

**CENTRAL ADMINISTRATIVE TRIBUNAL
CHANDIGARH BENCH
(CIRCUIT BENCH AT SHIMLA)**

ORIGINAL APPLICATION NO.063/1153/2019
DECIDED ON : 08.11.2019

**CORAM: HON'BLE MR. SANJEEV KAUSHIK, MEMBER (J) &
HON'BLE MR. MOHD. JAMSHED, MEMBER (A)**

Sonika wife of Sh. Pankaj Sharma, Resident of House No. 106/1/13,
Near Gita Bhawan, Paddal, Mandi Town, District Mandi, H.P.-175 001.

.....Applicant

(BY ADVOCATE: MR. G.R. PALSRA)

Versus

1. Central Council for Research in Ayurveda Sciences, Department of Ayush MOH&FW Government of India through its Director General Jawahar Lal Nehru, Bhartiya Chikitsa Evam Homeopathy Anusandhan Bhawan No. 61-65, Industrial Area, Opposite D-Block, Janakpuri, New Delhi – 110 058.
2. Ayurveda Regional Research Institute, Gandhi Bhawan, Mandi, District Mandi, H.P. through its Officer-in-Charge-175 001.

.....Respondents

ORDER (ORAL)

SANJEEV KAUSHIK, MEMBER (J)

1. The applicant is before this court, seeking issuance of directions to the respondent No. 2, where she was working, to allow her services to continue as Data Entry Operator

2. Heard Sh. G.R. Palsra, learned counsel for the applicant. He vehemently argues that the applicant was appointed as a Data Entry Operator vide appointment letter dated 10.08.2017 purely on contract basis. She joined and continued as such. Her contract was extended by another six months vide letter dated 23.02.2018 and her period of contract was extended upto 25.08.2018. Learned counsel

submitted that during the period from 26.02.2018 to 25.08.2018, the applicant was in family way and respondent No. 2 wrongly and illegally dispensed with her services in order to devoid maternity benefits. At that time, some other contractual employee was engaged by them.

3. Learned counsel argued that in terms of the policy governing the service conditions of the contractual staff, a person can continue on contractual basis for a maximum period of three years or more. He submitted that after dispensing the services of the applicant, the respondents appointed one Smt. Asha Devi. She also worked in the department upto 23.04.2019. Thus, he submitted that the action of the respondents in dispensing with the services of the applicant, while she was in family way, is liable to be set aside.

4. On a query raised by this court that after dispensing the services of Ms. Asha Devi who was appointed on contractual basis upto 23.04.2019, whether the respondents have engaged some other person afresh, the response was in negative.

5. Learned counsel further submits that let the court issue directions to the respondent No. 2 to engage the services of the applicant.

6. We are not inclined to issue such directions to the respondents as the respondents are well within their right to engage or not engage the persons on contractual basis. If the respondents decide to engage some person on contractual basis in future, the applicant has first right to be engaged, but there is no such averment made on behalf of the respondents that they have appointed some person against that post till date.

7. In view of the foregoing, it is directed that whenever respondents decide to fill up the post occupied by the applicant earlier on contractual basis, they shall consider the claim of the applicant on compassionate grounds.

8. OA stands disposed of with the above directions.

(MOHD. JAMSHED)
MEMBER (A)

(SANJEEV KAUSHIK)
MEMBER (J)

PLACE: SHIMLA
Dated: 08.11.2019
ND*

