

Central Administrative Tribunal Principal Bench: New Delhi

O.A. No.3165/2015
with
O.A. No.2167/2016
O.A. No. 821/2015 with M.A. 773/2015
O.A. No.931/2015, M.A. Nos.3031/15 & 2582/2016
O.A. No.951/2015
O.A. No.1668/2015, M.A. Nos.1515/15,
1739/15 & 1844/15
O.A. No.2256/2015
O.A. No.2422/2015
O.A. No.3166/2015

Order reserved on 25th May 2017

Order pronounced on 10th July 2017

**Hon'ble Mr. Raj Vir Sharma, Member (J)
Hon'ble Mr. K.N. Shrivastava, Member (A)**

OA No.3165/2015

Srishti Shanker, Age 39 years
W/o Mr. Parijat Kaul,
R/o 301, Rama Apartments,
Plot No.2, Sec.11, Dwarka,
New Delhi – 110 075.
Working as Output Editor, DD News.

...Applicant

Versus

1. Union of India through
Secretary,
Ministry of I & B, Govt. of India,
756/21, Chabi Ganj,
Opposite Vardhan House,
Kashmere Gate,
New Delhi – 110 006.
2. Prasar Bharti through CEO,
Prasar Bharti Secretariat,
2nd Floor, PTI Building,
Sansad Marg, New Delhi – 110 001.

3. Director General,
Doordarshan News,
Doordarshan Bhawan,
Copernicus Marg,
New Delhi – 110 001.

...Respondents

OA No.2167/2016

Dr. M. Rahmatullah, Aged 48 years
Consulting Editor (Urdu),
s/o late Mr. Tauheed Hasan,
R/o A-1/115, New Kondli,
Mayur Vihar Phase-3,
Delhi – 110 096.

...Applicant

Versus

1. Union of India through Secretary,
Ministry of Information & Broadcasting,
Room No.552, 'A' Wing, Shastri Bhawan,
New Delhi – 110 001

2. DD (News) Delhi through
Director General, Prasar Bharti,
DD News Copernicus Marg,
New Delhi – 110 001.

3. Prasar Bharti through CEO,
2nd Floor, PTI Building,
Sansad Marg,
New Delhi – 110 001.

...Respondents

OA No. 821/2015 & MA 773/2015

1. Anil Punia, Age 67 years
Senior Correspondent,
S/o Sh. Sulekh Singh,
C-1/89, Janakpuri,
New Delhi -110 058.

2. Manjeet Thakur, Age 35 years,
Senior Correspondent,
S/o Late Sh. Ramdev Thakur,
F-8, 118-B, Prince Apartment,
Vaishali Sector -2, Ghaziabad.

3. Nishant Saurabh, Age 33 years,
Senior Correspondent,
S/o late Sh. Ajit Kumar Sinha
Plot No.153, House No.S-3,
2nd Floor, Sector 5, Vaishali,
Ghaziabad.
4. Nitendra Singh, Age 35 years,
Senior Correspondent,
S/o Sh. H.N. Singh,
S-1, Plot No.118, Block-B,
Sector-2, Vaishali, Ghaziabad.
5. Mark P Lynn, Age 44 years,
Anchor-cum-Correspondent Gr.I
s/o Sh. J.C. Lynn
C-129, 2nd Floor, Defence Colony,
New Delhi – 110 024.
6. Sudhir Kumar, Age 32 years,
Senior Correspondent,
S/o Sh. Hakim Singh,
S-2, IInd A/56, Sector 2,
Ghaziabad.
7. Dipanshu Goyal, Age 35 years,
Senior Correspondent,
S/o Sh. Deopal Goyal,
E-805, Ansal Neel, Padam-1,
Sector 5, Vaishali, Ghaziabad.
8. Vikas Sarthi, Age 31 years,
Senior Correspondent,
S/o Sh. Ami Chand,
86, DDA SFS Flats, Pocket-II,
Sector 9, Dwarka, New Delhi.
9. Ajay Vikram Singh, Age 37 years,
Senior Correspondent,
S/o Sh. Jaibahadur Singh,
C-86, Takshila Apartments,
Patparganj, Delhi – 92.
10. Rohan Singh, Age 30 years,
Copy Editor (Prasar Bharti),
s/o Sh. Ramdeo Singh,
A-20, East Baldev Nagar,
Delhi.

11. Shweta Tiwari, Age 28 years
Copy Editor,
D/o Sh. P.K. Tiwari,
E-805, Ansal Neel, Padam-1,
Sector-5, Vaishali, Ghaziabad.
12. Pankaj Tiwari, Age 30 years,
Copy Editor,
s/o Sh. B.N. Tiwari,
A-49/A, Gagan Enclave,
G.T. Road, Ghaziabad.
13. Sanjeev Kalra, Age 34 years,
Video Post Production Associate Gr.I,
s/o Sh. Ramesh Kumar,
2/86, Geeta Colony,
New Delhi – 31.
14. Amit Sahu, Age 35 years,
Sr. Assignment Coordinator (BECIL),
S/o Sh. D.P. Gupta,
A-1/41, SFCC, Neb Sarai,
New Delhi.
15. Malvika Singh, Age 30 years,
Trainee Packaging,
s/o Sh. S.P. Singh,
257, Laxmi Bai Nagar,
New Delhi.
16. Rajeev Sonkar, Age 34 years,
Broadcast Executive Gr.I,
s/o Sh. Surender Sonkar,
E-8, Double Storey,
Motia Khan, Pahar Ganj,
New Delhi – 55.
17. Abhishek Jha, Age 31 years,
Copy Editor,
S/o Sh. Raghunath Jha,
1/15 A, Jangpura-A,
Delhi – 110 014.
18. Rajesh Solanki, Age 36 years,
Video Post Production Associate Gr.I,
S/o late Sh. Azad Singh,
A-602, Sunny Valley Appts.,
Sector 12, Dwarka, New Delhi – 78.

19. **Vikas Pal Singh, Age 35 years,**
Broadcast Executive Gr.I,
S/o Sh. Mahendra Pal Singh,
Khasra No.166, 2nd Floor,
Shaukeen Market, IGNOU Road,
Neb Sarai.
20. **Shrikant Tiwari, Age 37 years,**
Broadcast Executive Gr.I,
S/o Sh. Kewal Prasad,
C-205, Ground Floor, Pandav Nagar,
Delhi.
21. **Akhilender Jha, Age 32 years,**
Video Post Production Associate Gr.I,
S/o Sh. Mohan Jha,
M-277, Sector 23, Sanjay Nagar,
Ghaziabad-201002.
22. **Amit Kumar Srivastava, Age 38 years,**
Video Post Production Associate Gr.I,
S/o Sh. M.P. Srivastava,
M-277, Sector 23, Sanjay Nagar,
Ghaziabad – 201 002.
23. **Rajiv Kumar, Age 36 years,**
Broadcast Executive Gr.I,
S/o Sh. M.L. Sharma,
G-260, Sarita Vihar,
New Delhi – 76.
24. **Lokesh Nayyar, Age 34 years,**
Video Post Production Associate Gr.I,
S/o late Sh. S.P.Nayyar,
76, 1st Floor, Kalyan Vihar,
Delhi – 110 007.
25. **Vibhav Kumar Rai, Age 32 years,**
Sr. Assignment Coordinator,
s/o late Sh. Tirath Raj
S-494, School Block, Shakarpur,
Delhi – 92.
26. **Rajesh Kumar, Age 30 years,**
Copy Editor,
s/o Sh. Girraj,
S-15, Nangli Vihar, Najafgarh,
New Delhi.

