

Sanjeev Kumar Agarwal Vs. Engineers India Ltd. and ors.

Sanjeev Kumar Agarwal Vs. Engineers India Ltd. and ors.

SooperKanoon Citation : sooperkanoon.com/462770

Court : Allahabad

Decided On : Feb-05-2002

Reported in : 2002(2)AWC1037; [2002(93)FLR479]; (2002)2UPLBEC1430

Judge : M. Katju and ;S.K. Singh, JJ.

Appeal No. : C.M.W.P. Nos. 27821, 16278 and 40837 of 2000

Appellant : Sanjeev Kumar Agarwal

Respondent : Engineers India Ltd. and ors.

Advocate for Def. : P.K. Mukherji, S.C.

Advocate for Pet/Ap. : Satya Prakash Singh, Adv.

Disposition : Petition dismissed

Judgement :

M. Katju, J.

1. This writ petition has been filed against the impugned orders dated 3.1.2000 and 19.1.2000 Annexures-1 and 2 to the writ petition.

2. We have heard learned counsel for the parties.

3. The petitioner was appointed initially by the order dated 3.1.2000 in the service of the respondent No. 1 vide Annexure-1 to the writ petition. This order dated 3.1.2000 states that the petitioner was appointed on contract basis till 12.1.2000. Thereafter by letter dated 19.1.2000 the period of his contractual appointment was extended for a further period of three months, i.e., till 11.4.2000 vide Annexure-2 to the writ petition. This order states that the contract will stand automatically terminated on the expiry of the extended period. Subsequently, on 6.12.1993 the petitioner was given appointment on purely ad hoc and contractual basis for a period not extending beyond three years unless terminated earlier vide Annexure-3 to the writ petition.

4. The petitioner was thereafter interviewed for the post of Senior Engineer (Civil) vide interview letter dated 3.4.1996 Annexure-5 to the writ petition and thereafter on 21.11.1996 he was appointed as Senior Engineer (Civil) vide Annexure-6 to the writ petition. This appointment was also on ad hoc and contractual basis for a period not extending three years. This appointment was further extended by one year on 10.6.1999 or till his service is required at the project, whichever is earlier vide Annexure-7 to the writ petition. Subsequently, by the impugned order dated 19.6.2000 Annexure-1 to the writ petition he was informed that at the expiry of the extended period of his contractual appointment, he will be relieved on 30.6.2000. Aggrieved, this petition has been filed in this Court.

5. A counter-affidavit has been filed by the respondent and we have perused the same. In paragraph 9 of the counter-affidavit, it is stated that for execution of the project, the respondent company deposes engineers to the project site from its regular strength and also employs on ad hoc basis according to the need and requirement of the project. In paragraph 11 of the counter-affidavit, it is stated that to meet additional temporary requirement of manpower flowing from execution of the project, staff is engaged on ad hoc basis for specified period. However, the contract is not extended after reduction of work at the project site. The respondent was given only a contractual appointment, He was initially appointed at Gandhi-Dham site where he Joined on 17.2.1994. On completion of his work his service could have been terminated as per terms and conditions of the contract but since work was available with the respondent company at the project at Auraiya, he was

transferred there vide Annexure-C.A. 3 to the counter-affidavit. Subsequently, the respondent company advertised for the appointment of Engineers/Senior Engineers on contract basis for a period of three years for its construction sites vide advertisement dated 14.12.1995 vide Annexure-C.A. 4. The petitioner was interviewed and appointed on contract basis for a period not exceeding three years w.e.f. 1.7.1996 vide Annexure-C.A. 5 to the counter-affidavit. His employment came to an end on 30.6.1999 but his service was extended by one year since the work was available at Auraiya project or till his service was required at this project, whichever was earlier. Hence his employment came to an end on 30.6.2000. In paragraph 21 of the counter-affidavit, it is stated that the petitioner was never promoted as Senior Engineer but he was subsequently interviewed as Senior Engineer and was given a fresh contractual appointment as Senior Engineer. In paragraph 22 of the counter-affidavit, it is stated that at present services of all contractual engineers have come to an end as per the terms and conditions of that appointment at various projects of the respondent company all over India except Jaiveer Singh Rana who got a stay order from this Court in Writ Petition No. 16278 of 2000 but Jaiveer Singh Rana is idle and having no work but being paid salary on account of the Interim order dated 4.4.2000. In paragraph 24 of the counter-affidavit, it is stated that regular employees of the respondent are over-staffed and it has floated voluntary retirement scheme even for regular employees. In paragraph 25 of the counter-affidavit, it is stated that the respondent company does not have sufficient work even for its regular employees at present. A similar dispute was raised by three engineers and one accountant who were employed on contractual basis in Gujarat but the writ petitions were dismissed by the Gujarat High Court vide judgment dated 16.9.1998 Annexure-C.A. 7 to the counter-affidavit. Against that Judgment, the S.L.P. was dismissed by the Supreme Court. True copy of the order of the Supreme Court is Annexures-C.A. 9 and 10 to the counter-affidavit.

6. In our opinion, since the petitioner was purely on contract basis and, was given time bound appointment, he has no right to continue. The respondent company has stated that it has no work even for its regular employees, what to say of contractual employees, and we cannot force the respondent to continue the service of the petitioner.

7. For these reasons there is no force in this petition it is dismissed accordingly.

SooperKanoon - India's Premier Online Legal Search - sooperkanoon.com