

Central Administrative Tribunal
Principal Bench
New Delhi

O.A.No.1721/2014

Order Reserved on: 20.05.2016
Order pronounced on 13.07.2016

Hon'ble Shri V. Ajay Kumar, Member (J)
Hon'ble Dr. B. K. Sinha, Member (A)

Romasha Mishra Pandey,
(Age 42 years, Accounts Officer)
W/o Shri R.K.Pandey
R/o Flat No.403, DDA Flats
Sector E, Pocket II, Vasant Kunj
New Delhi – 110 070. ... Applicant

(By Advocate: Shri Puneet Aggarwal)

Versus

1. National Institute of Public Finance & Policy
18/2, Satsang Vihar Marg
Special Institutional Area (Near JNU)
New Delhi – 110 067.
2. Ms. Alka Matta, Secretary
National Institute of Public Finance & Policy
18/2, Satsang Vihar Marg
Special Institutional Area (Near JNU)
New Delhi – 110 067. ... Respondents

(By Advocate: Ms. K. Iyer)

ORDER

By V. Ajay Kumar, Member (J):

The applicant, a contractual Accounts Officer of the 1st
Respondent-National Institute of Public Finance and Policy (in short,

NIPFP), has filed the OA questioning the discontinuation of her services, vide the impugned letter dated 30.04.2014.

2. The 1st Respondent-NIPFP, vide Annexure A1 invited applications from qualified and experienced candidates for selection to the post of Accounts Officer, among other posts. It was stated in the said advertisement that the recruitment is on direct recruitment/deputation basis for a period of two years or till the posts are filled up on regular basis, whichever is earlier.

3. The applicant being a qualified and eligible candidate for the post of Accounts Officer applied in response to the said advertisement and on the recommendation of the Selection Committee, the 1st Respondent-NIPFP vide Annexure A2 dated 10.07.2012 issued the offer of appointment of the post of Accounts Officer to the applicant, on a contractual basis, initially for a period of two years. It was also stated in the said letter of offer of appointment that the services of the applicant are terminable without assigning any reason by giving one month's notice on either side or salary in lieu thereof. Accepting the said terms, the applicant joined as such on 09.08.2012.

4. It is submitted that after the applicant joined as Accounts Officer in the 1st Respondent-NIPFP she came to know that due to the hostile attitude of the 2nd Respondent, who is the Secretary of the 1st Respondent-NIPFP, 10 Accounts Officers have already left/abandoned their jobs in the last ten years. After the applicant is joined, the 1st Respondent-NIPFP, the 2nd Respondent started harassing the applicant

also unnecessarily and without any cause etc. After some time, the 2nd Respondent started threatening the applicant that her services will be terminated. Though there was no adverse entry in the ACR or appraisal of the work of the applicant, the 2nd respondent continued her ill treatment towards the applicant. The applicant came to know that the 2nd Respondent in fact interested in another candidate but since the Selection Committee selected the applicant, she (2nd Respondent) developed grudge against the applicant and determined to terminate her services with mala fide intentions.

5. It was also submitted that though the 1st Respondent-NIPFP is required to fill up the post of Accounts Officer on regular basis, but they have appointed the applicant on contractual basis, which is against to the rules in vogue.

6. It was also submitted that the termination of the applicant without any reason and before completion of the contractual period is illegal, arbitrary and in violative of the principles of natural justice.

7. Per contra, the respondents would contend that the appointment of the applicant as Accounts Officer was made strictly in accordance with the recruitment rules governing the service conditions for the said post. The rules itself provide for appointment of every official on contractual basis only, unless otherwise provided in the Table enclosed for the specific post. Since nothing contrary thereto is provided in Table 19, i.e., pertaining to Accounts Officer post, the applicant was rightly appointed on contractual basis for a period of two years.

Similarly, as per the rules, if, during the period of contractual appointment, the appointing authority is of the opinion that an official is not fit for permanent appointment, it may discharge the official from the post. Since the appointing authority opined that the applicant is not fit for permanent appointment, basing on the performance of the applicant, her services were rightly terminated in terms of the conditions of her appointment, by paying one month's salary in lieu of one month's notice period.

8. Heard Shri Puneet Aggarwal, the learned counsel for the applicant and Ms. K.Iyer, the learned counsel for the respondents and perused the pleadings on record.

9. A perusal of the recruitment rules governing the post of Accounts Officer clearly indicate that the appointment of the applicant was made rightly on contractual basis, initially for a period of two years. The applicant having joined as Accounts Officer, on contractual basis, after accepting the terms of the offer of appointment, and also in view of the recruitment rules, cannot contend that her appointment on contractual basis is bad and that she would have been appointed on regular basis. Similarly, the contention of the applicant that her appointment should be treated as regular appointment, though it was mentioned as contractual appointment, is also unacceptable for the same reasons.

10. The applicant though made the 2nd Respondent, Secretary of the 1st Respondent-NIPFP, as a party respondent by her name, and leveled

mala fides against her, but failed to substantiate any one of them. In fact, the allegations against the 2nd Respondent are vague and without any specific details. It is the settled principle of law that if mala fides are attributed against any person, the complete onus to prove the same, is on the person, who alleges mala fides. In the present case, the applicant failed to prove the mala fides alleged against the 2nd Respondent.

11. 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.

(Dr. B. K. Sinha)
Member (A)

(V. Ajay Kumar)
Member (J)

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