27. Raja Kumar, Age 32 years,
Broadcast Executive Gr.I,
S/o Sh. Rama Shankar Choudhary,
Flat No.12, 1st Floor,
Guru Nanak Market, Lajpat Nagar-4,
New Delhi.
28. Satpal, Age 37 years,
Video Post Production Associate Gr.I,
S/o Sh. Uday Singh,
35/499, Trilokpuri,
New Delhi – 91.
29. Chandra Shekhar Joshi, Age 33 years,
Anchor-cum-Correspondent Gr.I,
S/o Sh. K.D. Joshi,
G-101, Milan Vihar-I,
Abhay Khand-3, Indrapuram, UP.
30. Amrit Pal Singh, Age 37 years,
Anchor-cum-Correspondent. Gr.2
s/o Sh. Nirmal Singh,
L-813, Jalvayu Towers,
Sector-56, Gurgaon.

...Applicants

Versus

1. Union of India through Secretary,
Ministry of Information & Broadcasting,
Through the Secretary, Room No.552,
'A' Wing, Shastri Bhawan,
New Delhi – 110 001
2. DD News (Delhi) through its
Director General,
DD News, Copernicus Marg,
New Delhi – 110 001.
3. Prasar Bharti through its CEO,
2nd Floor, PTI Building, Sansad Marg,
New Delhi – 110 001.

...Respondents

OA No.931/2015, MA 3031/2015 & MA 2582/2016

Aamir Rizvi, Age 34 years,
S/o Mohd. Hasnain,

R/o G-3, 4/278, Vaishali,
Ghaziabad.

...Applicant.

Versus

1. Prasar Bharti (Broad Casting Corporation of India)
PTI Building, Parliament Street,
Delhi.
2. The Chairman,
Prasar Bharti (Broad Casting Corporation of India)
PTI Building, Parliament Street,
Delhi.
3. UOI
Ministry of Information & Broadcasting,
Govt. of India,
Shastri Bhawan,
New Delhi – 110 001
4. Prasar Bharti Board
Prasar Bharti (Broad Casting Corporation of India)
PTI Building, Parliament Street,
Delhi through its Chairman.
5. Director General, DD News
Doordarshan Bhawan,
Copernicus Marg,
New Delhi – 110 001
(Broad Casting Corporation of India)
PTI Building, Parliament Street,
Delhi.

...Respondents

OA No.951/2015

Gunjan Varshney (Sales Head),
Aged about 34 years,
W/o Sh. Prasanta Dey,
R/o Flat No.402, AR Elysium Homes,
Sector 9, Judges Colony,
Vaishali, Ghaziabad.

...Applicant

Versus

1. Union of India through Secretary,
Govt. of India,
Ministry of Information & Broadcasting,
Shastri Bhawan,
New Delhi – 110 001
2. The Chief Executive Officer,
Prasar Bharti,
(India's Public Service Broadcaster)
2nd Floor, PTI Building,
Parliament Street, New Delhi.
3. The Director General,
Doordarshan,
(India's Public Service Broadcaster)
Doordarshan Bhawan,
Copernicus Marg, New Delhi.
4. The Dy. Director General (Admn.)
Doordarshan,
(India's Public Service Broadcaster)
Doordarshan Bhawan,
Copernicus Marg, New Delhi.

...Respondents

OA 1668/2015, MA Nos.1515/15, 1739/15 & 1844/15

1. Anuj Yadav, Age 33 years,
s/o Sh. Sugreev Singh,
R/o D-10, Raja Bajar, DIZ Area-1,
New Delhi.
2. Vijay Raj, Age 33 years,
s/o Sh. V.P. Singh,
R/o B-707, Sector 6,
Vasundhara, Ghaziabad.
3. Manish Sharma, Age 34 years,
s/o Sh. Ashok Sharma,
R/o 34, Pkt-5, Mayur Vihar, Ph-I,
Delhi.
4. Gaurav Kumar, Age 31 years,
s/o Sh. Ashok Kumar,
R/o D-86, Top Floor, Ganesh Nagar,
Pandav Nagar, Delhi-92.
5. Santosh Chaudhary, Age 32 years,
S/o Sh. D.P. Chaudhary,

R/o B-164, Karam Pura, Moti Nagar,
New Delhi.

6. Tapas Bhattacharya, Age 31 years,
S/o Sh. Tapan Bhattacharya,
R/o 112/C, Thomson Road,
Railway Colony, New Delhi.
7. Arun Sharma, Age 31 years,
S/o Sh. Anand Sharma,
R/o C-85, East End Appt.,
Mayur Vihar Extn.,
Delhi – 110 096.
8. Siddhant Sibal, Age 30 years,
S/o Sh. S.C. Sibal,
R/o 121, B/A-3, Mayur Vihar, Ph-3,
Delhi – 110 096.
9. Atul Rawat, Age 32 years,
s/o Sh. S.S. Rawat,
R/o Flat No.S-1, 2nd floor,
Plot No.748, Shalimar Garden Extn.I,
Ghaziabad.
10. Gaurav Verma, Age 30 years,
S/o Sh. Kamal Kishore,
R/o USB-184, Uttari School Block,
Near Chander Public School,
Chander Vihar, Delhi – 110 092.
11. Avishek Kumar Singh, Age 35 years,
s/o Naveen Kumar Singh,
R/o SRB-95A, Shipra Rivira,
Gyan Khand-3, Indrapuram,
Ghaziabad.
12. Binod Kumar Choudhary, Age 34 years,
S/o Sh. R.S. Choudhary,
R/o 29/8, Pant Nagar, Jungpura,
New Delhi.
13. Gargi Gupta, Age 36 years,
W/o Rahul Goel,
R/o A-1/627, Sector 6, Rohini,
Delhi – 110 085.
14. Nischal Srivastava, Age 33 years,
S/o Sh. Mani Prasad,

R/o 5/497 FF, Maitri Society,
Vaishali Ghaziabad.

15. Amrendra Kumar Singh, Age 32 years,
S/o Sh. Shiv Pukar Singh,
R/o S-2, 1st floor, Pandav Nagar,
Delhi – 110 092.
16. Nishant Singh, Age 32 years,
S/o Sh. D.P. Singh,
R/o 176-E, Pkt-1, Mayur Vihar,
Ph-1, Delhi – 110 091.
17. Mukesh Shukla, Age 34 years,
S/o Sh. S.P. Shukla,
R/o RZF-760/64, Raj Nagar,
Part-2, Palam Colony, Street No.3,
New Delhi.
18. Girish Chand Nishana, Age 35 years,
S/o Sh. M.R. Singh,
R/o 59-B, J-Extn., Laxmi Nagar,
Delhi – 110 092.
19. Gaurav Kumar, Age 34 years,
S/o Sh. Raman Prakash,
R/o T-154, Shukar Bajar,
Uttar Nagar, New Delhi.
20. Sunaina Sahu, Age 36 years,
W/o Sh. Amit Sahu,
R/o A-124, FFCC Neb Sarai,
New Delhi – 110 068.
21. Rajesh Kumar Bodwal, Age 32 years,
S/o Sh. Om Prakash,
R/o 179, Sector-7, R.K. Puram,
New Delhi – 110 022.
22. Asif Nabi Khan, Age 36 years,
S/o late Sh. Ghulam Nabi,
R/o H.No.46, Royal Appt.,
4th Floor, Lane No.4, Gaffar Manji,
Jamia Nagar, New Delhi.
23. M.S. Nauman, Age 41 years,
S/o Late Dr. Nauman,
R/o 262-A/8, Jamia Nagar,
New Delhi – 110 025.

