

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

O.A. No.2194 of 2018

This the 7th day of February 2019

**Hon'ble Ms. Nita Chowdhury, Member (A)
Hon'ble Mr. S.N. Terdal, Member (J)**

Shri Nand Kishor
Junior Mechanic (Mechanical Engineering)
Age about 32 years,
s/o late Sh. Chandrakant Jha
r/o 110A, D-Block, Anand Vihar,
Najafgarh, South-West,
New Delhi-110043.

....Applicant
(By Advocate : Mrs. Rashmi Chopra)

VERSUS

1. Govt. of N.C.T. of Delhi,
Through its Chief Secretary,
I.P. Estate, Delhi.
2. Secretary,
Department of Training and Technical Education,
Muni Maya Ram Marg,
Pitampura, Delhi-110088.
3. The Principal
Ch. Bharm Prakash Government
Engineering College,
Jaffarpur, Delhi-110073.

.....Respondents
(By Advocate : Shri Anuj Kumar Sharma)

O R D E R (Oral)

Ms. Nita Chowdhury, Member (A):

Heard learned counsel for the parties and perused the material placed on record.

2. The grievance of learned counsel for the applicant in this case is with regard to restoration/extension of his contract period w.e.f. 01.03.2018 to 28.2.2019.

3. On a query raised to learned counsel for the applicant, it was informed that applicant is seeking extension of contract in this case whereas he has not challenged the order dated 2.5.2018 vide which the respondents have informed the applicant that contract of the applicant has not been extended any further by the competent authority. Hence, it is found that learned counsel for the applicant has not been able give any satisfactory reply to the said query. Since in this case the order of rejection of extension of contract of the applicant has not been challenged, this Court is not in a position to give any relief to the applicant against the order which is not impugned.

4. It is the specific contention of the respondents that applicant was given the contract by the respondents with certain terms and conditions which clearly provide that the engagement of contractual staff was temporary and only till the same are filled through regular appointment, the following relevant conditions are as follows:-

“Condition No.5: “The Contractual staff shall take full classroom/laboratory/workshop/library etc. load as prescribed in the curriculum and any other assignment assigned by the institute.”

Condition No.10: “ The Contractual staff shall assist the institute as per the duties assigned to him/her or any other work assigned by the institute.”

The said contract was executed only due to paucity of staff. However, he not only refused to carry out official work but constantly misbehaved with staff/faculty-Incharge and his work and conduct was not considered satisfactory. Therefore, the competent authority did not incline to extend the contract of the applicant. Counsel for the respondents further contended that the applicant is a reluctant worker and misbehaves with faculty and other staff members regularly. However, the competent authority has not chosen to pass any stigmatic order and chosen not to extend the contract of the applicant and as such there is nothing illegal in the action of the respondents.

5. It is a settled legal position that extension of contract cannot be claimed as a matter of right.

6. In view of the above facts and circumstances of this case, the present OA is found to be devoid of merit and hence the same is accordingly dismissed. There shall be no order as to costs.

(S.N. Terdal)
Member (J)

(Nita Chowdhury)
Member (A)

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