

OA.No.170/00282-00286/2018/CAT/Bangalore Bench  
**CENTRAL ADMINISTRATIVE TRIBUNAL  
BANGALORE BENCH**

**ORIGINAL APPLICATION NO.170/00282-00286/2018**

**DATED THIS THE 15<sup>th</sup> DAY OF NOVEMBER, 2018**

**HON'BLE DR.K.B.SURESH, MEMBER (J)**

**HON'BLE SHRI C.V.SANKAR, MEMBER (A)**

1. P.Divya  
Aged: 26 years  
D/o Shri S.Puttaswamy  
Working as Administrative Assistant  
All India Institute of Speech & Hearing  
Manasagangotri, Mysore-570 006.
2. K.C.Meenakshi  
Aged 36 years  
W/o. B.C.Nagarajappa  
Working as Administrative Assistant  
All India Institute of Speech & Hearing  
Manasagangotri, Mysore-570 006.
3. A.L.Thanuja  
Aged: 38 years  
D/o Shri Leeladhar R.  
Working as Administrative Assistant  
All India Institute of Speech & Hearing  
Manasagangotri, Mysore-570 006.
4. Puneeth Kumar M.R.  
S/o Ramachandra  
Aged 28 years  
Working as Electronic Engineer  
All India Institute of Speech and Hearing  
Manasagangothri, Mysore-570 006.  
R/o No.2112, Dhanvanthri Road  
Devaraja Mohalla, Mysore-570 001.
5. K.Ramu  
S/o Krishne Gowda  
Aged: 29 years  
Working as Audio Visual Technician  
All India Institute of Speech and Hearing  
Manasagangothri, Mysore-570 006.  
C/o Sujay Kumar, B.A.  
# 287, Group-3, LIG  
KHB Colony, Hootagalli  
Mysore-570 018.

....Applicant

(By Advocate Sri Ranganath S.Jois)

Vs.

1. The All India Institute of Speech and Hearing  
"Naimisham" Campus  
Manasagangothri, Mysore-570 006  
Rep. by its Director.
2. The Union of India  
Rep. by its Secretary  
Ministry of Health and Family Welfare  
New Delhi-110 001.

...Respondents

(By Advocates Sri V.N.Holla for R2 and Shri K.Ananda for R1)

### ORDER

(PER HON'BLE SHRI C.V.SANKAR, MEMBER (ADMN))

The applicants have filed the present OA seeking the following relief:

- a) *Call for the entire records relating to the tender notification No.nil dated nil, published by the 1<sup>st</sup> respondent, vide Annexure-A11, peruse and declare the said Notification in replacing the services of the applicants by out sourcing being in gross violation of the principles laid down regarding the weightage of service, age relaxation as held by the Apex Court in the case of State of Karnataka Vs. Umadevi and others reported in 2006 (4) SCC and case of Dinesh Kumar Gautam in OA.No.1405/2011 vide Annexure-A12.*
  - b) *Issue a writ or direction to the respondents to provide to the applicants age relaxation/weightage for the services and incorporate the same in the Advertisement and there after proceed for selection to the said posts giving opportunity to the applicants to participate along with others, or re-advertise the post in accordance with law.*
  - c) *Issue a writ in the nature of mandamus directing the respondents to extend to the applicants the pay scale attached to the post hold by them from the date of their initial appointment till the date by applying the principles of equal pay for equal work and grant the arrears thereof.*
2. The applicants are all similarly situated persons working on contract basis with the respondents' organisation i.e. All India Institute of Speech and Hearing(AIISH) which is an autonomous body of the Ministry of Health and Family Welfare Services, Govt. of India. The copies of the appointment orders of the applicants and renewal from time to time are produced as Annexures-A6 to A10. They were being paid a consolidated salary without giving pay-

scale of the post. According to the applicants, the recruitment in AIISH are made at the institute level, the appointing authority being the Director of the Institute. The applicants have been appointed after due selection on contract basis as they have the qualification and they are serving the Institute with almost satisfactory work and they were assured that in the regular selection, their cases will be considered by giving weightage and also age relaxation. In the selection held in October 2016, the applicants were not given weightage and age relaxation. All the applicants have a specific grievance in relation to the non-consideration of their selection along with other candidates and non-giving of weightage to their contract services and the age relaxation. They are also aggrieved by the denial of equal pay for equal work under Article 14 & 16(1) and Article 39(d) of the Constitution and as per the law laid down by the Hon'ble Apex Court in the case of State of Haryana Vs. Jagjit Singh(2017(1)SCC).