24. Amit Kumar, Age 32 years,
S/o Sh. Mange Ram,
R/o 324, Sector 3, R.K. Puram,
New Delhi – 110 022.
25. Bijay Kumar Jha, Age 33 years,
S/o Sh. Ashok Kumar Jha,
R/o Flat No.102, 1st Floor, Nanhe Park,
Uttam Nagar, New Delhi – 110 059.
26. Muninder Yadav, Age 28 years,
S/o Sh. Dhanpat Yadav,
R/o A-3, 2nd Floor, Pandav Nagar,
Delhi – 110 092.
27. Sagnik Chakraborty, Age 38 years,
S/o Sh. Sumit,
R/o B-57, Gulmohar Park,
New Delhi – 110 049.
28. Satpal Sharma, Age 31 years,
S/o Sh. Om Prakash,
R/o 453, Gali No.3, Shankar Marg,
Mandavali, Delhi – 110 092.
29. Narayan Singh, Age 33 years,
S/o Late Sh. Trilok Singh,
D-177, Top Floor, Street No.18,
East of Kailash, New Delhi.
30. Anita Chaudhary, Age 35 years,
W/o late Sh. Rajender Chaudhary,
95-b, DDA Flats, Hari Nagar Ashram,
New Delhi.
31. Ashok Singh Martolia, Age 39 years,
S/o Sh. Kundan Singh Martolia,
D-68, Preet Vihar, Delhi.
32. Sangita Rani, Age 37 years,
W/o Sh. Bharat Jindal,
C-196, Jhilmil, Delhi-95.
33. Pardeep Kumar, Age 35 years,
S/o Sh. Virendra Singh,
WZ-161, Village Dusghara,
New Delhi – 110 012.

34. Pradip Kumar, Age 31 years,
S/o Sh. H.K. Rai,
E-669, East Vinod Nagar,
Delhi – 110 096.
35. Rishi Kumar, Age 39 years,
S/o Sh. S.D. Singh,
86, Gyan Khand-1,
Indrapuram, Ghaziabad.
36. Neeraj Singh, Age 37 years,
S/o Sh. Bhagwan Singh,
K-157/kh, 322/ff-1,
Neb Sarai, New Delhi.
37. Rajesh Raj, Age 35 years,
S/o Sh. Vijay Kumar Yadav,
Wa-188a, Shakar Pur,
2nd Floor, Delhi – 110 092.
38. Om Prakash Yadav, Age 38 years,
S/o Sh. Srinarayan Yadav,
67, NDMC, Multi Storey,
Ali Ganj, Lodhi Colony,
New Delhi – 110 001.
39. Shailendra Mishra, Age 33 years,
S/o Sh. Maithly Sharan Mishra,
Sf-35, Vardhan Sahkari Awas Samiti,
Abhay Khand-3, Indrapuram,
Ghaziabad.
40. Vikas Gupta, Age 31 years,
S/o Sh. Vinod Gupta,
G-69/1, Gautam Nagar,
New Delhi – 110 049.
41. Bimlendu Kumar Pandey, Age 41 years,
S/o Sh. Rang Lal Pandey,
B-13/8, DLF Ankur Vihar,
Loni Ghaziabad.
42. Lal Chandra Singh, Age 42 years,
S/o Sh. Suresh Chandra Singh,
Z-23, Commercial Enclave, Mohan Garden,
Uttam Nagar,
New Delhi – 110 059.

43. Pankaj Praven Tripathi, Age 38 years,
S/o Prem Behari Tripathi,
1/38, IIInd Floor, Lalita Park,
Laxmi Nagar, Delhi.
44. Kaushal Kishore Mishra, Age 38 years,
S/o Sh. Chandra Bhanu Mishra.
45. Deepak Jha, Age 40 years,
S/o Laxmi Nath Jha,
A-7, 2nd Floor, mba-3,
Ramprastha, Ghaziabad.
46. Mohd. Azwar Siddiqui, Age 36 years,
S/o Mohd. Ishaque,
F-109, Shahen Bag, Okhla.
47. Ms. Meenu, Age 39 years,
S/o Bijender Kumar,
57, Masjid Moth, South Ex-2,
New Delhi – 110 049.
48. Meenu Gupta, Age 38 years,
w/o Amit Gupta,
M-213, Vikas Puri, New Delhi – 18.
49. Alok, Age 40 years,
S/o Siddheswar Nath Pandey,
Plot No.795, GF-Niti Khand-1,
Indira Puram, Ghaziabad.
50. Ashwani Kr. Mishra, Age 38 years,
S/o L.N. Mishra,
R/o 12.A Anukampa Appt.,
Abhay Khand-4, Indirapuram, GZB.
51. Rama Tyagi, Age 40 years,
D/o late Sri Jasbir Singh,
P-21, Chanakya Place Part-2,
Near C-1, Janakpuri, New Delhi.
52. Nitin Sabharwal, Age 32 years,
S/o T.K. Sabharwal,
B-4/34, Sector 15, Rohini,
New Delhi.
53. Ajay Kumar, Age 36 years,
S/o Prem Chand,
F-2188, Netaji Nagar, New Delhi.

54. Nazia Shamim, Age 32 years,
W/o Dr. Shah Alam,
H.No. 32, Ghafoor Nagar,
Okhala, New Delhi-25.
55. Sushma Tiwari, Age 44 years,
D/o Parmanand Tiwary,
396, Indra Vihar, Kingsway Camp,
Delhi-9.
56. Chandrashekhwargwari, Age 35 years,
S/o Sh. Shambhu Prasad,
A-614/205, Rajiv Mohalla,
Mandavali, Delhi.
57. Vinita, Age 35 years,
Prakash Chand,
634-C, Laxmi Nagar.
58. Sheikh Ayub Ali
Shaikh Sahadat Ali,
99a/2, Tugalakabad Rly Colony,
New Delhi.
59. Avinash Kumar, Age 38 years,
S/o Siddheswar Nath Pandey,
Plot No.44, SF-4, Gyand Khand-1,
Indira Puram, Ghaziabad.
60. Archana, Age 41 years,
W/o Rajesh Kumar,
B-314, Sector 20, NOIDA.
61. Mohd. Aquib Khan, Age 33 years,
s/o Mohd. Saduib Khan,
162/25, Gali No.4, Gaffar Manzil,
Jamia Ngr, Okhla, Delhi-110025.
62. Srijan Srivastava, Age 31 years,
S/o Avdhesh Shrivastava,
Flat No.6, First Floor,
Punjab & Sind Bank, Garh
Road, Hpur.
63. Mohd. Akram Khan, Age 36 years,
S/o Ajad Umar,
124/1, Buddhist Colony Ballavgarh,
Faridabad.

64. Rajeev Gupta, Age 31 years,
S/ o Sh. Suresh Gupta,
73, Guru Goind Pura,
Delhi – 93.

...Applicants

Versus

1. Union of India through Secretary,
Govt. of India,
Ministry of Information & Broadcasting,
Shastri Bhawan,
New Delhi – 110 001
2. The Chief Executive Officer,
Prasar Bharti,
(India's Public Service Broadcaster)
2nd Floor, PTI Building,
Parliament Street, New Delhi.
3. The Director General,
Doordarshan,
(India's Public Service Broadcaster)
Doordarshan Bhawan,
Copernicus Marg, New Delhi.
4. The Director General (DD-News)
Doordarshan News,
(India's Public Service Broadcaster)
Doordarshan Bhawan,
Copernicus Marg, New Delhi.

...Respondents

OA No.2256/2015

1. Satyendra Kumar, Age 31 years,
Intern Packaging Newsroom,
S/o Sh. Santoshi Ram,
Dinesh Kumar, Room No.220,
Periyar Hostel, JNU, New Delhi.
2. Parinaya Singh, Age 28 years,
Intern Packaging Newsroom,
S/o Sh. Tara Chandra,
R/o A-274, Munirka Village,
New Delhi.
3. Harendra Yadav, Age 30 years,
Intern Packaging Newsroom,

S/o Sh. Ram Kuvar Singh Yadav,
R/o M-127, 2nd Floor, Lakshmi Nagar,
New Delhi – 110 092.

4. Sanjeev Tokas,
Intern Packaging Newsroom,
S/o Sh. Prakash Chand Tokas,
R/o H.No.160-C, Village Munirka,
New Delhi – 110 067.

