

**CENTRAL ADMINISTRATIVE TRIBUNAL
PRINCIPAL BENCH: NEW DELHI**

O.A No. 1544/2017

This the 18th day of September, 2018

Hon'ble Mr. Justice L. Narasimha Reddy, Chairman
Hon'ble Ms. Aradhana Johri, Member (A)

S. C. Bhatia, (Aged 65+ years),
Retd. As Asstt. Station Director,
Group 'A' Gazetted Govt. Post,
S/o. Late Sh. G. C. Bhatia,
R/o. C-18, Soami Nagar,
New Delhi – 110 017.

....Applicant

(Applicant in Person)

Versus

1. Union of India,
Through its Secretary,
Ministry of Information and Broadcasting,
Shastri Bhawan, A-Wing,
New Delhi – 110 001.
2. Sh. Ranjan Mukherjee,
Addl. Director General,
Development Communication Division,
Directorate General Doordarshan,
5th Floor, Tower-A,
Doordarshan Bhawan,
Mandi House, Copernicus Marg,
New Delhi – 110 001.
3. Sh. C. K. Jain
The then Dy. Director General (E),
DCD Doordarshan,
Now DDG (E), Prasar Bharati Sectt.,
Prasar Bharti House,
Copernicus Marg,
New Delhi -110 001.
4. Ms. K. Padmavathi,
Asstt. Director of Prog.
Development Communication Division,
Directorate General Doordarshan,

Room No. 604, 6th Floor, Tower-A,
Doordarshan Bhawan,
Mandi House, Copernicus Marg,
New Delhi – 110 001.

5. Sh. Ashok Kumar Sehgal,
Associate (Retd. Person),
Development Communication Division,
Directorate General Doordarshan,
Room No. 604, 6th Floor, Tower-A,
Doordarshan Bhawan,
Mandi House, Copernicus Marg,
New Delhi – 110 001.

...Respondents

(By Advocate : Mr. D. S. Mahendru for R-1)

O R D E R (O R A L)

Justice L. Narasimha Reddy, Chairman :

The applicant retired from the service of All India Radio, Doordorshan as Assistant Station Director in the year 2011. Thereafter, Doordarshan engaged him as Consultant on contract basis from 01.09.2013 onwards, initially for a period of one year. That was extended from time to time and the last of the extensions was given vide office order dated 01.09.2013 up to 29.02.2016 for a period of one year.

2. The respondents issued one month's notice to the applicant on 08.07.2015 proposing to put an end his engagement. This O.A is filed for various reliefs such as for payment of salary from 01.07.2015 to 07.08.2015 and a sum of Rs.41064/- towards the remuneration with 18%

interest and for initiation of action against respondents no. 2 & 3 and for payment of sum of Rs.2,92,000/- with interest. The applicant contends that though the notice of termination was issued on 08.07.2015 stipulating one month's period, the respondents did not pay salary for the period from 01.07.2015 onwards. It is also alleged that certain other amounts are due to him.

3. A detailed reply is filed by the respondents. It is stated that the applicant did not attend the duties from 01.07.2015 and he recorded the attendance in a device which was meant for different section altogether in an objectionable manner. Other contentions advanced by the applicant are denied.

4. We heard the applicant who argued in person and also Mr. D. S. Mahendru, learned counsel for the respondents.

5. The applicant got engagement as consultant for two years after his retirement in the same organisation. Though the extension was given more than once, the method of his functioning was found to be very unsatisfactory, as is evident from office memorandum dated 09.06.2015 which reads as under :-

“OFFICE MEMORANDUM**Subject : Punctuality in attendance**

The working hours in DG:DOORDARSHAN are from 09.30 a.m. to 6.00 p.m. with a half an hour lunch break from 1.30 p.m. to 2.00 p.m. and every employee including those engaged on contract basis, is expected to be present in the office and start work at the prescribed opening hours.

2. It needs no reiteration that punctuality is essential for success of any organisation. However, from the records of biometric machines installed in this Directorate for the month April, 2015, the following has come to light:

1. Most of the contractual engages have either come late or left early or both on some occasion(s) or the other.

2. A number of times, mis-punches (missing marking the attendance either while coming to office or while leaving the office) have been recorded.

3. In view of this, the competent authority has directed that henceforth, the following should be strictly adhered to:-

a) All contractual engages have to be present in the office during the working hours as stipulated in the terms of their contract.

b) In case the biometric attendance machines are not functional for any reason, attendance must be recorded in the physical register available.

4. It is also informed that lapse in punctuality in future would be taken due cognizance of and may lead to administrative action including termination of engagement prior to completion of tenure of the stipulated tenure without notice.

5. This issue with the approval of the Competent Authority.

(H.S. Chhabra)
Deputy Director Admn. (A & G)”

6. The attendance particulars of the applicant are also very unsatisfactory.

7. Strictly speaking, the respondents are not under obligation at all to extend the engagement. Whatever may

have been the circumstances, on which the last extension was granted, they have every right to terminate the same without assigning any reasons. Once the method of functioning of the applicant was noticed in June, 2015, the respondents have decided to terminate the applicant and accordingly notice dated 08.07.2015 was issued.

8. The applicant claimed that he worked up to 07.08.2015. However, in para 10 of the counter affidavit, it is categorically mentioned that applicant did not attend the duties at all. There is no way that the applicant can claim any amount, without attending to duties.

9. The O.A is dismissed. There shall be no order as to costs.

(Aradhana Johri)
Member (A)

(Justice L. Narasimha Reddy)
Chairman

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