3. They submit that their initial appointment was made after a due notification in the public and having been called for a test and other formalities. Their services have been continued from time to time and even recently in November 2017, they have been subjected to a Test and even in the said Test, they have successfully passed. They are not being paid the full salary attached to the post even though they are discharging the duties and responsibilities of the post as that of a regularly appointed employee. Since they have completed long period of service, they are entitled to be continued in service and be granted the pay-scale to the post. They are also entitled for the weightage for the regular appointment and age relaxation for the services rendered. Applicants No.2 & 3 have become age-barred for any other recruitment. Such being the case, a Tender Notification(Annexure-A11) has been issued by the 2<sup>nd</sup> respondent to outsource the services rendered by the

applicants thereby denying the livelihood of the applicants. As they are working in various Group-C posts and are qualified to be appointed in by UPSC or SSC, the proposal to disturb them by outsourcing is arbitrary and inhuman and violative of Articles 14 and 16(1) of the Constitution. And it is clear violation of the judgment of the Hon'ble Apex Court in the case of State of Karnataka Vs. Umadevi & others(2006(4) SCC P.1) which clearly provides that the persons working on daily/contract basis, should be provided weightage to their service on applying for regular selection and also age relaxation, if they become age barred by virtue of their services to the Institution. It also provided age relaxation and weightage for each year of service. Such procedure was not followed by the 2<sup>nd</sup> respondent. The applicants, in the present case, have been working for almost 6 to 9 years and therefore had sought for age relaxation and weightage, which was promised by the 2<sup>nd</sup> respondent. They are being continued without providing them the benefits of the judicial order.

4. They further submit that at the time of their initial appointment, they had qualified for the post and they were selected on the basis of the qualifying marks, they were not treated as fit along with the new entrants which is totally discriminatory and uncalled for. The action of the 1<sup>st</sup> respondent to replace the services of the applicants by outsourcing is totally illegal. Under similar circumstances, the Hon'ble Principal Bench, Delhi has allowed the application of Dinesh Kumar Gautam Vs. UOI in OA.No.1405/2011(Annexure-A12). Therefore, the entire selection has to be re-done after fixing weightage along with age relaxation to all the applicants. They are entitled the pay scale attached to the post which they are working and be allowed equal pay for equal work as per the law laid down by the Hon'ble Apex Court in the case of Jagjit Singh Vs. State of Punjab & Haryana(2017(1) SCC P.148). They are

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also entitled for the arrears of pay and allowances from the date of their initial appointment till date by computing the minimum pay scale of the post as they have been exploited by paying a consolidated salary which is gross violation of Article 14 16(10 & 34(d) of the Constitution of India.

5. The respondents have filed reply statement wherein they submit that the 1<sup>st</sup> respondent i.e. All India Institute of Speech and Hearing(AIISH), Mysore is an autonomous body under the Administrative control of Ministry of Health and Family Welfare and is wholly funded by the Govt. of India. The Director of the Institute carries out the functions under the guidance of the Executive Council and Bye-laws and Rules and Regulations framed by the Executive Council of the Institute. The 1<sup>st</sup> respondent Institution invited the tender vide Tender Notification dtd.22.11.2013(Annexure-R1) for providing manpower for the purpose of House Keeping etc. by the successful bidder/agency/contractor and as per which the contracts were given initially for a period of one year, subsequently, it was extended. Since the duration of earlier outsource agency was getting completed on 30.4.2018, the 1<sup>st</sup> respondent had issued the Tender Notification dtd.28.3.2018(Annexure-R2) inviting the tenders from the leading contractors/agencies for providing manpower for carrying out the work i.e. Housekeeping, Civil & Electrical Maintenance, Guest House Maintenance, Vehicle Maintenance etc. and other administrative works in the 1<sup>st</sup> respondent institution. Though the tender notification is nothing to do with the services of the present applicants, they approached the Tribunal and obtained interim order of stay of tender notification on 17.4.2018 by suppressing the facts and misleading the Court. The applicants have claimed certain age relaxation and service weightage to them at the time of direct recruitment to the regular posts. Admittedly, there is no provision for providing age relaxation and service weightage to the contract employees who are working for certain