...Applicants

Versus

1. Union of India through Secretary,
Govt. of India,
Ministry of Information & Broadcasting,
Shastri Bhawan,
New Delhi – 110 001
2. The Chief Executive Officer,
Prasar Bharti,
(India's Public Service Broadcaster)
2nd Floor, PTI Building,
Parliament Street, New Delhi.
3. The Director General,
Doordarshan,
(India's Public Service Broadcaster)
Doordarshan Bhawan,
Copernicus Marg, New Delhi.
4. The Dy. Director General (Admn.)
Doordarshan,
(India's Public Service Broadcaster)
Doordarshan Bhawan,
Copernicus Marg, New Delhi.

...Respondents

OA No.2422/2015

Brigadier Sekhar Visvanathan, Age 57 years,
S/o Lt. Col. PR Visvanathan,
F-723, Ram Vihar, Sector 30,
NOIDA – 201 303.

...Applicant

Versus

1. Union of India through Secretary,
Ministry of Information & Broadcasting,
Government of India,
Shastri Bhawan,
New Delhi – 110 015.
2. The Chief Executive Officer,
Prasar Bharti Secretariat,
II Floor, PTI Building, Sansad Marg,
New Delhi-110001.

...Respondents

OA No.3166/2015

1. Munmun Bhattacharya, Age 30 years,
English Anchor,
W/o Praful Bhat,
R/o C-229, East End Apartments,
Mayur Vihar Phase-1 Extension,
New Delhi – 110 096.

Posted at:

Doordarshan, Doordarshan Bhawan,
Copernicus Marg, New Delhi – 110 001

2. Gautam Roy, Age 42 years,
Anchor,
S/o Mr. Uday Chandra Roy,
R/o B 91 A, First Floor, Sector -41,
NOIDA 201 301 (UP).

Posted at:

Doordarshan, Doordarshan Bhawan,
Copernicus Marg, New Delhi – 110 001

3. Ravi Dhiman, Age 41 years,
Output Coordinator,
S/o Shri Amarchand,
R/o 111, Akash Darshan Apartments,
Mayur Vihar-1, Delhi – 110 091.

Posted at:

Doordarshan, Doordarshan Bhawan,
Copernicus Marg,
New Delhi – 110 001.

...Applicants.

Versus

1. Union of India through Secretary,
Ministry of Information and Broadcasting,
756/21, Chabi Ganj,

Opposite Vardhan House,
Kashmere Gate, New Delhi – 110 006.

2. Prasar Bharti through CEO,
2nd Floor, PTI Building,
Parliament Street, New Delhi – 110 001.
3. Doordarshan News through
Director General,
2nd Floor, PTI Building,
Parliament Street,
New Delhi – 110 001.

...Respondents

Mr. Amarendra Sharan, Senior Advocate (Mr. Amit Anand Tiwari & Ms. Vishakha, Advocates with him) and Mr. Pradeep Kumar Arya, Mr. Kapil Dhaka, Rana Kunal, Ms. Namrata Malik, Mr. M K Bhardwaj, Mr. R K Kapoor, Mr. Satyavir Singh for Mr. S K Pathak, Mr. S M Zulfiqar Alam, Advocates, in all the O.As., except O.A. No.2422/2015

Applicant in person in O.A. No.2422/2015

Mr. Rajeev Sharma and Mr. D S Mahendru, Advocates for respondents

O R D E R

Mr. K.N. Shrivastava:

These cases were heard together with the consent of the parties and hence are being disposed of through this common order.

OA No.3165/2015

Applicant Ms. Srishti Shanker, pursuant to Annexure A-3 advertisement of Prasar Bharati, applied for the post of Output Editor (English) in D.D. News on contract basis. The High Level Coordination Committee (HLCC) called her for interaction on

24.01.2013 and after that recommended her for the said post. An offer of appointment was issued to her by Prasar Bharati vide E-mail dated 02.02.2013, which, *inter alia*, indicated that the applicant would be getting a consolidated monthly package of Rs.1.35 lakhs. The applicant accepted the offer. An agreement to this effect was signed between the applicant and Prasar Bharati on 05.04.2013 (Annexure A-8). The agreement indicated that her contract will be valid for two years effective from 14.02.2013 and it would automatically come to an end on the expiry of the two years period unless specifically extended. The agreement indicated that the applicant would be paid a consolidated remuneration of Rs.1,35,000/- per month. It also contained clauses relating to nature of duties, working hours, supervision and control, entitlement to leave, applicability of rules, termination of contract, arbitration clause etc.

2. On completion of the contract period of two years, Prasar Bharati vide Annexure-A letter dated 20.08.2015 sent an offer for continuing her engagement as Output Editor (English) for another period of two years effective from 10.08.2015 on a reduced consolidated monthly remuneration of Rs. 99,750/-. Aggrieved by the Annexure A-1 offer of engagement, the applicant has filed this OA praying for the following reliefs:-

- a. To declare the offer letter dated 20.08.2015 as ultra vires, illegal and arbitrary to the extent it seeks to reduce the salary of the Petitioner from Rs.1,35,000/- to

Rs.99,750/- while renewing her term for a period of another two years;

- b. To declare the offer of Respondents in reducing the salary of the Applicant while extending the period as arbitrary and illegal;
- c. To direct the Respondent to revise the emoluments as per applicable rules and established practice while extending the period of service.”

OA No.2256/2015

3. There are four applicants, namely, Satyendra Kumar, Parinaya Singh, Harindra Yadav and Sanjeev Tokas. Pursuant to Annexure A-3 Advertisement dated 21.05.2013 inviting applications from Indian Institute of Mass Communication (IIMS) pass out students as Interns in Packaging Desk of DD News. These applicants applied for the Internship. Vide Annexure A-6 letters of engagement, they were engaged as Interns on contract basis for a period of six months on a consolidated stipend of Rs.17,000/- per month. S/Shri Satyendra Kumar and Parinaya Singh were appointed as Interns (Packaging) (Hindi) vide letter dated 16.08.2013 for six months on contract basis whereas Sh. Sanjeev Tokas was appointed as Intern (Scroll) vide letter dated 17.07.2013 on the same terms & conditions. Their engagements were extended for six months and thereafter for another four months vide Extension Letters dated 19.09.2014 and 02.06.2015 respectively. The extension letter dated 02.06.2015 made it absolutely clear that the applicants' engagement would come to an

end on 30.06.2015. Aggrieved by the said action of the respondents, the applicants have approached the Tribunal in this OA praying for following reliefs:-

- i) To declare the action of the respondents in terminating/replacing the services of applicants with other set of contractual employees as illegal, arbitrary and unjustified.
- ii) To declare the action of the respondents in not formulating policy for providing security of tenure by way of regularization or by other appropriate mode of applicants as done in the year 1989-1995 by the respondents to provide security of tenure to similarly placed persons as illegal and arbitrary and direct the respondents to frame appropriate rules/regulations for regularization of all the applicants as one time measure as done in case of Staff Artist of All India Radio and Doordarshan as set out in the decisions of the Supreme Court in Union of India Vs. M.A. Chowdhary (1987 4 SCC 112) and National Union of All India Radio Vs. Union of India (1990 3 SCC 596) and to regularize the applicants services.
- iii) To declare the action of respondents in treating the applicants as intern even after completion of near about 2 years of service as illegal and direct the respondents to give the applicants correct designation i.e. Copywriter, Copy Editor, Bulletin Editor/Compiler, Correspondent, Packaging Assistant etc. from due date with all consequential benefits.

OA No.2422/2015

4. The applicant Brig. Shekhar Visvanathan was appointed to the post of Additional Director General (Security) in Prasar Bharati Secretariat on 01.02.2014 for a period of three years i.e. upto 31.01.2017 in the PB-4 Rs.37400-6700 + Grade Pay of Rs.10,000/- minus pension. The office order dated 30.06.2017 (p. 27) indicates that his total pay on the date of appointment was

reckoned as Rs.72,070/- and after deducting the pension amounting to Rs.32035/-, his net basic pay was worked out as Rs.40,035/. However, DA/HRA were admissible on the total basic pay of Rs.72,070/- (without deducting pension).

