
(2017) 02 DEL CK 0014

In the Delhi High Court

Case No : Writ Petition (C) No.9154 of 2009

Arun Lata

APPELLANT

Vs

Dy. Director of Education

RESPONDENT

Date of Decision : 06-02-2017

Acts Referred:

Constitution of India, 1950 — Article 16, Article 226

Citation : (2017) 2 RSJ 232

Hon'ble Judges : Mr. Valmiki J. Mehta, J.

Bench : Single Bench

Advocate : None, for the Petitioner; Mr. Anuj Aggarwal, ASC, GNCTD with Ms. Deboshree Mukherjee, Advocate, for the Respondents

Final Decision : Dismissed

Judgement

Valmiki J. Mehta, J. (Oral)—By this writ petition under Article 226 of the Constitution of India, the petitioner seeks the relief of continuation as a teacher in the Dayanand Model School, represented by respondent nos.2 to 4. Petitioner pleads that she was appointed in terms of an advertisement dated 25.7.2007 and her services were arbitrarily terminated w.e.f 1.4.2009. The case of the petitioner is that she was appointed as a TGT in Dayanand Model School since August, 2007 pursuant to walk-in-interview conducted as per the advertisement issued in Times of India dated 25.7.2007. Petitioner pleads that she was paid consolidated salary of Rs.7,000/- per month and her provident fund was also deducted from her salary. Petitioner pleads that she was never told that her appointment was on the contractual basis and suddenly the petitioner from March, 2009 was told that her services stands terminated. Petitioner pleads that she made representations to the school on 19.3.2009 and which was followed up by another representations dated 6.4.2009 and 8.4.2009 but the same has had no effect as it was informed to her by the school that the petitioner's services were on temporary basis as conveyed to the petitioner at the time of interview and that petitioner's services would be no longer required after 31.3.2009.

2. In the counter affidavit filed by the school, it is stated that the petitioner's employment was contractual and since the petitioner's employment was purely temporary and ad hoc, and hence the petitioner's services were ultimately terminated w.e.f 31.3.2009.

3. No doubt, the advertisement relied upon by the petitioner does not show that appointment was to a temporary post, however, it is seen that petitioner has not filed the letter of appointment issued to her that petitioner was appointed on permanent basis or probationary basis or contractual basis. Once the petitioner is not appointed on permanent basis then petitioner could only have been appointed on contractual basis or probationary basis. A probationary teacher or a contractual teacher can seek regularization only after three years of service in view of the ratios of the judgments passed by this Court in the cases of Hamdard Public School v. Directorate of Education and Anr. 202 (2013) DLT 111 and three connected cases with the lead case being Army Public School and Anr. v. Narendra Singh Nain and Anr. in W.P.(C) No.1439/2013 decided on 30.8.2013. The judgment in Army Public School's case (supra) was upheld by a Division Bench in LPA being 223/2015 as per its judgment titled as Army Welfare Education Society & Anr. v. Manju Nautiyal & Anr.

4. In view of the above, since petitioner has not completed a period of three years service with the school, petitioner cannot get benefit of regularization in terms of the ratios of the judgment in the cases of Hamdard Public School (supra) and Army Public School (supra), and therefore this writ petition is dismissed as petitioner has been treated as an ad hoc or temporary or contractual teacher in terms of Rule 105(3) of the Delhi School Education Rules, 1973.

5. In view of the above, this writ petition is dismissed, leaving the parties to bear their own costs.