

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

**O.A No. 3844/2017**

Reserved on : 26.10.2018

Pronounced on : 16.11.2018

**Hon'ble Ms. Aradhana Johri, Member (A)**

Deepak Baghele, Age 37 years,  
Presently working as Section Officer  
in Translational Health Service & Technology,  
R/o House No.221/B,  
Main Mangol Bazar Road,  
Near Sargam Building Material Supplier,  
Sargam Vihar, New Delhi – 80.

...Applicant

(By Advocate : Mr. Padma Kumar S.)

Versus

Union of India through the

1. Secretary,  
(Chemicals & Fertilizers) & Chairman,  
Governing Body, IPFT,  
Department of Chemicals & Petrochemicals,  
Ministry of Chemicals & Fertilizers,  
Shastri Bhawan,  
New Delhi – 110 001.
2. Director,  
Institute of Pesticide Formulation Technology,  
Sector 20, Udyog Vihar,  
Gurugram-122016.
3. Executive Director,  
Translational Health Science &  
Technology Institute,  
NCR Bio-Tech Science Cluster,  
Faridabad-Gurgaon Express Way,  
PO, Box No.4, Faridabad-121001.

...Respondents

(By Advocate : Ms. Harvinder Oberoi)

**ORDER**

The applicant, Mr. Deepak Baghele was given an offer of appointment by Institute of Pesticide Formulation Technology (IPFT) i.e. respondent no. 2 vide letter No. IPFT/P&A/PF-88 dated 01.05.2008 (Annexure A/2). Thereafter, the contract of the service was signed on 09.06.2008 by which the appointment was confirmed for a period of 5 years and he was entitled to terminal benefits as applicable on the date of joining. The procedure for termination of the contract was also provided. On expiry of the period, a fresh contract was signed on 07.06.2013 for 5 years. During pendency of the contract, the applicant tendered technical resignation on 06.12.2013 and was relieved on 31.12.2013 to join a new assignment. He was not given gratuity and leave encashment. Clarification was sought from Department of Chemicals and Fertilizers i.e. respondent no. 1, who issued letter dated 05.09.2016 (Annexure A/11) which asked the respondent no. 2 to examine the matter in the light of the consolidated guidelines and any other guidelines/orders issued by the DoP&T and take appropriate action in the matter. Both the establishments i.e. respondents no. 2 & 3 are non pensionable and the new employer i.e., Institute of

Pesticides asked the old employer to transfer the terminal benefits.

2. Subsequently, after further examination letter dated 04.10.2016 was issued by IPFT which reads as under :-

“As advised, the subject matter was carefully examined with various Central Govt. Organisations including Govt. Autonomous Bodies in light of DoPT OM No. 28020/1/2010-Estt(C) dated 17.08.2016. It is found that “Technical Resignation” is not applicable to employees appointed on contract basis. Hence, any kind of resignation submitted by the contractual employee will be treated as deemed resignation.

As per Rule 26(1), CCS (Pension) Rules and Rule 39 (6)a(ii), CCS (Leave) Rules, resignation from a service or a post, unless it is allowed to be withdrawn in the public interest by the appointing authority, entails forfeiture of past service, i.e., the Government servant will not be entitled for any pension, gratuity or terminal benefits. However, he may be granted, suo moto, by the authority competent to grant leave, cash equivalent to the extent of half of such leave at his credit, subject to a maximum of 150 days. HPL will lapse.

In recent past, other benefits like gratuity were not released to the officials appointed on regular basis, who have served in this Institute for more than 5 years like Dr. P. K. Ramdas, Chief (F), Dr. A. S. Tomar, DC (BS), Dr. Sanyal, Specialist (A) and Mr. K. N. Mishra, Scientist (PP) based on above mentioned rules.

As we have already paid amount equivalent to 50% of Earned Leave balance to both employees. They are not entitled for any other benefits.”

3. Thereafter, the applicant made a representation to Secretary, (Chemicals and Fertilizers/Chairman, Governing Body, IPFT on 18.10.2016. No decision appears to have been taken on this representation.

4. It is the contention of the applicant that he tendered technical resignation from the post of Admin-cum-Purchase Assistant vide his letter dated 06.12.2013, which was accepted vide Director IPFT's endorsement on 18.12.2013 and he was relieved on 31.12.2013 accordingly. As contract provides for terminal benefits, therefore, gratuity and leave encashment should be paid by IPFT. He has also contended that IPFT has granted terminal benefits to one of its contractual employees Mr. Inderjeet Singh and also granted past services to another contractual employee Dr. Samsul Alam. He has further contended that Rule 17 of the CCS (Pension) Rules, 1972 stipulates that an employee on contract followed by another government service is entitled to service benefits under the contract. He has sought that the rejection conveyed as endorsement on letter dated 04.10.2016 be quashed and respondents IPFT be directed to send the terminal benefits viz. the gratuity and leave encashment to THSTI without any further delay.

5. Respondent no.1, Union of India, has opposed the application on several grounds including that of lack of territorial jurisdiction of this Court. They have contended that the applicant is not entitled to any gratuity or terminal benefits of Rule 26(1) of CCS (Pension) Rules, due to

resignation from service. Further, technical resignation does not apply in the case of contractual employees. The applicant's contract itself provides for the methodology of termination of contract/service. Respondents have further stated that five regular and contractual employees resigned from IPFT, who were not given gratuity because they have resigned. The only benefit that the applicant can get is the cash equivalent to half of his leave to his credit, which has already been given.

6. Heard Mr. Padma Kumar S., learned counsel for applicant and Mrs. Harvinder Oberoi, learned counsel for respondents.

7. The first point to be considered is that of territorial jurisdiction. Attention is drawn to order dated 13.10.2017 in PT/100/279/2017, by which the P.T has been allowed and directed that the O.A be filed before the Principal Bench of this Tribunal. This settles the issue of territorial jurisdiction.

8. The second point is regarding the technical resignation of the applicant. It is not doubt true that the technical resignation given by the applicant was accepted by Director, IPFT and he was relieved for the new assignment accordingly. However, on clarification of

existing rule position, it appears that technical resignation is not applicable to employees on contract basis.

9. On perusal of the contract, it is clear that the applicant is entitled to terminal benefits. At the same time, the methodology for termination of contract is three months' notice/three month's basic pay. The applicant has argued that had he allowed the contract to run its course and not gone for another contract, he would have got the terminal benefits, but, since his work was satisfactory and he entered into a new contract he is being penalised, so to speak, for it. He has pointed out the case of Mr. Inderjeet Singh, whose services were terminated on contract but was paid terminal benefits.

10. On perusal of the record, it emerges that a representation was given by the applicant on 18.10.2016 to the Secretary, (Chemicals and Fertilizers/Chairman, Governing Body, IPFT which does not appear to have been decided as yet.

11. It is hereby directed that the representation dated 18.10.2016 may be decided by Secretary, (Chemicals and Fertilizers/Chairman, Governing Body, IPFT keeping in mind all aspects of the matter. It may also be examined whether the case of the applicant and Mr. Inderjeet Singh

can be considered at par on the principle of equity. This exercise shall be done with a period of three months from the date of receipt of a certified copy of this order.

13. The O.A is therefore disposed of with the above directions. There shall be no order as to costs.

(Aradhana Johri)  
Member (A)

/Mbt/