5. After formulation of the policy dated 27.09.2012, his short term contract appointment was terminated by Prasar Bharati vide Annexure A-1 order dated 12.05.2015. Aggrieved by the impugned termination order, the applicant has filed this OA seeking quashment of the termination order and his re-instatement in the service. The reliefs prayed for by the applicant in this OA are as under:-

“A. Issue directions to the Respondents to quash and set aside the Prasar Bharati Secretariat Letter dated 12 May 2015 read with Prasar Bharati Secretariat Letter dated 10 Mar 2014 placed herein as Annexure A-1 (Colly) being whimsical, arbitrary and contrary to the legal mandate as laid down by Article 311 (2) of the Constitution of India.

B. Issue Directions to the Respondents to reinstate the Applicant back in service with all back wages seniority, service to meet the ends of equity, justice and fair play.”

OA No.1668/2015

6. The applicants Anuj Yadav & others (64 in number) were appointed between June 2003 – 2008 by Prasar Bharati against various posts, such as, Senior Correspondent, Broadcast Executive, Video Post Production Associate, Bulletin Editor, Copy Editor, Senior Assistant Coordinator, Archival Assistant, Trainee

Packaging, Senior Assignment Coordinator, Anchor-cum-Correspondent Gr.III, Guest Coordinator, Sr. Contract Manager, Library Assistant. Their monthly contractual fee was fixed between Rs.10,000/- to Rs.25,000/-. Pursuant to the policy for contractual engagement dated 27.09.2012 brought out by Prasar Bharati, the consolidated monthly contractual fee of these applicants from existing Rs.10,000/- to Rs.25,000/- has been increased from Rs.17,000/- to Rs.41,000/-.

7. Policy of contractual engagement dated 27.09.2012 has three important Annexures, namely, Annexure-II A, B & Annexure III. The Annexures-II, A & B indicate the revision of the monthly contractual fee of the persons already engaged and they also set out standard offer of engagement letter whereas Annexure-III is a standard agreement to be signed between the contractual engagee and the Prasar Bharati. Annexure IIB also includes some new categories of engagees which hitherto were not existing in Prasar Bharati. These are Manager (Public Relation), Broadcast Executive (Technical) Grade-I, Broadcast Executive (Technical) Grade-II, Marketing Executive, Grade-I, Programmer, Senior Programmer, Scroll Assistant, Scroll Supervisor, Editorial Executive (AIR News), Editor (AIR News), News Input Executive/Correspondent (AIR News), News Reader cum Translator (AIR News) and Intern (each category). It is the contention of the applicant that the respondents did not frame

any scheme for providing security of tenure to the contractual staff/applicants in spite of completion of more than ten years of service. It is alleged that the respondents have acted in arbitrary and unjustified manner, instead of providing security of tenure to the applicants, a new policy has been brought out with the sole motive to terminate the services of the applicants.

8. Aggrieved by the action of the respondents, the applicants have filed this OA praying for the following reliefs:-

“(i) To declare the action of the respondents in terminating/replacing the services of applicants with other set of contractual employees as illegal, arbitrary and unjustified.

(ii) To declare the action of the respondents in not formulating policy for providing security of tenure by way of regularization or by other appropriate mode of applicants as done in the year 1989-1995 by the respondents to provide security of tenure to similarly placed persons as illegal and arbitrary and direct the respondents to frame appropriate rules/regulations for regularization of all the applicants as one time measure as done in case of Staff Artist of All India Radio and Doordarshan as set out in the decisions of the Supreme Court in Union of India Vs. M.A. Chowdhary (1987 4 SCC 112) and National Union of All India Radio Vs. Union of India (1990 3 SCC 596) and to regularize the applicants services.

(iii) To declare the action of respondents in carrying out any further skill test for the purpose of continuation of services as illegal and arbitrary and issue appropriate directions for continuation of applicants in service till the age of 60 years.”

OA No.931/2015

9. The applicant - Aamir Rizvi was engaged as a casual employee by Prasar Bharati in October, 2006. He was admitted as a contractual employee on 02.02.2009 for three years. Thereafter he signed an agreement with the Prasar Bharati on 15.07.2013 whereby he was engaged as Anchor-cum-Correspondent Gr.II (News & Current Affairs of Doordarshan) on a monthly consolidated remuneration of Rs.62,000/- for a period of one year. This one year period started on 01.11.2012 and ended on 31.10.2013. Vide impugned intimation dated 27.02.2015, the applicant has been informed by the Prasar Bharati that his contractual engagement with the DD News as Anchor-cum-Correspondent Gr. II as per the agreement dated 15.07.2013, which had been extended on the same terms & conditions from time to time by the competent authority, would not be further extended. Aggrieved by the said intimation of the respondents, the applicant has filed this OA claiming for the following reliefs:-

“(a) Pass an order or directing setting aside/quashing the order dated 27.02.2015 bearing ref no. DDN/ 5/17/2000-Coord. Issued under the signature of Pushpavant, Asst. Director (HR) by Prasar Bharati, Doordarshan News.

(b) Pass an order or direction directing the respondents to continue the Applicant in his presently held job/post as Anchor cum Correspondent till this post is regularized or replaced by regular employee in accordance with law.

OA No.951/2015

10. Prasar Bharati vide Annexure A-2 advertised posts of National Sales Head-I (based in Delhi/Mumbai) and Regional Sales Head-I (based at Mumbai/ Delhi) and called for applications. The last date for receipt of applications was 21.01.2014. The applicant, Ms. Gunjan Varshney, applied and was selected for the post of Regional Sales Head (Delhi) in Doordarshan and an offer of appointment dated 22.07.2014 was issued to her (Annexure A-5). She was to get annual remuneration of Rs.28.75 lakhs with some perks. The contractual engagement was terminable by either side by giving one month's notice or pay in lieu of notice period, without assigning any reason.

11. The Prasar Bharati, vide impugned Annexure A-1 communication dated 23.02.2015, has terminated the contractual engagement of the applicant in terms of paragraph 6 of the offer of engagement letter dated 22.07.2014. Aggrieved by the said action of the Prasar Bharati, the applicant has filed this OA praying for the following reliefs:-

- “(i) To quash and set aside the impugned order dated 23.02.2015 and direct the respondents to continue the services of applicant till the completion of 2 years period as per the terms & conditions of appointment.
- “(ii) To declare the action of the respondents in terminating the services of applicant as Regional Sales Head as illegal and unjustified and issue appropriate directions to

allow the applicant to complete her 2 year tenure as Regional Sales Head.”

OA No.3166/2015

12. Applicants, S/Shri Munmum Bhattacharya, Gautam Roy & Ravi Dhiman, were engaged on contract basis on the posts of English Anchor, Anchor and Output Coordinator respectively in the year 2012. They were drawing consolidated monthly remuneration of Rs.1,15,000/-, Rs. 1,70,000/- and Rs.1,60,000/- respectively. The Prasar Bharati vide impugned Annexures A-1, A-2 & A-3 communications dated 20.08.2015 has reduced their monthly consolidated remuneration, in case of applicant no.1 from Rs.1,15,000/- to Rs.90,000/-, in case of Applicant No.2 from Rs.1,70,000/- to Rs.90,000/- and in the case of Applicant No.3 from Rs.1,60,000/- to Rs.99,750/-. These impugned communications further stipulate that the applicants should be re-engaged for a period of two years w.e.f. 01.08.2015 subject to their accepting the offer. Aggrieved by the impugned Annexures A-1, A-2 and A-3 communications, the applicants have filed the present OA praying for the following reliefs:-

“(a) To declare the offer letter dated 20.08.2015, as illegal and arbitrary, to the extent it seeks to reduce

(b) the salary of the Applicant no.1 from Rs.1,15,000/- to Rs.90,000/-, in case of Applicant No.2 from Rs.1,70,000/- to Rs.90,000/- in the case of Applicant No.3 from Rs.1,60,000/- to Rs.99,750/- respectively while renewing/re-engaging them for a term for a further period of another 2 years.

