

**CENTRAL ADMINISTRATIVE TRIBUNAL
HYDERABAD BENCH
HYDERABAD**

OA/021/36/2013

Dated: 06/06/2019

Between

Y. Uma Mahesh,
S/o. Late Y.S.V.V. Prasada Rao,
Aged about 36 years, Scientist,
O/o. Centre for Cellular and Molecular Biology,
LaCONES, CCMB, Uppal Road,
Hyderabad - 500 007.

... Applicant

AND

1. Union of India rep. by
Council of Scientific and Industrial Research
Rep. by its Director General,
Anusandhan Bhavan, 2, Rafi Marg,
New Delhi - 110 001.
2. Centre for Cellular and Molecular Biology
Rep. by its Director, Uppal Road,
Hyderabad - 500 007.

... Respondents

Counsel for the Applicant	:	Mr. J. Sudheer
Counsel for the Respondents	:	Mrs. K. Udaya Sri, SC for CSIR

CORAM :

Hon'ble Mr. Justice L. Narasimha Reddy, Chairman
Hon'ble Mrs. Naini Jayaseelan, Admn. Member

ORAL ORDER

(Per Honøble Mr. Justice L. Narasimha Reddy, Chairman)

The applicant was appointed as a Scientist -Bø in the CCMB on ad hoc basis, on 16.8.2007, through an order dated 3.8.2007. In the same month, the respondents issued advertisement, inviting applications for appointment of Scientists of different categories on contract basis, for the purpose of LaCONES project. The applicant responded to the same and was selected as a Scientist (Junior Scale) with post Code No.LCS 3. An offer of appointment was issued and on acceptance of the same, an order of appointment was issued on 3.10.2007. He was put in the pay scale of Rs.8000-13500/- and in the order itself it was mentioned that the appointment is on contractual basis for a period of five years.

2. Through an order dated 16.4.2012, the applicant was informed that his contract came to end w.e.f. 31.3.2012. This O.A. is filed with a prayer to direct the respondents to continue him beyond January, 2013 as a regular Scientist B and to declare the action of the respondents in treating the appointment of the applicant on contract as illegal, arbitrary and contrary to the law. Other reliefs are also prayed for.

2. The applicant contends that the procedure which is applicable for regular appointments, has been followed in his case and that he was also put in the regular scale of pay. It is contended by him that though it is mentioned in the order of appointment that it is on contractual basis, it has all the attributes of regular appointment and the respondents are under obligation to continue him.

3. A detailed counter affidavit is filed by the respondents opposing the O.A. It is stated that the advertisement was issued clearly mentioning that the proposed appointments are contractual in nature and for the purpose of a specific project, and as such the plea of the applicant cannot be accepted. It is stated that the applicant knew very well that the appointment was on contractual basis and he is precluded from raising any plea to the contrary, at this stage.

4. We heard Sri Prem Joy representing Sri J. Sudheer, learned counsel for the applicant and Sri Vidya Sagar representing Smt. K. Udaya Sri, learned Standing Counsel for CSIR.

5. The applicant responded to the advertisement, vide Notification No.6/2007 issued in August, 2007. The preamble thereof reads as under:

öApplications are invited from candidates who are bonafide Indian citizens and having consistently good academic record for the following contract positions in the LaCONES project:ö

Six categories of posts were advertised and all of them are with reference to the Project mentioned in the advertisement. The applicant was selected as a Scientist (Junior Scale). The order of appointment dated 3.10.2007 reads as under:

ö On the recommendations of the Selection Committee which met on 1.10.2007, I am pleased to offer you a position of Scientist on contract in the LaCONES Project (Laboratory for Conservation of Endangered Species) on an initial pay of Rs.8550/- p.m in the scale of pay of Rs.8000-275-13500/-. The detailed terms and conditions of your appointment on contract are given in the annexure attached herewith.

In case you accept the terms and conditions, you may report for duty immediately, but in any case, not later than 15 days from the date of this offer, failing which, the offer will be treated as cancelled.ö

6. The terms and conditions of appointment are appended to the order.

Condition (1) thereof reads as under:

ö1) Your appointment as a Scientist in the scale of pay of Rs.8000-275-13500/- in the LaCONES Project is on contract for a period of five years which can be terminated with one month notice.ö

From the above it is clear that:

- a) the appointment is contractual in nature, and;
- b) the appointment is for five years

7. In case the applicant had any reservation about these conditions, he ought to have made it very clear at this stage and in fact, could have declined to join, if the conditions were not acceptable to him. The record discloses no demur, whatsoever in this behalf and he joined the service on 16.04.2012, accepting the conditions. The applicant was informed that his contract in respect of the post came to an end w.e.f. 31.3.2012. It was only in the month of December 2012 that the applicant filed this O.A., that too with a prayer that he be continued beyond January, 2013.

8. The applicant contends that the policy of the Government is to discourage contractual appointments and in that view of the matter, the impugned order cannot be sustained. If that plea is accepted, the very appointment of the applicant becomes shaky. Further, it is for the respondents to arrange their works and affairs. It is not uncommon that

whenever a project of temporary duration is conceived, the appointments are bound to be made exclusively for the purpose of that project. With the conclusion or completion of the project, the appointments also come to an end. Viewed from any angle, we do not find any merit in the O.A. and it is accordingly dismissed. There shall be no order as to costs.

(NAINI JAYASEELAN)
MEMBER (ADMN.)

(JUSTICE L. NARASIMHA REDDY)
CHAIRMAN

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