

**IN THE MAHARASHTRA ADMINISTRATIVE TRIBUNAL
AURANGABAD BENCH, AURANGABAD**

ORIGINAL APPLICATION 209 OF 2016

DISTRICT : AURANGABAD

Syed Mois Ali s/o Amjad Ali,)
Occ : Nil,)
R/o: Kiradpura, Sharif Colony,)
Aurangabad.)...**Applicant**

Versus

1. The State of Maharashtra)
Through its Secretary,)
Higher & Technical Education)
Department, Mantralaya,)
Mumbai 400 032.)
2. The Director,)
Technical Education Department)
Mumbai.)
3. Government Polytechnic,)
Aurangabad, through its Principal)...**Respondents**

Shri V.V Deshmukh, learned advocate for the Applicant.

Shri N.U Yadav, learned Presenting Officer for the Respondents.

CORAM : Shri Rajiv Agarwal (Vice-Chairman)

Shri B.P Patil (Member) (J)

DATE :16.08.2017

PER : Shri Rajiv Agarwal (Vice-Chairman)

ORDER

1. Heard Shri V.V Deshmukh, learned advocate for the Applicant and Shri N.U Yadav, learned Presenting Officer for the Respondents.

2. This Original Application has been filed by the Applicant challenging the order dated 14.1.2016 issued by the Respondent no. 3 cancelling his appointment as Guest Teacher.

3. Learned Counsel for the Applicant argued that the Respondent no. 3 had issued an advertisement on 6.9.2014 inviting applications for the post of Guest Teacher/Trainer in 'Automotive Mechatronics'. The Applicant was selected on 13.10.2014 as Guest Teacher for the Self Financing Course being run in collaboration

with Mercedes Benz. The Applicant was sent for one year training from 4.10.2014 to 28.8.2015. He was working from 29.9.2015 in the Government Polytechnic, Aurangabad. However, from December, 2015 the Applicant was told orally that he can continue on Clock Hourly basis. When the Applicant asked for written instruction, the impugned order dated 14.1.2016 was issued. Learned Counsel for the Applicant stated that the Applicant was never appointed on Clock Hourly basis. The grounds for terminating services of the Applicant given in the impugned order are not sustainable. The Applicant was appointed as Full Time Teacher for 3 years, one year for training and two years for teaching and a bond was to be also taken from him. The Respondents may be directed to execute bond of two years with the Applicant as per advertisement dated 8.9.2014.

4. Learned Presenting Officer (P.O) argued on behalf of the Respondents that the Applicant was not appointed on a regular or sanctioned post in Government Polytechnic, Aurangabad. The Respondent no. 3 has signed a Memorandum of Understanding with Mercedes Benz India Pvt Ltd, to Organize Self Financing Courses known as Advanced Diploma in Automotive Mechatronics (ADAM). This Diploma is not a Diploma in Engineering recognized by All India Council for Technical Education (AICTE). Two full time Lecturers in

Government Polytechnic were given training and they were conducting these courses. However, as Lecturers were being transferred, by order dated 22.10.2014, the Applicant was appointed as Guest Trainer at consolidated honorarium of Rs. 15000/- p.m. The Applicant was to be given training for which the expenses were to be ultimately borne by Mercedes Benz and he could be asked to sign a Bond to work for two years as Guest Trainer. However, as a regular Lecturer Shri S.P Paranjape was available. The Applicant was asked to work on Clock hourly basis. However, when such services were not required, the order dated 14.1.2016 was issued. Learned Presenting Officer argued that the Applicant was never given any regular appointment. He was appointed as Guest Trainer for a Self Financing Course, not recognized by AICTE. When the work could be done by a regularly appointed Lecturer of the Respondent no. 3, the Applicant was asked to work on clock hourly basis and later, even that was not required. Learned Presenting Officer argued that no legal right of the Applicant has been violated and this Original Application is totally without any merit.

5. The Applicant has placed on record various documents along with his Original Application. Letter from the Principal of Government Polytechnic, Aurangabad at Annexure A-4 (which is undated, but was apparently sent after December 2014) is quite relevant.

It is mentioned that a course of advance Diploma in Automotive Mechatronics was being conducted by the Respondent no. 3 in collaboration with Mercedes Benz India Pvt Ltd in terms of an Memorandum of Understanding (). The Course was being conducted from 2009-10. Initially two full time Lecturers of Polytechnic, who were given training were appointed as 'Trainers'. However, they were being transferred. It was decided to appoint 'Guest Trainer' () and the Applicant was selected. The Applicant was to be paid Rs. 15000/- pm as honorarium during training. His course fees and hostel fee during training was to be paid by the Respondent no. 3, which was reimbursable from Mercedes Benz. By this letter, the Respondent no. 3 sought approval of the Respondent no. 2. Though it is mentioned that the Applicant was to be asked to execute a bond to serve for two years after completion of training, no such bond was ever executed. As per his own admission, the Applicant underwent training from 4.10.2014 to 28.8.2015 at Government Polytechnic, Pune. Thereafter, by letter dated 21.12.2015 the Applicant informed the Respondent no. 3 that he was ready to execute bond to serve for two years. He admitted that he was paid honorarium for October 2014 to November, 2015. However, in December 2015, he was informed that his services were not required full time but only on Clock hourly basis. In the affidavit in reply dated 18.8.2016, the Respondents have stated that the ADAM

course is not approved by AICTE and it was Self Financing Course. The expenses on running the course were being fully recovered from the Trainers. A regular Lecturer viz. Shri S.P Paranjpe, was available, there was no work load available for the Applicant, and his services were dispensed with.

6. We find that the Applicant was given appointment letter dated 22.10.2014. This letter states that he was appointed as Guest Teacher. No amount is mentioned, though in the advertisement amount of Rs. 15000/-pm is mentioned, which the Applicant was getting during his training from October 2014 to August 2015 and till November 2015. Thereafter, he was told to work on Clock hourly basis. As even those services were not required, impugned order dated 14.1.2016 was issued. The Applicant was never appointed on a clear and sanctioned vacancy. He was aware that the course on which he was working was a Self Financing Course, not approved by AICTE. The course could be run as long as there were enough trainees willing to enroll and pay the fee which would be sufficient to run the course. It is natural that the Respondent no. 3 was always looking to minimize the expenditure. As a regular lecturer was appointed, the Applicant was not required to work full time and he was asked to work on Clock hourly basis. Even that was not required subsequently and order dated 14.1.2016 was passed. What happened subsequently is

of no consequence as the Applicant has failed to make out any case for our intervention in so far as the impugned order dated 14.1.2016 is concerned. The Applicant was never appointed as a Government servant. He was working as Guest Trainer on purely temporary basis. By very nature of a Self Financing Course, the services of Trainers cannot be engaged on a long term basis. The Applicant was allowed to work as long as his services were required looking into the requirement of self financing unrecognized.

7. Having regard to the aforesaid facts and circumstances of the case, this Original Application is dismissed with no order as to costs.

Sd/-
(B.P Patil)
Member (J)

Sd/-
(Rajiv Agarwal)
Vice-Chairman

Place : Aurangabad
Date : 16.08.2017
Dictation taken by : A.K. Nair.