(c) Directing the respondent number 2 and 3 to increase the salary of the applicants by upgrading the same in the light of the remuneration which was already drawn by them during the earlier period of two years of contract and rather increasing the same by giving them the benefit of another two years of experience which they have got while being in the engagement of the respondent number one and thus further increasing it from the salary which was drawn by them during the earlier period of contract for two years and particularly when even after the extended period of contract beyond two years the Applicants worked on the same remuneration.

(d) Directing the respondents not to reduce the salary/remuneration of the applicants which they were drawing under the earlier period of contract i.e. in the case of Applicant no.1 as Rs.1,15,000/-; in the case of Applicant No.2 as Rs.1,70,000/-and in the case of Applicant No.3 as Rs.1,60,000/-, and which was given to them even during the extended period beyond two years.”

OA No.821/2015

13. These thirty applicants (Shri Anil Punia & 29 others) were appointed as Anchors/ Correspondents/Reporters on contract basis from the year 2002 onwards. Their contracts were extended from time to time. The contracts of applicant Nos. 1 to 27 were last extended up to June 2015 but those of applicant Nos. 28 to 30 have not been extended. The applicant Nos. 1 to 27 apprehending that their contracts will not be renewed after June 2015 and applicant Nos. 28 to 30 apprehending that since their contracts have not been extended even up to June 2015 together with applicant Nos. 1 to 27 and thus their contracts would be terminated immediately, have jointly filed this O.A. praying for the following reliefs:

- “a. For an order of injunction restraining respondents from terminating the services of the Petitioners;
- b. For an order directing the Respondents to, on the basis of the performance assessment done by the Respondents in 2009, 2012 and 2014 put all the applicants on long term contracts;
- c. For an order directing the Respondents to frame appropriate rules/regulations for the one time regularization of all those contractual employees who are qualified and have worked in DD News for 5 years and above on contractual service in a manner similar to the regularization of staff artists of All India Radio and Doordarshan as set out in the decisions of the Supreme Court in Union of India Vs. M.A. Chowdhary (1987 4 SCC 112) and National Union of All India Radio Vs. Union of India (1990 3 SCC 596) and to regularize the petitioners in service.”

OA No.2167/2016

14. The applicant, Dr. M. Rahmatullah, is a journalist. He joined DD News as Consulting Editor (Urdu) on 01.04.2013 on contract basis. The contract was initially for one year and thereafter extended by another one year. Thus the contract was to end on 31.03.2015. The respondents, vide impugned Annexure A-1 order dated 28.06.2016, have terminated the contract of the applicant on completion of the extended period of the contract. Aggrieved by the impugned termination order, the applicant has filed the instant O.A. praying for the following reliefs:-

- “(a) set aside Respondents’ order No. DDN-S(155)2012-13 (Pt.)/ 4127 dtd. 28.06.2016 vide which the Respondent Ministry has terminated Applicant’s contractual services as Consultant Editor (Urdu) in Doordarshan News;

(b) direct the Respondent Ministry to perform its contractual obligations and to allow the Applicant to continue to work as Consultant Editor (Urdu) in Doordarshan News”

14 As is evident from the facts extracted from these O.As. in paragraphs No. 1 to 13 (*supra*), all these applicants are contractual engagees of respondent – Prasar Bharati. Some of them have approached the Tribunal with a grievance that their terms of engagement, including monthly remunerations, have been altered to their disadvantage and that such action of the respondents is illegal. The grievance of other applicants is that their contractual engagements have not been extended. The impugned letters/orders in these O.As. are:

Letter dated 20.08.2015 in O.A. No.3165/2015, letter dated 02.06.2015 in O.A. No.2256/2015, order dated 12.05.2015 in O.A. No.2422/2015, order dated 27.02.2015 in O.A. No.931/2015, order dated 23.02.2015 in O.A. No.951/2015, order dated 20.08.2015 in O.A. No.3166/2015 and order dated 28.06.2016 in O.A. No.2167/2016, respectively. There is no impugned letter/order in O.A. No.2256/2015, however, the applicants therein prayed that they may be continued in service and given appropriate designations since they have worked as Interns for about two years.

15. The arguments of learned counsel for the parties were heard on various dates.

16. Mr. M.K. Bhardwaj, learned counsel for applicant in O.A. No.951/2015 submitted that the applicant, pursuant to Annexure A-2 Advertisement of Prasar Bharati, published in January 2014, had applied for the post of Regional Sales Head. She was interviewed on 09.05.2014 and thereafter issued the appointment letter dated 22.07.2014 (Annexure A-5), appointing her on contract basis for a period of two years to the post of Regional Sales Head (Delhi) in Doordarshan, his her services were terminated prematurely vide impugned order dated 23.02.2015 (Annexure A-1). He argued that the respondents in their counter affidavit have stated that the services of the applicant were dispensed with as her performance was not good, which was factually incorrect.

17. To buttress his contention, Mr. Bhardwaj drew our attention to the document at pp. 126 to 135, which appears to be a photocopy of a power point presentation, indicating therein that the revenue generation in the Delhi Region, in fact, had increased after applicant's appointment to the post of Regional Sales Head. Mr. Bhardwaj further stated that although as per the impugned order, the applicant's services were terminated on 23.02.2015, but the appointment letter clearly stated that her performance will be reviewed in August 2015 and hence violating this condition of the

appointment letter, the impugned termination order has been passed. The learned counsel further argued that the applicant's termination has been ordered by CEO, Prasar Bharati, as stated by the respondents in paragraph 6 of their reply filed, who palpably was not the competent authority to do so. Mr. Bhardwaj vehemently argued that the applicant has been appointed with the approval of the Prasar Bharati Board (PBB), as could be seen from the Minutes of 122nd meeting of PBB held on 08.07.2014 (p. 217). He concluded his arguments by stating that the termination has been illegally done by an incompetent authority and without reviewing the performance of the applicant, and hence the impugned termination order is liable to be quashed and set aside.

18. In O.A. No.1668/2015, Mr. M.K. Bhardwaj, learned counsel for applicants (Anun Yadav and 63 others) stated that the applicants were engaged against the sanctioned posts and were discharging perennial nature of work. This has not been denied by the respondents in their reply filed in this O.A. He vehemently argued that the action of the respondents in terminating the services of these applicants and replacing them by another set of contractual employees was illegal, arbitrary and unjustified. It was further argued that performance should have been the sole basis for continuation of the services or otherwise by the respondents and that the applicants had been unnecessarily subjected to interview every year. Mr. Bhardwaj stated that the applicants have

become overaged and thus cannot seek alternate employment elsewhere. He also relied on the judgment of Hon'ble High Court of Delhi in **Sonia Gandhi & others v. Govt. of NCT of Delhi & others** (W.P. (C) No.6798/2002) and **Lini James & others v. Govt. of NCT of Delhi & others** (W.P. (C) No.8093-8102/2003) decided on 06.11.2013 in this regard. He prayed for holding the terminations illegal.

19. In O.A. No.2256/2015 (Satyendra Kumar & 3 others), Mr. M.K. Bhardwaj, learned counsel for applicants stated that these applicants, pursuant to an Advertisement dated 21.05.2013 of Prasar Bharati, applied for the posts of Interns in Packaging Desk of DD News and vide Annexure A-6 letter, they were engaged as Interns on contract basis initially for a period of six months and thereafter their engagements were extended twice, for six months and thereafter for four months. The second extension order dated 02.06.2015 indicated that their engagements will come to an end on 30.06.2015. Mr. Bhardwaj contended that the engagement order dated 16.08.2013 (Annexure A-6) would clearly indicate that the applicants were appointed on regular basis and as such termination of their services was illegal.

