

Central Administrative Tribunal
Principal Bench
New Delhi

O.A.No.1979/2015

Order Reserved on: 30.11.2017
Order pronounced on 05.12.2017

Hon'ble Shri V. Ajay Kumar, Member (J)
Hon'ble Ms. Nita Chowdhury, Member (A)

Pradhyumn Sharma
S/o Shri Vinod Kumar Sharma
R/o H.No.290/11-D
Faridabad
Haryana
(Aged about 28 years)
(Presently working as Scientist `B' on contractual basis)
... Applicant
(By Advocate: Shri Ajesh Luthra)

Versus

National Technical Research Organization
Through Chairman
Block-III, Old JNU Campus
Ber Sarai
New Delhi – 110 067.
... Respondent
(By Advocate: Shri Gyanendra Singh)

ORDER

By V. Ajay Kumar, Member (J):

The applicant, an Officer on Special Duty (in short, OSD), on contract basis, in the Respondent-National Technical Research Organization (in short NTRO), filed the OA questioning the action of

the respondents in rejecting his claim to fix his pay as admissible to a regular Scientist `B' with effect from his date of appointment, with all consequential benefits.

2. The seminal facts, required for the purpose of disposal of the OA, are that the Respondent-NTRO vide Annexure A2 dated 25.03.2009, called the applicant for interview for selection to the Scientific/Technical Posts on contract basis in NTRO. Accordingly, the applicant participated in the interview and vide Annexure A3 Order dated 09.06.2009, the applicant was appointed as Officer on Special Duty, on contract basis for a period of two years, along with four others. The said order also states that the compensation and other terms and conditions of the appointment would be governed by the respective agreements being issued separately. Annexure A4, dated 09.07.2009, stated that the applicant, who is working as OSD on contract basis, shall be paid a fixed consolidated emoluments of Rs.25,000/- per month. In the same order, one Shri Atul Kumar and Shri J.S.Saikia who were also appointed as OSDs shall be paid Rs.35,000/- and Rs.27,070/- respectively. The applicant having accepted all the said terms and conditions of his appointment and emoluments joined in the respondent-NTRO as OSD. His initial term of two years has been extended from time to time and accordingly he is working, on the same terms, till date.

3. Heard Shri Ajesh Luthra, the learned counsel for the applicant and Shri Gyanendra Singh, the learned counsel for the respondents, and perused the pleadings on record.

4. It is submitted on behalf of the applicant that the Annexure A2-Interview letter indicates that the selection is for the 'Scientific/Technical posts' and the applicant is fully qualified and eligible to be appointed as Scientist 'B' and though the respondents appointed the applicant as Officer on Special Duty but extracting the same work of a Scientist 'B' for all these years and hence, in view of the principle of '*equal pay for equal work*' he is entitled for the pay of a Scientist 'B' from the date of his initial appointment.

5. OA No.1050/2015 filed by the applicant for the same relief was disposed of by this Tribunal on 19.03.2015 directing the respondents to consider the applicant's pending representation and to pass appropriate speaking order thereon. In compliance of the said order, the respondents passed the impugned Annexure A1 Memorandum dated 14.05.2015 stating that the applicant was offered a contractual appointment as OSD and the applicant having accepted the terms and conditions of appointment, has joined as Officer on Special Duty on contract basis with a fixed consolidated emoluments of Rs.25,000/- per month, initially for a period of two years and the period of contract and the monthly remuneration have been extended from time to time, and now the applicant cannot claim any different post or pay of the same.

6. The learned counsel for the respondents while reiterating the averments of the counter submits that the respondent-NTRO is a specialized organization and engages different people with different qualifications for certain specific purposes, on contract basis. Accordingly, the applicant was appointed as OSD on contract basis, along with so many others. The word 'Scientific' mentioned in the interview letter dated 23.05.2009 cannot be interpreted that the interview is for the post of Scientist 'B'. In any event, the applicant having accepted all the terms and conditions of appointment and having worked for all these years without any objection, cannot now claim the salary of any other post much less Scientist 'B'. The principle of '*equal pay for equal work*' has no relevance to the facts of the present case as the applicant was never appointed as Scientist 'B'. In this regard, he placed reliance on a decision of the Hon'ble Supreme Court in **State of Punjab & Anr. v. Surjit Singh & Others**, (Civil Appeal No.1976/2003, decided on 04.08.2009).

7. We find force in the submissions made by the respondents' counsel. The applicant a highly educated person and having accepted the terms and conditions of his appointment as Officer on Special Duty, cannot be permitted to contend that he should be paid the salary of a Scientist 'B'. It is not a case where a person was appointed in a particular post, on contract basis, and claiming the minimum pay, payable to a regularly recruited person, on the same post.

8. In **Selvaraj v. Lt. Governor of Island, Port Blair**, (1998) 4 SCC 291, on which the learned counsel for the applicant placed reliance, the appellant who was working in the lower post on regular basis was posted in the next promotional post and his salary was also drawn against the said promotional post, but when he was not paid the salary of the promotional post, the Hon'ble Apex Court, on the principle of '*quantum meruit*', allowed the appeal. This decision has no application to the facts of the present case.

9. In the circumstances and for the aforesaid reasons, we do not find any merit in the OA, and accordingly, the same is dismissed. No costs.

(Nita Chowdhury)
Member (A)

(V. Ajay Kumar)
Member (J)

/nsnrvak/