period. The 1<sup>st</sup> respondent institution made recruitment as per the guidelines of the Govt. of India as on that date. The Govt. of India had issued an OM dtd.29.12.2015(Annexure-R3) stating that there is no interview for recruitment in so far all Gr.C, Gr.D posts and Non-Gazetted posts of Gr.B category and all such equivalent posts. Further, in Clause-2(f) of the said OM, it was made clear that 'Skill Test or Physical Test is different from the interview and they may continue. However, these tests will only be of qualifying in nature. Assessment will not be done on the basis of marks obtained in such tests'. On 15.2.2016(Annexure-R4), the Govt. of India issued one more OM in this regard and based on the same, 1<sup>st</sup> respondent institution formulated the guidelines for recruitment under Gr.B(Non-Gazetted) and Gr.C posts vide order dtd.15.3.2016(Annexure-R5). The 1<sup>st</sup> respondent Institution issued a recruitment notification on 25.10.2016(Annexure-R6) calling upon the eligible candidates to the post of Store Keeper, UDC, Accountant, Stenographer Gr.III, LDC and Clerk-cum-Typists. Thereafter on 23.5.2017(Annexure-R7), the 1<sup>st</sup> respondent Institution issued one more recruitment notification inviting applications from the eligible candidates for the posts of Technicians and other 9 categories of posts. Admittedly, in pursuance of the said notification, applicant No.4 & 5 have also filed their applications to the post of Technicians, but they did not fulfil the required criteria and therefore their applications were rejected. Aggrieved by the same, they filed OA.Nos.793/2017 and 794/2017 before this Tribunal which dismissed the same vide order dtd.17.1.2018(Annexure-R8 & R9).

6. It is submitted that as per the cadre strength and recruitment rules, Electronic Engineer post is a promotional post and the persons who have worked as Junior Technical Officer in the 1<sup>st</sup> respondent Institution for a period of 5 years will be eligible subject to fulfilling all other conditions for the promotion. Apart

OA.No.170/00282-00286/2018/CAT/Bangalore Bench from the regular post of Electronic Engineer, one post of Electronic Engineer which is a contract post was also approved for certain period as per the Govt. of India letter dtd.09/11.03.2010(Annexure-R10). The Finance Committee of the 1<sup>st</sup> respondent took a decision that, the said contract employees may be continued till upgradation of the proposal is approved and in this regard, the 1<sup>st</sup> respondent issued an OM on 14.5.2010(Annexure-R11). Thereafter, upon approval by the Dept. of Expenditure, Govt. of India for creation of 68 posts, the same was intimated to the 1<sup>st</sup> respondent by the 2<sup>nd</sup> respondent by its letter dtd.19.02.2016(Annexure-R12) wherein 2 posts of Technicians were approved to be appointed. As per the recruitment notification 23.5.2017, the selection process to fill up the regular posts of Technicians was already completed and 2 candidates viz., Sri.Pranesh V.M. and Sri.Vikram A were selected and appointed to the said 2 posts of Technicians and they are working in the regular technician posts from 31.1.2018 and 12.2.2018 respectively. It is submitted that in view of the regular appointment to the posts of Technicians, the contract service of the 4<sup>th</sup> applicant was no more required and hence, on completion of his tenure, he was relieved from his contract service. The copies of the appointment orders dtd.23.01.2018 are produced at Annexure-R13&R14.

7. The respondents further submitted that all the applicants were engaged on contract basis for various posts for the temporary period and they joined the Institute after having accepted the terms and conditions of contract appointment. The terms of contract appointment are clear, wherein it is stipulated as 'this offer does not confer any right or title to claim permanent appointment at AIISH, Mysuru'. Admittedly, applicants accepted these terms and conditions and reported for duty in the 1<sup>st</sup> respondent Institution. From this it is clear that the applicants cannot have any right based on the said contract

appointment to claim either age relaxation or service weightage and their claims are a clear attempt to gain a back door entry to the Institute having not been meritorious compared to the candidates selected for the respective posts. The copies of contract appointments and the declaration of the applicants are produced as Annexures-R15, R16, R17, R18 & R19.