20. In O.A. No.2167/2016, Mr. S. M. Zulfiqar Alam, learned counsel for applicant, in his written arguments, has stated that the applicant, Dr. M. Rahmatullah was appointed as a Consulting Editor (Urdu) on 01.04.2013 on contract basis, which has been

extended from time to time. The said engagement was terminated vide impugned order dated 28.06.2016. It is stated that the applicant has been discharging his duties sincerely, without taking any leave and that his termination is in violation of Prasar Bharati's own policy/guidelines. It is further stated that the Director General (News), Doordarshan has recommended for retention of applicant's services. The work of Consulting Editor (Urdu) is of regular nature and hence replacing the applicant by another person on contract basis would be in violation of the settled law that one set of contractual employees cannot be replaced by another set of contractual employees.

21. In O.A. No.931/2015, Mr. Lalit Kumar Jha, learned counsel for applicant submitted that the applicant was engaged as Anchor-cum-Correspondent Grade II News & Current Affairs of Doordarshan, which was started in 2002-03. His services have been terminated arbitrarily and without assigning any specific reason, by an email communication dated 27.02.2015. It is further stated that in terms of Prasar Bharati's "Policy for Contractual Engagements" dated 27.09.2012, if "Performance and Requirement" criteria are satisfied then the contractual engagement has to be extended on year to year basis. Further, the O.M. dated 20.12.2013 stipulates that if the mark scored in appraisal is below 5, then that will be intimated to the employee concerned to enable him to improve his performance. Further,

O.M. dated 28.05.2015 says that if performance is unsatisfactory then only 10% increase will be withheld and the employee will be placed under observation for six months. It is vehemently argued that the respondents have violated their own policy for contractual engagement as well as the two *ibid* O.Ms., in view of the fact that the applicant has never been intimated of his below benchmark performance. It is alleged that the respondents do not maintain any record of performance, except the E-n-C register. Even in the E-n-C register, no adverse remarks against the applicant have been mentioned. The learned counsel argued that the applicant was appointed in the year 2009 after having passed the written test, screening test and interview. Based on his good performance, his salary was also hiked from Rs.45,000/- to Rs.62,000/- per month. Extension of contractual engagement of the applicant was earlier being done on the basis of interview as per the then existing system. But all of a sudden, in the year 2015, the interview process was done-away with and a new system of marking on the scale of 1-10 was followed. This change in the performance appraisal system was never informed to the applicant. The learned counsel has further argued that the termination of the applicant has been discriminatory as well. He has stated that one Mr. Anil Thomas whose services have also been terminated on the basis of his performance appraisal but he is still continuing to work. The learned counsel has prayed for holding the termination of the applicant's services as illegal.

22. In O.A. No.3166/2015, Mr. R.K. Kapoor, learned counsel for applicants submitted that the terms of engagement of the applicants, as mentioned in the appointment letter dated 30.12.2012 (p. 43) do not talk of reduction in their salary based on performance appraisal. He stated that the appraisal is means for deciding continuation of the engagement or otherwise and certainly not for salary reduction. Mr. Kapoor vehemently argued that the action of the respondents in reducing the monthly remunerations of the applicants, i.e., in case of applicant No.1 from Rs.1,15,000/- to Rs.90,000/-, in case of applicant No.2 from Rs.1,70,000/- to Rs.90,000/- and in case of applicant No.3 from Rs.1,60,000/- to Rs.99,750/-, should be held illegal.

23. In O.A. No.2422/2015, the applicant Brig. (retd.) Shekhar Visvanathan argued his case personally. He stated that he was appointed as Additional Director General (Security) in Prasar Bharati for a period of 3 years following the interview conducted on 19.11.2013. He was then serving as an officer of the army on deputation with National Disaster Management Authority (NDMA). He joined Prasar Bharati on 29.01.2014 and was reporting to Member (Personnel). His appointment was against a regular pay scale carrying Grade Pay of Rs.10,000/- in PB-4. His services were abruptly terminated vide Office Order No.93/2015-PPC dated 12.05.2015 (Annexure A-1) without any prior counseling/ warning/ verbal advice. He stated that he took

voluntary retirement from army on 31.01.2014 at the age of 56 years. His appointment in Prasar Bharati was in the nature of reemployment. The Government of India has made special provision for reemploying the ex-servicemen upto the age of 60 years. Brig. (Retd.) Shekhar Visvanathan vehemently argued that his appointment was against a regular post of Additional Director General (Security) and that his services have been terminated without assessing his performance in a fair manner.

24. In O.A. No.821/2015, Mr. Pradeep Kumar Arya, learned counsel for applicants, in his written submissions, has stated that the applicants, 30 in number, are contractual employees of Prasar Bharati and have rendered services between 6 – 14 years. They have been working against regular posts of DD News 24x7, which was launched in the year 2003. He stated that their contractual engagements were not renewed on regular basis and no standards were ever fixed to grant periodic / annual wage hikes. They have also been denied of facilities of insurance, mediclaim, leaves, maternity leaves (for female employees), PF, EPF, ESI, travel insurance, TA, DA and other social schemes, etc. The contention of the respondents is that the HLCC constituted to evaluate the work of the contractual employees drawing salary Rs.50,000/- and above per month, in its meeting held on 14.01.2015, recommended for termination of contracts of 3 of these applicants. Furthermore, the contracts of the remaining 27

applicants have not been renewed and they are also apprehending that their services are also likely to be terminated. It is contended that the applicants were engaged against regular post and as such their services cannot be abruptly dispensed with.

25. In O.A. No.3165/2015, Mr. Amarendra Sharan, learned senior counsel for applicant has elaborately argued the case in regard to the jurisdiction of this Tribunal to adjudicate these O.As. in regard to which a detailed order has already been passed on 02.05.2017 holding that the Tribunal has jurisdiction to adjudicate these O.As. In the said order, detailed arguments put forth by Mr. Sharan have already been recorded and the same are taken as the arguments put-forth on behalf of the applicant in this O.A.

26. The gist of Mr. Sharan's argument was that the applicant in O.A. No.3165/2015, though engaged on contractual basis, has, in fact, been working against a regular post of Prasar Bharati and that the failure of Prasar Bharati to frame regulations to deal with conditions of service of the officers and other employees of Prasar Bharati in terms of Section 9 of Prasar Bharati Act, 1990 and to establish the Recruitment Boards in terms of Section 10 of the Act, has led to myriad service related problems of the applicant.

27. *Per contra*, Mr. Rajeev Sharma, learned counsel for respondents in these O.As., replying to the arguments of learned counsel for applicants in these O.As. and reasserting the

averments made in the counter replies filed on behalf of the respondents in these O.As., stated that all these applicants are contractual engagees and as such did not have a right to any post nor were they engaged against any sanctioned vacancies. These contractual engagements were accomplished purely on account of administrative exigencies and it was for the respondents to determine whether these engagements meet the objectives for which they were made. He further stated that the respondents constituted the HLCC to evaluate the performance of all the contractual engagees getting monthly remuneration of Rs.50,000/- and above per month. This Committee, in its meeting held on 14.01.2015, made various recommendations in regard to continuation / discontinuation of such contractual engagees as also with regard to revision of their monthly remunerations. The HLCC had also prescribed an appraisal format to assess the performance of the employees on the scale of 0-10. Likewise, the Prasar Bharati had also constituted another Committee to appraise the performance of the contractual employees getting monthly remuneration below Rs.50,000/- per month, who submitted its report on 17.06.2015, based on which decisions were taken to continue/discontinue such employees. Mr. Sharma further said that it was decided to disengage those contractual employees, who would score 5 or lower marks out of 10.

28. The learned counsel argued that in all the appointment orders whereby these applicants have been appointed on contractual basis, tenure, remuneration, incentive, period of engagement, etc. have all been clearly spelt out and that these appointment orders also contain a termination clause, which had stipulated termination by either side by giving one month's notice or pay in lieu thereof without assigning any reason.

29. Mr. Sharma argued that the Hon'ble Supreme Court in the case of **Gridco Limited & another v. Sadananda Doloi & others**, (2011) 15 SCC 16 has held that “the power to make a contractual employment is implicit in the power to make a regular permanent appointment unless the statute under which the authority exercises its powers and discharges its functions or the Rules & Regulations governing recruitment under the authority specifically forbid the making of such an appointment.” Hence the Prasar Bharati was well within its rights to make contractual appointments and prescribe terms and conditions for such appointments.

