

**CENTRAL ADMINISTRATIVE TRIBUNAL
PRINCIPAL BENCH**

OA No.4241/2014

New Delhi, this the 26th Day of November, 2019

**Hon'ble Mrs. Justice Vijay Lakshmi Member(J)
Hon'ble Mr. Pradeep Kumar, Member (A)**



1. Shri Anandi Dev Age 37 years
S/o Shri Lalji Chaturvedi
Health & Malari Inspector
R/o B-276 Ayurvigyan Nagar
New Delhi-49.
2. Shri Om Prakash Bhati, Age 27 years
S/o shri Brigunath Ram
Health & Malari Inspector
R/o Gandhi Kusth Niravan Pratisthan
Bhabva, D1-Kaimur, Bihar
3. Shri Abhimanyu, Age 27 years
S/o Shri Pooran Chand
Health & Malari Inspector
R/o VP-Ballabgarh (Nagla-Golawash)
The-Bhusawer, Dist. Bharatpur
Raj. 321409.
4. Shri Meenu Rani, Age 33 years
D/o Shri Deep Chand
Health & Malari Inspector
R/o C-9, Yamuna Vihar, Delhi-53.
5. Shri Sanjeev Kumar, Age 33 years
S/o Shri Raj Kumar
Health & Malari Inspector
R/o RZ-19/209 St. 4 West
Sagarpur, New Delhi-46

All the applicants working
Under DRM, Delhi Northern Railway,
New Delhi.

...Applicants

(By Advocate: Ms. Meenu Mainee)

Vs.

Union of India through

1. Secretary, Railway Board
Ministry of Railways
Rail Bhawan, New Delhi.
2. General Manager
Northern Railway
Baroda House
New Delhi.
3. Divisional Railway Manager
Northern Railway
State Entry Road
New Delhi
4. Secretary, Railway Recruitment Board
Chandigarh. ...Respondents

(By Advocate: Shri Shailendra Tiwary)

Order (Oral)

Hon'ble Mr. Pradeep Kumar, M(A)

The applicants herein were engaged on contract basis for a period of one year to work as Health and Malaria Inspector at Delhi Division of Northern Railway for the period from 30.06.2009 to 30.06.2010. They had initially joined on 09.10.2009 and the said contractual assignment has been extended from time to time, though there were certain gaps in two consecutive contractual assignments. The said contractual assignments had



come to an end on 30.06.2018 when regularly selected candidates, from Railway Recruitment Board, joined the Delhi Division.

2. Applicants were queried whether there are some contractual Health and Malaria Inspectors are working in Delhi Division. It was confirmed that at present there is no contractual Health & Malaria Inspector in Delhi Division.



3. The applicants had pleaded in the instant OA that they need to be considered for regularization in terms of the judgment passed by the Hon'ble Tribunal at Mumbai in OA No.207/2014 and batch wherein a common order was passed on 24.06.2014. The operative para of the said Order reads as follows:

"28. However, having regard to the settled position of law as enunciated by the Hon'ble Supreme Court in various decisions, we are of the view that the impugned letter dt. 17.1.2014 does not warrant interference of this Tribunal. The Railway Authorities will be free to appoint the candidates selected by the Railway Recruitment Board in the vacant posts of Health Inspector, Staff Nurse and Pharmacists. However, in the peculiar facts and circumstances of the case, we direct the respondents to consider the engagement of the applicants who would be displaced by the candidates selected by the Railway Recruitment Board in any existing vacancy or future vacancy or in any other suitable position to discharge duties of para medical staff under the Railways. It would be open to the applicants to participate in the selection process for appointment in the

regular posts of Health Inspector, Pharmacist and Staff Nurse whenever regular vacancy will arise. The respondents are directed to consider the case of the applicants sympathetically waiving age restriction and giving weightage for the service they have rendered as health Inspector, Pharmacist and Staff Nurse as para-medical staff.”



4. The applicants plead that they will be satisfied if similar directions are given in the instant OA also.
5. The respondents pleaded that the terms and conditions of said offer of contractual assignments had following specific clauses:-

“Officer of Appointment

7. It is made clear that their empanelment is on contractual basis and will not confer any right for their regular appointment in future and they have to apply for your regular appointment in Railway Recruitment Board as and when advised for the post is notified.”

“Terms and Conditions:-

“2. The full time contractual appointee who enters into contract with the Railway will not have any claim or right for his/her continuity in service or automatic extension of the term of contract.

3. During the validity of contract, the contractual appointee will be at liberty to terminate the contract for betterment or his/her career or on any other ground by giving 15 days notice to the Railway. The contract can also be terminated by the railway at any time during the contract by giving 15 days notice without assigning any reason whatsoever. Contract shall

also be terminated if the contractual appointee is found to be mentally or physically incapacitated.

9. The contractual appointee is not entitled for Railway facilities like Pass/PTO, Medical Treatment and Accommodation etc for self or dependent."

The selection procedure for regular employees is through public examination held by Railway Board. Applicants have not been recruited through RRB. The terms of contractual appointment also prohibit any regularization. The OA is without merit.

6. The matter has been heard. Ms. Meenu Maine, learned counsel represented the applicants. Shri Shailendra Tiwari, learned counsel represented the respondents.

7. The present OA is disposed of in terms of the decision given by the Mumbai Bench of the Tribunal on 24.06.2014 in OA No.207/2014 with a further proviso that Respondents may consider to take necessary action as per extent policy in force.

There shall be no order as to costs.

Pending MAs are also disposed of.

(Pradeep Kumar)
Member(A)

(Justice Vijay Lakshmi)
Member(J)

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