8. Admittedly, the applicants 1 to 3 are working as Administrative Assistants and applicant No.5 as Audio Visual Technician as per the contract appointment and 4<sup>th</sup> applicant was relieved on 17.4.2018(Annexure-20) on completion of his contract tenure. The Hon'ble Apex Court in the case of State of Karnataka vs. Umadevi & Ors. has categorically stated that the contract employee has no right to continue in the service after expiry of the contractual period and it is not applicable to the present case as the applicants were appointed to the contract posts and not on the regularly sanctioned posts. More so, there is no continuity of service of the applicants and therefore, the applicants are not entitled to claim for regularisation. The 4<sup>th</sup> applicant has discharged the duties up to 23.4.2018 by signing the Attendance Register. It is admitted that allowing him to sign the attendance after expiry of the contract period is an error on the part of the Department concerned and this matter is being investigated departmentally and separate departmental action is initiated. Unless the contract is extended by an office order, the orders relieving him on 17.04.2018 stands valid and the 4<sup>th</sup> applicant cannot take shelter by just signing the Attendance Register claiming that, he was allowed to work beyond the contract period. The Institute has not allowed any employee to sign in the register after he/she is relieved unless otherwise indicated by the authority. In the present case, it is not indicated. The 4<sup>th</sup> applicant has malafide intention in taking photocopy of the attendance register and in taking documents in possession of the HOD. It is pertinent to state that the applicants in order to



produce the documents before this Court have stolen certain documents from the office of the 1<sup>st</sup> respondent and therefore, the 1<sup>st</sup> respondent Institution reserve its liberty to take action against the persons who have indulged in illegal acts including the applicants. The 4<sup>th</sup> applicant has produced copy of the Attendance register which was not issued by the 1<sup>st</sup> respondent and he has illegally obtained the same.

9. They submit that since there is no provision as per the Guidelines of Govt. of India to give service weightage and age relaxation to the contract employees who are working for certain period, the 1<sup>st</sup> respondent has not given the same in the regular selection process and therefore, the question of violating the Article 14, 16(1) and 39(d) of the Constitution does not arise. The claim of the applicants that they were not given equal pay for equal work is also not sustainable in the eye of law. In fact at the time of issuance of contract appointment order, it is clearly mentioned that, they will be paid a consolidated remuneration and no other allowances are admissible. By agreeing to these conditions, the applicants reported for duty and now they cannot turn around and claim equal pay. In view of the applicants agreeing to the said conditions, they are estopped from claiming anything else other than that mentioned in the contract appointment order. It is further submitted that the skill test conducted during 2017 was only to assess the continuity of the contract employees for the tenure of the contract for which they were employed and not for continuing them permanently. Therefore, mere passing the skill test will not create any right to the applicants to claim for regularization of their services. Though the applicants were well aware that, UPSC and SSC have no role in recruiting the employees to the 1<sup>st</sup> respondent institute, they have stated that, their services may be extended till the recruitment is made by UPSC and SSC which is not sustainable in the eye of law. At no point of time,

the 1<sup>st</sup> respondent Institute informed the applicants that, their services will be replaced by the outsourcing employees. In fact, the present tender was issued to provide manpower for the purpose of house-keeping and other maintenance work and therefore, the judgment passed by the Principal Bench of this Tribunal in OA.No.1405/2011 is not applicable to the facts of this case. On earlier occasion, the applicants No.4 & 5 have filed OAs.No.793/2017 and 794/2017 which were dismissed by this Tribunal holding that 'the question of equal pay for equal work and other relief cannot be filed in this case. He may seek other methodology'. However, the applicants have once again sought for the same relief along with the main relief. Therefore, the OA is liable to be dismissed.