Concluding his arguments, Mr. Sharma stated that the performance of all the contractual engagees have been appraised and based on the appraisal, contractual engagees have either been continued or discontinued and in some cases, the remunerations have been revised, both upwards and downwards. He thus prayed for dismissal of these O.As.

30. We have considered the arguments of learned counsel for the parties and have perused the pleadings and the documents annexed thereto. In order dated 02.05.2017 passed in these O.As. in regard to the jurisdiction of this Tribunal to adjudicate these matters, we have observed as under:-

“18. We have given our thoughtful consideration to the arguments of learned counsel for the parties on the issue of jurisdiction of the Tribunal. We have also perused the records. Admittedly, the Prasar Bharati came into existence by virtue of the Prasar Bharati Act, 1990 bringing the All India Radio (Akashwani and Doordarshan) as entities under it. Section 11 of the Prasar Bharati Act, 1990 deals with transfer of the then existing employees of Akashwani and Doordarshan to Prasar Bharati. In terms of Sections 9 & 10 of this Act, regulations were to be formulated by the Prasar Bharati to deal with the service conditions of its employees as also it was obliged to establish Recruitment Boards for future recruitments. Unfortunately, for reasons best known to the Prasar Bharati and the Central Government, such regulations have not been brought out, nor the Recruitment Boards have been established. In the last over two and half decades of existence of Prasar Bharati, its activities have multiplied many folds, and so also its requirement of manpower. It is quite apparent from the records that in the absence of regulations to govern the service conditions of its employees and Recruitment Boards for recruiting employees for it on a regular basis, the Prasar Bharati has indulged in engaging various kinds of technical/non-technical personnel on contract basis to meet its ever growing manpower requirements. These contract engagees have been engaged to work in positions, such as Anchor-cum- Correspondent, Output Editor, Additional DG (Security), Senior Correspondent, Broadcast Executive, Video Post Production Associate, Bulletin Editor, Copy Editor, Senior Assistant Coordinator, Archirval Assistant, Trainee Packaging, Senior Assignment Coordinator, Guest Coordinator, Senior Contract Manager, Library Assistant, Intern, etc. The terms and periods of engagement of these employees have been varying. However, the Prasar Bharati in the year 2015 has made attempts to streamline the contractual engagements and accordingly has prescribed a standard agreement to be signed by the contractual

engagees with Prasar Bharati. Even the offer of engagement has also been standardized.”

31. It is quite apparent that all the applicants in these O.As., except the O.A. No.2256/2015, who were engaged as Interns, were engaged on contractual basis to work in positions, which are in the nature of regular posts in a Broadcasting Organization. On the question of jurisdiction of the Tribunal to adjudicate service matters relating issues of these contractual engagees, we have observed in our order dated 02.05.2017 as under:-

“21. Section 14 (3) (b) read with Section 3 (q) of the Act read in the light of the judgments of Hon’ble Apex Court in Deep Chand Pandey (supra), Kumari Shrilekha Vidyarthi (supra), Keshab Deb (supra) and Shri Kanak Chandra Dutta (supra), make it absolutely clear that this Tribunal has the jurisdiction to adjudicate service matters of contract employees also who are engaged to discharge such functions that are central to the object for which an organization referred to in Section 14 (3) of the Act, has been set up. Resultantly, we hold that this Tribunal has jurisdiction to adjudicate all these O.As.”

32. As observed by us in the preceding paragraphs, the respondent – Prasar Bharati earlier had a system of interviewing the contractual engagees every year and based on their performance, it used to decide continuation or discontinuation of their services. Later on, the Prasar Bharati dispensed with the interview system and switched over to performance appraisal format on the scale of 0-10. Obviously, in the new system, there was no opportunity provided to the adversely affected contractual

engagees to explain their position. The decision of Prasar Bharati to continue/ discontinue the services of the contractual engagees, as also to revise the monthly remunerations based on their performance appraisal, was not at all transparent. On the contrary, the appraisal system has provided scope of subjectivity. The principles of natural justice have not been followed in such performance appraisals and thus the affected employees were denied the opportunity of being heard. Hence, we are of the firm opinion that any decision taken in violation of the principles of natural justice cannot be legally upheld. As we have already noticed, the Prasar Bharati and the Central Government have failed in their duties and obligations in formulating regulations to deal with the service conditions of the employees of the Prasar Bharati as also in establishing Recruitment Boards for future recruitments, as contemplated under Sections 9 & 10 of the Prasar Bharati Act, 1990. Such regulations would have spelt out transparent and legally valid system of regulating the services of the Prasar Bharati employees. Be that as it may. The Prasar Bharati has been managing its affairs by engaging contractual employees on large scale against various regular posts. Hence, it is only prudent that they follow the principles of natural justice while dealing with the services of such contractual employees. We only hope and expect the Prasar Bharati and the Central Government would take action to discharge their obligations under Sections 9 & 10 of the Prasar Bharati Act, 1990 sooner

rather than later. Needless to mention that any delay in this regard is only going to confound the service matters of the employees of Prasar Bharati and would be detrimental to its smooth functioning in future.

33. Pertinent to mention that it is settled law {See **State of Haryana & others v. Piara Singh & others**, (1992) 4 SCC 118} that one set of contractual employees cannot be replaced by another set of contractual employees. If some contractual employees are found to be non-performing or under-performing, their services can definitely be dispensed with by following the principles of natural justice, which, *inter alia*, envisages issue of show cause notice, providing opportunity of being heard to the concerned employee(s), getting their side of the picture through their written representations and then decide their continuation in service or otherwise, by passing a reasoned and speaking order in individual cases. Unless this is done, any action taken would smack of arbitrariness and hit by the principle of *audi alteram partem*. Hence, we are of the view that the impugned orders of Prasar Bharati in all these O.As., sans O.A. No. 2256/2015, are not sustainable.

34. Now we deal with O.A. No.2256/2015. The applicants in this O.A., after they passed out of IIMS, were engaged as Interns initially for six months and later their services were extended twice. Finally, their engagements came to an end on 30.06.2015

on the expiry of the extended periods. The very nature of their engagement as Interns indicates that they were not engaged against any regular post as such. Interns are those youngsters, who are engaged in an organization for training purposes as also with a view to provide them an insight of the functioning of the organization. Their engagement is not at all against any regular post. Hence, we do not find any legal infirmity in the order of respondents in dispensing with their services on completion of their internship period. It is worthwhile to mention that unless internship of earlier Interns ends, scope for engaging new Interns in the organization would not be there.

35. In the conspectus of discussions in the foregoing paragraphs, we dispose of these O.As. as under:-

- i) O.A. No.2256/2015 is found bereft of any merit and is accordingly dismissed.
- ii) O.A. Nos. 3165/2015, 2167/2016, 821/2015, 931/2015, 951/2015, 1668/2015, 2422/2015 and 3166/2015 are allowed and the impugned orders, i.e., letter dated 20.08.2015 in O.A. No.3165/2015, order dated 12.05.2015 in O.A. No.2422/2015, order dated 27.02.2015 in O.A. No.931/2015, order dated 23.02.2015 in O.A. No.951/2015, order dated 20.08.2015 in O.A. No.3166/2015 and order dated 28.06.2016 in O.A. No.2167/2016, respectively, are quashed and set aside.

The respondents are directed to follow principles of natural justice in regard to continuation / discontinuation of services of these applicants, which would include issuing of show cause notices, receiving their representations against such notices, provide them an opportunity of being heard and then pass a reasoned and speaking order in each case individually in regard to continuation / discontinuation of their contractual engagements, as also in regard to revision in their monthly remunerations.

In view of this, all ancillary Applications stand disposed of.

No order as to costs.

Let a copy of this order be kept in respective files.

(K.N. Shrivastava)
Member (A)

/sanju-sunil/

(Raj Vir Sharma)
Member (J)