

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.8066 of 2020

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Syed Asim Ahmad S/o Syed Hesamuddin, Resident of Flat No. 302, Nisa Apartment, Near Dadiji Mandir, Bank Road, P.O.-G.P.O., P.S. Gandhi Maidan, District-Patna-800001.

... .. Petitioner/s

Versus

1. The Union of India through the Secretary, Department of Personnel and Training, North Block, Central Secretariat, New Delhi-110001.
2. The Chairman, Central Administrative Tribunal, 61/35 Copernicus Marg, New Delhi-110001.
3. The Principal Registrar, Central Administrative Tribunal, 61/35 Copernicus Marg, New Delhi-110001.
4. The Deputy Registrar (E), Central Administrative Tribunal, 61/35 Copernicus marg, New Delhi-110001.
5. The Registrar, Central Administrative Tribunal, Patna Bench, Niyojan Bhawan D-Block 1st to 4th Floor, Income Tax Circle, Bailey Road, Patna-800001.
6. The Head Of Office Private Secretary/Section Officer, Central Administrative Tribunal, Patna Bench, Niyojan Bhawan D Block 1st to 4th Floor, Income Tax Circle, Bailey Road, Patna-800001.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr.Fakhruddin Ali Ahmad
For the Respondent/s	:	Mr.Dr.K.N.Singh (ASG)
	:	Ms.Renuka Sharma

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CORAM: HONOURABLE MR. JUSTICE CHAKRADHARI SHARAN SINGH

ORAL ORDER

12 04-09-2021 This matter has been taken up for hearing online because of COVID-19 pandemic restrictions.

The Central Administrative Tribunal, Patna Bench had come out with a notice inviting tender on 30.10.2012 for purchase of Desktop Computers, Laptop Computers and Annual Maintenance Contract for Computer/Printer/Server and accessories items and also for data feeding of cases and report



preparation etc. It is the petitioner's case that he had responded to the said tender noticed for award of the work of data feeding of cases and report preparation. It is his further case that upon submission of the bid for the work of data feeding and preparation of report, he was awarded the contract with the issuance of communication dated 20.11.2012 issued under the signature of Deputy Registrar, Central Administrative Tribunal, Patna Bench. It is the petitioner's case that he continued thereafter from 20.11.2012 to work as Data Entry Operator at the Central Administrative Tribunal, Patna Bench with minor interruptions. Subsequently, by an order dated 09.07.2019 issued by the Central Administrative Tribunal, Principal Bench, New Delhi, the petitioner's contract was denied to be extended. The petitioner challenged the said communication dated 09.07.2019 of the Principal Bench of the Central Administrative Tribunal, Principal Bench, New Delhi and a consequent communication dated 18.07.2019 issued by the Central Administrative Tribunal, Patna Bench by filing a writ application, which gave rise to C.W.J.C. No. 19938 of 2019. The said writ application was disposed of by an order dated 12.12.2019 taking note of Clause 17 of the said tender notice with an observation that the petitioner could make a representation before the competent



authority and seek reference of the matter before two Members, as contemplated under Clause 17 of the terms and conditions of the tender notice. The petitioner submitted his representation before the Chairman, Central Administrative Tribunal, Patna Bench on 18.12.2019. A two Member Committee constituted to consider the petitioner's representation has found no merit in the petitioner's claim. The two Member Committee arrived at the following conclusion, which reads thus:-

"5. As directed by Hon'ble High Court, matter has been carefully considered. The initial engagement was by way of a contract which had a date of completion. This contract for a specified quantum of work is very distinct from contractual engagement against a sanctioned post. Once the said contract has not been extended beyond 04.07.2019, there is no right accruing to Sh. Syed Asim Ahmad for extension of the contract.

There is no post sanctioned as such for Data Entry Operator and the expenditure thereupon is being met from the head of "Office Expenditure".

Engagement of anybody for data entry work has to be based upon the needs. In case there is some work for Data Entry Operator at Patna Bench and if it is still needed to award a



contract, offers may have to be invited wherein Sh. Syed Asim Ahmad can also participate and compete against the rates so quoted.

The Committee does not find any justification for the grievance raised by Sh. Syed Asim Ahmad.”

The petitioner was communicated about the decision of the Committee through a letter dated 24.02.2020 issued under the signature of Deputy Registrar (Establishment) Central Administrative Tribunal, Principal Bench. The petitioner in the present writ application has put to challenge the decision of the two Members Committee and the aforesaid communication dated 24.02.2020.

Learned counsel appearing on behalf of the petitioner has submitted that as the petitioner continued to serve the Central Administrative Tribunal for long seven years, he developed a legitimate expectation that his services would be continued and regularized. He has further submitted that the authorities/officials under the Central Administrative Tribunal, Patna Bench were fully satisfied with the petitioner's performance and, therefore, the decision of the Tribunal to discontinue the petitioner's service being arbitrary requires interference by this Court.



Ms. Renuka Sharma, learned Central Government counsel appearing on behalf of the Central Administrative Tribunal has submitted that the petitioner was not engaged against any post. Referring to the finding recorded by the two member committee, she contends that evidently there is not post of Data Entry Operator sanctioned in the Central Administrative Tribunal office at Patna Bench. In such circumstance, the petitioner's claim that he should have been allowed to continue, is not at all tenable.

I have perused the pleadings on record and considered the rival submissions made on behalf of the parties. In my opinion, it is a misconception of the petitioner that he was engaged on contractual basis. As is evident from the materials on record, the petitioner had responded to a tender notice for award of a contract of work in his favour of data feeding of cases and report preparation etc. The petitioner's engagement was not against any post rather the work contract was awarded and he was executing the work, which was awarded to him, in terms of the said tender notice. Further, it was clearly mentioned in Clause 17 of the tender notice that any dispute shall be referable to a two Member Committee of the Central Administrative Tribunal, whose decision shall be final and



binding on the parties. Once having accepted the terms of the tender notice, the petitioner, at this stage, cannot question the correctness of the decision taken by the two Member Committee constituted in terms of Clause 17 of the notice inviting tender.

In any view of the matter, on perusal of report of the Committee in the form of decision, I do not find any arbitrariness or legal infirmity requiring this Court's interference.

This application, in my view, is misconceived and is accordingly dismissed.

(Chakradhari Sharan Singh, J)

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