10. The applicants have filed rejoinder reiterating the submissions already made in the OA. They submit that they challenged in this OA the very notification seeking to outsource and appoint employees on tender basis which is totally arbitrary and amounts to replacement of temporary employees by another set of temporary employees. Since the respondents have opened the tender in respect of the other works, there is no difficulty to the respondents to proceed. As per the interim orders, all the applicants will be continued in the services until further orders and until on the basis of the undertaking, the interim order has been granted. The respondents further stated that the services of the applicants is not covered in the Tender Notification as per para 12 and 13 of the application for vacating the stay. If that is the case, there is no reason to vacate the interim order and to continue the applicants, and therefore, the reply of the respondents is rejected. In respect of the 4<sup>th</sup> applicant who has since completed his tenure as contract appointment, from the date of last appointment in April, 2017, the respondents have tried to present as if the 4<sup>th</sup> applicant is working for only one year. The fact remains that he was initially

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appointed in 2011 after publication of notification and against the sanctioned post and the contract appointment having been regularly renewed from time to time, has put in nearly 8 years of service.

11. The applicants further submit that under similar circumstances, contract employees were appointed in the year 2005 namely Shri Narasimha Prasad, LDC, one Shri Chandrashekar, PRO and one Kum.Keerthi, who were regularised in the Institution though were earlier working on contract basis. Even in respect of the present applicants, at one stage, the Director of Respondent Institution had opined that the applicants are entitled for weightage and age relaxation so that they can be selected in the regular selection to the said posts. However, the applicants have been subjected to impugned action. The respondents are bound to provide age relaxation and weightage for the services rendered as per the judgment in Umadevi's case. In fact, the All India Institute of Medical Sciences(AIIMS), New Delhi which is also an autonomous institution like the respondent Institute under the same Ministry has made several recruitments in which the procedure followed is that the marks obtained in the Skill Test/ Written Test alone will be the criteria for selection and not the marks obtained in the qualifying examination. In the instant case, the 4<sup>th</sup> applicant who was a candidate for regular appointment was denied the weightage as also those secured higher marks in the test were denied selection on the basis of the marks in the qualifying examination which is not a relevant criteria. Therefore, the respondents have not adopted a proper criteria in selection. Copies of the notification of the AIIMS is produced as Annexure-A17. Even on the question of law, the Hon'ble Apex Court, has time and again, held that the temporary employees cannot be replaced by another set of temporary employees and they are entitled to be continued till the regular process of selection is made as per the decisions in

*State of Haryana vs. Piara Singh*(AIR 1992 SC P.2130) and *Ratanlal Vs. State of Haryana*(AIR 1987 SC P.479, 1985 (4) SCC P.43).

12. We have heard the Learned Counsel for both the parties who have filed their written arguments note. The Learned Counsels for the applicants and the respondents have made submissions reiterating the factual position and their points as highlighted by them in the OA, reply statement and rejoinder.
13. We have gone through the main contentions of the applicants and reply of the respondents and their written arguments note in detail. The main prayer of the applicants relates to the tender notification dtd.28.03.2018(Annexure-A11) relating to the outsourcing of services for the All India Institute of Speech & Hearing(AIISH). This Tribunal vide interim order dtd.09.05.2018 had permitted the going ahead of tender process with respect to the Housekeeping, Civil, Electrical, Garden and Vehicle Maintenance. Only with regard to the Office Maintenance, it was specifically ordered that 'it has to be specifically informed in the notification and other connected papers that it will not prejudicially affect the service of the applicants, as the matter is subjudice' and the interim order was modified accordingly. The interim order relating to the applicant No.4 being reinstated back to the original post was challenged before the Hon'ble High Court of Karnataka and the Hon'ble High Court in its order dtd.20.6.2018 in WP.No.21799/2018(S-CAT) has set aside the portion of the order relating to the reinstatement (Annexure-R25). The issue to be decided relates to only the question of the rights of the individuals who are contract employees for their continued employment, regularisation etc. As has been submitted by the respondents, the Institution is only outsourcing certain services for which the tender notification was issued. The respondents have also cited that this was in continuation of an earlier tender issued in the year 2013. However, we find

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that the 2018 tender notification has Office Maintenance and a few other services apart from the general maintenance of the hostel, garden etc. which was the scope of work in the earlier tender. Therefore, the question of quashing the tender in so far as the services of the applicants are concerned, the same cannot be done in view of the undertaking given by the respondents that even with regard to the Office Maintenance, the outsourcing shall not affect the rights of the applicants prejudicially. In other words, one set of contract employees cannot be substituted by another set of contract employees as ordered by the CAT, Principal Bench in the case of Dinesh Kumar Goutham vs. Union of India dtd.21.11.2011(Annexure-A12). The scope of work in the tender notification relating to the Office Maintenance does include data entry, administrative assistance, secretarial assistance etc. The same can be proceeded with if it is not the same kind of work that is being performed by the contract employees/administrative assistants namely the applicants No.1 to 3 in this OA.

