
(1992) 05 DEL CK 0002

In the Delhi High Court

Case No : Civil Writ Appeal No. 520 of 1988

P.N. Chopra

APPELLANT

Vs

Union of India and Others

RESPONDENT

Date of Decision : 21-05-1992

Acts Referred:

Constitution of India, 1950 — Article 226

Citation : (1992) 23 DRJ 551

Hon'ble Judges : G.C. Mittal, C.J; Sat Pal, J

Bench : Division Bench

Advocate : M.N. Krishnamani, R.K. Singh, Keshav Dayal, C.S. Nanayya and S.K. Tiwari, for the Appellant;

Judgement

Gokal Chand Mital, C.J.

(1) After his retirement from the Government service, the petitioner was appointed by the Indian Council of Historical Research (Respondent No.2) as the Chief Editor "Towards Freedom" project on a honorarium of Rs. 1500.00 per month. The petitioner's appointment was purely contractual as per terms and conditions contained in the written Agreement dated 20th September, 1985 between the petitioner and the respondent No 2. Clause 4 of the said agreement reads as follows:-

"THE service of the party of the first part may be terminated giving three months" notice in writing any time during the term of his appointment under this agreement either by the Council to the party of the first part or by the party of the first part to the Council without assigning any reason whatsoever. Provided always that the Council may, in lieu of any notice provided for, give the party of the first part a sum equivalent to the amount of his monthly lumpsum for three months or for the period by which such notice falls short of three months."

(2) In terms of Clause 4 mentioned herein above, the services of the petitioner were terminated vide office Order dated 26th February, 1988. The petitioner has

challenged the aforesaid order of termination in this writ petition.

(3) Mr. Krishnamani, learned counsel for the petitioner, contended that Clause 4 of the Agreement dated 20th September, 1985 in terms of which the services of the petitioner have been terminated was arbitrary as no reasons for termination of services were required to be given under this clause. In support of his contention, the learned counsel placed reliance on a Supreme Court Judgment reported in. Central Inland Water Transport Corporation Limited and Another Vs. Brojo Nath Ganguly and Another, We, however, find no merit in this contention as the ratio of the aforesaid judgment is not applicable to the facts of the present case. In the case of Brojo Nath (supra) Rule 9 (1) which empowered the Corporation to terminate services of the permanent employees without giving any reason was declared void as being opposed to public policy and also ultravires of Article 14 of the Constitution. But in the present case. the petitioner was not a permanent employee of the respondent Council. On the contrary he was appointed after his retirement from the Government service and his appointment was purely contractual. As stated herein above, his services were terminated in terms of Clause 4 of the Agreement. In fact, the present case is covered by a recent Judgment of the Supreme Court State of Uttar Pradesh and Another Vs. Kaushal Kishore Shukla, . In this case, the Supreme Court held that the competent authority can terminate the services of an employee in exercise of its powers under the terms of the contract as well as under the relevant rules applicable to a temporary employee. Here we may also point out that as stated by the respondent in Cm 3275/92, the project Towards Freedom for which the petitioner was appointed has come to an end on 31st March, 1992.

(4) Another contention raised by (he learned counsel for the petitioner is that the Chairman of the respondent Council was not the competent authority to terminate the services of the petitioner. In this connection, the learned counsel relied on the following regulation:-

" CHAIRMAN: The Chairman shall have the power (a) to make appointments to posts included in category Iv in the attached schedule on the recommendation of the Selection Committee, and (b) to act on behalf of the Council in cases which, in his opinion, require urgent attention, subject to report to the Council at the first meeting following such action."

(5) This contention is again without any merit. In fact, the original offer of appointment dated 30th June, 1979 was made by the then Chairman of the respondent- council. Further in the counter-affidavit filed on behalf of the respondents it has been stated that even the letter of appointment dated 18th June, 1982 was issued by the Director on the direction of the Chairman of the respondent-Council. Even in terms of the regulation reproduced herein above, the Chairman has the power to make appointments on behalf of the Council. Since the petitioner was appointed by the Chairman, his services could be terminated by the Chairman of the respondent- council.

(6) In view of the above discussion, we find no merit in the writ petition. Accordingly, the writ petition is dismissed.