
(1995) 01 AHC CK 0044

In the Allahabad High Court

Case No : Civil Miscellaneous W. P. No. 34065 of 1994

Awadhesh Kumar Mishra

APPELLANT

Vs

Union of India and Others

RESPONDENT

Date of Decision : 23-01-1995

Acts Referred:

Citation : (1995) 01 AHC CK 0044

Hon'ble Judges : D.S.Sinha, J

Final Decision : Dismissed

Judgement

D. S. Sinha, J.—Heard Sri Anil Yadav, learned Counsel appearing for the petitioner and Sri A. K, Gupta, learned Counsel representing the respondents.

2. By means of this petition, under Article 226 of the Constitution of India, the petitioner, a teacher appointed for a specified time, urges this Court to issue a writ, order or direction in the nature of mandamus restraining respondents from interfering with his functioning as post Graduate Teacher (English) at Kendriya Vidyalaya in the district of Sonbhadra and also to direct the respondent to continue to pay him salary month by month.

3. The petitioner was appointed as a teacher in pursuance of the contract entered into between him and the Kendriya Vidyalaya Sangathan, hereinafter called the Sangathan, on 2nd August, 1994. The relevant conditions of the contract, with which we are concerned, are conditions No. 1 and 4(1). These conditions are as extracted below :

Condition No. 1. That the "teacher" shall remain in service of the Sangathan for a period commencing on the 2nd day of August, 1994 and ending on 27th day of January, 1995. It is specifically mentioned and agreed by both the parties that the contract of employment of the party of the first part shall ipso facto stand terminated on the last working day of the academic year 1994-95 and no formal notice/order by the party of the other part conveying the same shall be necessary.

Condition No. 4 (1) That the services of the party of the first part shall be terminated as follows :

(i) Automatically at the end of the academic session without notice or the date mentioned in the contract whichever is earlier.

4. Reading of the condition No. 1 and condition No. 4 (i) of the contract, conjointly, leads to an irresistible conclusion that the nature of the appointment of the petitioner as teacher is contractual for a specified period, namely, the period between 2nd August, 1994 and 27th January, 1995, that the appointment of the petitioner is to come to an end ipso facto on the last day of the academic year 1994-95 or on the last day of the period of contract, namely, 27th January, 1995, without any formal notice to him. He, therefore; has no right to continue as teacher after 27th January, 1995, that being earlier than the last day of the academic year 1994-95. The period of appointment of the petitioner shall come to an end on 27th January, 1995 by efflux of time as agreed by him under the contract dated 2nd August, 1994. The appointment of an incumbent on contractual basis for a limited period does not confer upon him any right to remain on the post after the period specified in the contract comes to an end by efflux of time. (See Director, Institute of Management Development, U. P. Allahabad v. Pushpa Srivastava, 1992 ALJ 909.

5. In support of the prayer of the petitioner claimed in the petition learned Counsel for the petitioner places reliance upon the decision of a learned Single Judge of this Court rendered in the case of Km, Manisha Verma v. Kendriya Vidyalaya, New Delhi and another, 1993 (2) UPLBEC 166. This decision of the learned single Judge provides no support to the claim of the petitioner for two reasons. Firstly, the case of Km. Manisha Verma pertained to ad hoc appointment and not to a contractual appointment for a fixed period; and secondly, the decision has been reversed in Special Appeal No. 506 of 1993 Assistant Commissioner, Kendriya Vidyalaya, Regional Office, C2 Area, Janak Puri, New Delhi v. Km. Manisha Varma, vide order and judgment dated 29th September, 1994 passed by a Division Bench.

6. For the foregoing reasons, the inevitable conclusion is that the petitioner has no right to maintain this petition. It lacks merit and is, therefore, dismissed summarily.