14. The second relief sought for relates to the direction to the respondents to provide to the applicants age relaxation/weightage for the services and incorporate the same in the Advertisement and thereafter proceed for selection to the said posts giving opportunity to the applicants to participate along with others, or re-advertise the post in accordance with law. As has been submitted by the respondents, the recruitment rules have been framed for various posts and the respondents have also been issuing regular advertisements for the same. That process cannot be interfered with by this Tribunal. However, from the details of the posts approved for the respondent institute vide Annexure-R12, it is seen that under Group-C, 10 posts of Assistant Gr.II have been approved and so far no advertisements etc. appear to have been issued in this regard by the respondent institution. It is not in

dispute that the applicants have been working in the respondent institution purely on contract basis from August 2011(Applicant No.1), February, 2010(Applicant No.2) and May, 2013(Applicant No.3). It is clear that the appointments have been made on a contract basis and every year the contract has been renewed based on the requirements of the respondent institution. The respondent institution has every right to terminate the contract of the employees as and when the need for their services is over. The contract employees cannot claim for equal pay for equal work etc. and the same has already been dismissed by this Tribunal vide its orders in OA.No.793/2017 & 794/2017 dtd.17.1.2018 in relation to the applicants No.4 & 5. As has been contended by the respondents, there is no specific post approved with respect to the post being held by the Applicants No.1,2 ,3 & 5. Only in the case of Applicant No.4, there is an approved post of Electronic Engineer for which certain recruitment rules have been prescribed. The contention of the applicants No.4 & 5 for appointment to two posts of Technician has also been dismissed in the above referred OAs by this Tribunal. As such, it is clear that all the applicants do not have any right to claim regularisation and the various cases cited by them do not support their contention inasmuch as the posts they are occupying are not sanctioned posts and they were not recruited in terms of wide publicity and based on a set of procedures as per rules. Therefore, the only direction we would like to give to the respondent institution is to consider, without any prejudice or bias, the qualifications of Applicants No.1,2 & 3 at the time when the selection process for Assistant Gr.II is made by the Institute considering the years of service put in by the applicants No.1,2 & 3 if they are otherwise found suitable in the recruitment process. With respect to the applicant No.4, as has already been noted above, this Tribunal has not found merit in his being appointed to

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the post of Technician over more meritorious candidates vide  
OA.No.793/2017 order dtd.17.1.2018. As has already been discussed, he has  
been relieved w.e.f. 17.4.2018(actually relieved on 23.4.2018) and the  
Hon'ble High Court of Karnataka has also set aside the interim order of  
reinstatement passed by this Tribunal. We are unable to come to the  
assistance of applicant No.5 since no regular post is available for the  
designation held by him and it is for the respondent institution to take  
appropriate action if found necessary at the time of recruitment to the kind of  
work this person is engaged in.

15. The third prayer of the applicants with relation to the equal pay for equal work  
has already been disposed of by this Tribunal and as such does not need to  
be traversed now.

