, School Road,
Uttam Nagar,
New Delhi-110059.

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Applicant

(Applicant in person)

Versus

Union of India,

Through

1. Secretary,
Ministry of AYUSH,
AYUSH Bhawan,
'B' Block, GPO Complex,
INA Market,
New Delhi-110 023.

2. Shri Raj Kumar,
Director,
Ministry of AYUSH,
AYUSH Bhawan,
'B' Block, GPO Complex,
INA Market,
New Delhi-110 023.

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Respondents

(By Advocate: Shri Subhash Gosain)

ORDER (ORAL)

Hon'ble Mr. Justice Permod Kohli, Chairman

Heard the applicant in person and Sh. Subhash Gosain, learned counsel for the respondents. We have also perused the written submissions of the applicant.

2. The applicant was issued offer of appointment as Junior Consultant on contractual basis vide communication dated 15.02.2016 (Annexure A-3). He was required to communicate the acceptance of the terms and conditions incorporated in the letter of offer of appointment. The applicant seems to have accepted the conditions contained in the letter of offer of appointment. Consequently, he was engaged as Junior Consultant in the Ministry of AYUSH w.e.f. 03.03.2016 at a monthly consolidated remuneration of Rs. 38,000/- till 31.08.2016 or until further orders in terms of conditions stipulated in the letter of offer of appointment dated 15.02.2016 vide order dated 10.05.2016. He was disengaged vide impugned order dated 19.05.2016 by giving him one month's notice. It is this order/notice which is subject matter of challenge in the present OA. It is alleged that the respondent no. 2 wanted to engage his own relatives/friends to fill up some posts in the Ministry including the post held by the applicant and on coming to know of this proposal for his removal from service, the applicant sent a representation through e-mail on 13.05.2016 to Sh. Anurag Srivastava, Joint Secretary. Thereafter he received the impugned order of termination. The applicant is seeking quashment of the impugned order on the ground that it is violative of his Fundamental Rights under Articles 14 and 16 of the Constitution of India.

3. The respondents in their detailed counter have mentioned that the representation of the applicant dated 13.05.2016 has been duly considered and the same was found devoid of merit. Accordingly impugned notice dated 19.05.2016 was issued to the applicant for termination of contract of service as per the conditions mentioned in Para 1 sub-para (ix) of the offer of appointment. The respondents have also mentioned that the applicant was posted in National Institute Desk referred to as NI Desk, on his joining on 30.03.2016. The NI Desk found that the applicant used to come late to the office and his work performance was also not upto mark and therefore surrendered the applicant from NI Desk of that post and the applicant has been disengaged.

4. The engagement of the applicant was on the following conditions:

“(i) This contractual appointment is need-based for a limited period and it will not confer any right or privileges on the appointee for regular appointment;

(v) The assignment is on a full time basis and the Consultant will be required to attend the office on all the working days and on holidays, if required, on account of exigencies of work, for which no additional remuneration will be paid;

(viii) The Consultant so engaged will be required to maintain decorum, discipline as expected of a regular Central Government employee;

(ix) The Consultant will be required to discharge the tasks assigned to him/her and report to the Officer designated by the Ministry;

(xi) The contract can be terminated by either side by giving notice for a period of one month or one month's consolidated emoluments in lieu thereof;

(xii) The contract can be terminated without notice by the competent authority, if at any time the conduct, performance, activities of the individual are found detrimental to the interests of the Ministry”.

5. From the above conditions, we find that the engagement of the applicant was made for a limited period and it does not confer any right or privilege on the appointee for regular appointment. The contractual engagement can also be terminated by either side by giving one months' notice or payment of consolidated emoluments in lieu thereof as provided under condition (xi) of the contract. The engagement of the applicant has been terminated in terms of Para (xi) of the letter of offer of appointment which was duly accepted by the applicant.

6. In this view of the matter, no right is conferred upon the applicant to continue as a contractual employee. It is a settled law that a terminable contract is not specifically enforceable. In the present case, the termination of the contractual engagement is in accordance with the offer of appointment which stands accepted and there is no legal infirmity. No right of the applicant is infringed. Apart from that, the respondents were not satisfied with the working of the applicant and they were will within their right to disengage the applicant.

7. For the above reasons, we do not find any merit in the application and it is accordingly dismissed.

(K.N. SHRIVASTAVA)
MEMBER (A)

(JUSTICE PERMOD KOHLI)
CHAIRMAN

/ns/