

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.9139 of 1999

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Satya Narayan, Son of Sri Beni Prasad, R/o Village-Gaurahar, P.O.-Rampur,
P.S.-Saini, District-Allahabad (U.P.) “Koshambi”.

... .. Petitioner/s

Versus

1. The Union of India through the Secretary, Ministry of Home Affairs, Govt. of India, Lodipur, New Delhi.
2. The Director General of Central Industrial Security, New Delhi.
3. The Inspector General, Central Industrial Security Force, Eastern Sector, Head Quarter, 19 Telegraph Colony, Kidwaipuri, Patna-1.
4. The Deputy Inspector General of Central Industrial Security Force, Eastern Zone, Headquarter, 19 Telegraph Colony, Kidwaipuri, Patna-1.
5. The Group Commandant, Central Industrial Security Force, Group Headquarter, Bailey Road, Jalalpur, P.O.-Danapur Cantt., Patna-503, at present Kurji, Balupar, Patna-10.
6. The Officer-In-Charge, Central Industrial Security Force Unit, F.C.I. (FSD), Mokamah, District-Patna (Bihar).

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr. Shanti Pratap, Adv.
For the Respondent-Union of India : Mr. Rajesh Kr. Verma, C.G.C.

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CORAM: HONOURABLE MR. JUSTICE ASHUTOSH KUMAR

ORAL JUDGMENT

Date : 26-11-2018

Heard Mr. Shanti Pratap, the learned Advocate
for the petitioner and Mr. Rajesh Kumar Verma, the learned
Central Government Counsel.

2. The services of the petitioner, who was
appointed in Central Industrial Security Force (*in short the*
CISF) as a Constable on 10.08.1993, was terminated during
the period of probation for his unsatisfactory performance.



3. By order dated 08.08.1997, contained in memo No. 5436, issued under the signature of the Deputy Inspector General, CISF, Eastern Zone, Headquarter, Patna, the services of the petitioner was terminated with effect from 09.08.1997, finding the probationary period of the petitioner being totally unsatisfactory. The appeal preferred by the petitioner before the Inspector General, CISF was also dismissed *vide* order dated 01.03.1999, contained in office order No. 1036.

4. Both the aforesaid orders are under challenge in the present petition.

5. Certain facts, which would be necessary for deciding this case, are as here under:

After having been appointed in CISF as a Constable on 10.08.1993, the petitioner was required to undergo probation for a period of two years. Normally, the period of probation would have been over by 1995, but since the performance of the petitioner was dismal, his probation period was extended thrice. The first extension of his probation period was for a period of six months and he was



directed to undergo probationary training up-till 09.02.1996. Finding his performance to be still unsatisfactory, there was another extension of the probation period up-till 09.08.1996, *i.e.*, again for a period of six months. Thereafter, the period of probation was extended for a further period of one year which was likely to end on 09.08.1997, if the petitioner would have shown any promise.

6. Earlier also, the services of the petitioner was found to be unsatisfactory and he was served with a penalty of reduction of pay-scale to the lowest minimum level.

7. It appears from the records of the petitioner that he had become habituated of remaining absent without leave. The details of the period of his absence during the period of probation in an unauthorized manner is not necessary to be noted down. What is relevant to point out here is that if the services of the petitioner as a Constable in a Para Military Force, like CISF, was found to be unsatisfactory, it was well within the powers of the superior authorities to terminate his services.

8. This was not termination simplicitor, but end



of a contractual relationship between the employer and the employed. This may not be taken as stigmatic or punitive.

9. It would also be relevant here in this context to refer to the relevant provisions of the Central Industrial Security Force Rules, 1969. Chapter-IVA of the Rules, which deal with Direct Recruits in the CISF, specifies under Clause-15 that "at the time of appointment, every member of the force shall execute an agreement in the form in Appendix-A". Appendix-A is a declaration of the employee addressed to the President of India, whereby he agrees and undertakes, apart from other things, that "he understands and agrees that his services could be terminated by the Deputy Inspector General, CISF at any time during the period of his initial training or the period of his probation thereafter on issue of notice of one month or the tender of one months' pay in lieu of such notice or on his failure to pass the final examination of the initial training course".

10. A high-level of discipline and dedication is required to be reflected in a personnel working in a Para Military Force. Since the past conduct of the petitioner was



not in tune with the requirements expected of a Constable of CISF, and the petitioner could not satisfactorily complete the probation period, the agreement between him and the CISF, the organization in which the petitioner was appointed as a Constable, was terminated.

11. There is no occasion for this Court to interfere with the decisions of the respondent authority, viz., the CISF, referred to above.

12. The petition is dismissed.

(Ashutosh Kumar, J)

Praveen-II/-

AFR/NAFR	NAFR
CAV DATE	N/A
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