16. The OA is therefore disposed of with the above orders. No costs.

(C.V.SANKAR)  
MEMBER (A)

(DR.K.B.SURESH)  
MEMBER (J)

/ps/

**Annexures referred to by the applicants in OA.No.170/00282-00286/2018**

Annexure A1: Copy of the office memorandum dtd.22.8.2011  
Annexure A2: Copy of the office memorandum dtd.22.02.2010  
Annexure A3: Copy of the office memorandum dtd.08.05.2013  
Annexure A4: Copy of the office memorandum dtd.18.01.2013  
Annexure A5: Copy of the office memorandum dtd.31.08.2017  
Annexure A6: Copy of the series of Appointment dtd.05.11.2009  
Annexure A7: Copy of the series of Appointment dtd.02.02.2010  
Annexure A8: Copy of the series of Appointment dtd.06.05.2013  
Annexure A9: Copy of the series of Appointment dtd.07.01.2011  
Annexure A10: Copy of the series of Appointment dtd.29.10.2013  
Annexure A11: Copy of the Tender notification  
Annexure A12: Copy of the order dtd.21.11.2011 in OA.No.1405/2011

**Annexures with MA.180/2018 filed by the respondents:**

Annexure-R1: The copy of the Tender Notification dtd.21.11.2013  
Annexure-R2: Copy of the Tender Notification dtd.28.3.2018  
Annexure-R3: Copy of the OM dtd.29.12.2015  
Annexure-R4: Copy of the OM dtd.15.2.2016

Annexure-R5: Copy of the order dtd.15.3.2016  
Annexure-R6: Copy of the Contract Appointment order of the applicant No.1  
Annexure-R7: Copy of the Contract Appointment order of the applicant No.2  
Annexure-R8: Copy of the Contract Appointment order of the applicant No.3  
Annexure-R9: Copy of the Contract Appointment order of the applicant No.4  
Annexure-R10: Copy of the Contract Appointment order of the applicant No.5  
Annexure-R11: Copy of the Relieving Order dtd.17.4.2018 of the 4<sup>th</sup> applicant

**Annexures with rejoinder to MA.180/2018:**

-NIL-

**Annexures with reply statement:**

Annexure-R1: The copy of the Tender Notification dtd.21.11.2013  
Annexure-R2: Copy of the Tender Notification dtd.28.3.2018  
Annexure-R3: Copy of the OM dtd.29.12.2015  
Annexure-R4: Copy of the OM dtd.15.2.2016  
Annexure-R5: Copy of the order dtd.15.3.2016  
Annexure-R6: Copy of the Recruitment Notification in Advt.No.15/2016  
Annexure-R7: Copy of the Recruitment Notification in Advt.No.4/2017  
Annexure-R8: Copy of the order dtd.17.01.2018 passed in OA.No.793/2017  
Annexure-R9: Copy of the order dtd.17.01.2018 passed in OA.No.794/2017  
Annexure-R10: Copy of the letter dtd.09/11.03.2010  
Annexure-R11: Copy of the OM dtd.14.05.2010  
Annexure-R12: Copy of the letter dtd.19.02.2016  
Annexure-R13: Copy of the Appointment Order dtd.23.01.2018 issued to Sri.Pranesh V.M.  
Annexure-R14: Copy of the Appointment Order dtd.23.1.2018 issued to Sri.Vikram A.  
Annexure-R15: Copy of the Contract Appointment order of the applicant No.1  
Annexure-R16: Copy of the Contract Appointment order of the applicant No.2  
Annexure-R17: Copy of the Contract Appointment order of the applicant No.3  
Annexure-R18: Copy of the Contract Appointment order of the applicant No.4  
Annexure-R19: Copy of the Contract Appointment order of the applicant No.5  
Annexure-R20: Copy of the Relieving Order dtd.17.4.2018 of the 4<sup>th</sup> applicant  
Annexure-R21: Copy of the Relieving Order dtd.17.6.2016  
Annexure-R22: Copy of the Relieving Order dtd.03.05.2017  
Annexure-R23: Copy of the Relieving Order dtd.13.02.2018  
Annexure-R24: Copy of the Relieving Order dtd.23.01.2018  
Annexure-R25: Copy of the order dtd.20.06.2018 passed in WP.No.21799/2018(S-CAT)

**Annexures with rejoinder:**

Annexure-A13: Copy of the latest Assessment of the Services of the respondents  
Annexure-A14: Copy of the renewal of the order of the appointment Sri Ravi dtd.13.4.2018  
Annexure-A15: Copy of the renewal of the order of the appointment Sri M.M.Sharanayya dtd.3.5.2018  
Annexure-A16: Copy of the C&R rules  
Annexure-A17: Copy of the Notification of the All India Institute of Medical Sciences, New Delhi in similar recruitment



