

(1998) 05 GAU CK 0039
In the Gauhati High Court
Case No : Civil Rule No. 951 of 1996

Km. Ch. Ibeyaima Devi

APPELLANT

Vs

Commissioner/Secretary, Education Govt. of Manipur and
Another

RESPONDENT

Date of Decision : 14-05-1998

Acts Referred:

Constitution of India, 1950 — Article 14, 16, 21

Citation : (1998) 3 GLR 331

Hon'ble Judges : N.S. Singh, J

Bench : Single Bench

Advocate : N. Jotindro Singh, for the Appellant; Th. Ibohal Singh, A.G.A., for the Respondent

Judgement

N.S. Singh, J.—Upon hearing the learned Counsel on both sides, it appears to me that the writ Petitioner made a prayer for a direction to the Respondents to pay the admissible pay and allowances to her for rendering her services as a teacher teaching Manipuri/Meetei Mayek in the Ibotensana Higher Secondary School, Government School for the period from 18.12.92 till date coupled with a prayer for the any appropriate order or direction that this Court deems it fit and proper in the matter.

2. According to the writ Petitioner Km. Ch. Ibeyaima Devi, she was appointed/detailed as a teacher for teaching Manipuri/Meetei Mayek along with other 245 persons/individuals for teaching of Meetei Mayek approved by Govt. in the Govt. Schools and later on she was posted as teacher in the Ibotonsana Higher Secondary School vide Govt. order dated 23.11.92 as in Annexure-A/1 the writ petition. By virtue of the said order of 23.11.92 she joined her services in the Ibotonsana Higher Secondary School and since then, she has been rendering her services in the said School till date. It is also urged that as the Meetei Mayek the script of Manipuri (Meetei-lon), was included in the 8th Schedule of Constitution of India in the year 1982, the development and education of the Manipuri script/

Meetei Mayek to the students and the public in general is called for Considering these aspects an agreement has been entered into between the All Manipur Meetei Mayek Research Board and Training Institute, Imphal and the Department of Education(S) in respect of teaching of Meetei Mayek approved by the Government in the Govt. Schools and the related modalities has arrived at amongst the Department and the All Manipur Meetei Mayek Reaserch Board and Training Institute, By virtue of the said modalities/agreement(sic) 246 members including the Petitioner would not demand any remuneration honorarium/charge allowances for taking classes for Meetei Mayek in the School and they will not be entitled to claim for appointment of Meetei Mayek teacher in the School, In view of the said position, the Petitioner has not been paid her salary/remuneration or honorarium from the date of her joining in service as Meetei Mayek leather till today. It is also further, assorted that non-payment of salary or honorarium or remuneration to the writ Petitioner is nothing but a force labour which is highly illegal and unconstitutional. It is also the case of the writ Petitioner that the State Government ought to have welcomed and encouraged such Meetei Mayek teachers for development of the Manipuri language and its Meetei Mayek script in the State of Manipur and in the interest of the public at large. But a Meetei Mayek teacher like the Petitioner has been subjected to force labour by virtue of the said agreement at the hand of the Respondents. The writ Petitioner further urged that the said agreement is void ab-initio as the agreement was made for extracting force labour from the said 246 citizens of India including he present writ Petitioner. Being aggrieved by the alleged actions of the Respondents, the writ Petitioner has approached this Court with this writ petition for ventilating her grievance.

3. The case of the writ Petitioner is contested by the Respondents by filing counter affidavit and contended inter alia, that as per the related agreement at Annexure-A/1 to the writ petition, the writ Petitioner and other individuals will be paid no teaching allowances/remuneration/honorarium and they will not be attitude to claim for appointment as Meetei Mayek teacher in the Govt. Schools, apart from it, the Principal of Ibotonsana Girls Higher Secondary School under for Office letter dated 25.1.97 as in Annexure-D/1 to the counter affidavit informed the Director of Education(S), Govt. of Manipur, Imphal that the Petitioner took (sic) periods per week for Class VI in the year 1992 (Nov.); in the year 1993 also two periods per week; in the year 1994 and in the year 1995, the Petitioner took period per week for class VII and in the year 1996 one period per week for class VIII and further detachment of Classes VI, VII and VIII in phase manner been made and accordingly there will be no such classes from the academic session 1997-98 and as such the teaching of Meetei Mayek may not be required the said School. According to the said Respondents, the Petitioner has been reply allowed to teach Meetei Mayek as per the agreement and as such, she is entitled to any pay and allowances for her voluntary services and rather, she never holding any sanctioned post and she also cannot go beyond the risk and conditions of the said agreement.

4. Shri N. Jotindro Singh, learned Counsel appearing for the writ Petitioner submitted that non-payment of salary or remuneration or honorarium to teacher instructor of Meetei Mayek in the Govt. School for teaching Meetei Mayek to it students in nothing but force labour which is highly illegal and in constitutional. According to the learned Counsel for the Petitioner, the said agreement is an order and the same is void ab-initio and the same is violative of Article 14, 16 and 21 of the Constitution of India. The State Respondents ought to have afforded pay and allowances to those Meetei Mayek teachers including the writ Petitioner. If pay and allowances is not given to them at least the Respondents ought to have afforded a reasonable honorarium which may protect the human dignity of those teachers including the present Petitioner and as such, the Petitioner should be paid his pay and allowances or reasonable honorarium from the date of her joining service i.e. on and from 18.12.92, till date, Mr. Jotindro Singh contended.

5. Mr. Th. Ibohal Singh, learned Addl. Govt. Advocate appearing for the Respondents argued that the said agreement is binding upon the writ Petitioner and as such, she cannot claim for her pay and allowances for the said voluntary services so far rendered by her in the School. The writ Petitioner has not been holding any sanction-post but she has been simply allowed to teach Meetei Mayek as per the said agreement which she is quite aware of it and rather, she has no enforceable legal right, learned Addl. Govt. Advocate argued.

6. Upon hearing the learned Counsel on both sides and also on perusal of the available materials on record, it is an admitted position that the writ Petitioner has been serving as a teacher teaching Meetei Mayek in Ibotonsana Higher Secondary School since the year 1992 till today. But she has not been paid even a single rupee either as an honorarium or remuneration for the services rendered by her in the said School by the Respondents. It is also an admitted position that an agreement was entered into amongst the All Manipur Meetei Mayek Research Board and Training Institute, Imphal and the Department of Education (Schools) and certain modalities has been arrived at amongst those for teaching Meetei Mayek in the Govt. Schools as hereunder:

- 1) The All Manipur Meetei Mayek Research Board, Imphal shall provide at the first instance 246 members shown in the enclosure who will be able to teach Meetei Mayek approved by the Govt. in Class-VI in the Govern Schools.
- 2) Those 246 members would not demand any remuneration/honorarium charge allowances for taking classes for Meetei Mayek in the Schools.
- 3) That agreed that they would take classes of Meetei Mayek according the time table to be framed by the Headmasters of the Schools. They not demand for taking classes at their convenient time.
- 4) The Department would not have any objection to their teaching of Meetei Mayek in more classes if agreed by the Headmasters concerned.

5) They also agreed that their teaching of Meetei Mayek would not associated with the elements of Meetei religion and culture.

6) They also agreed that if any complaint or report is received from the students/teachers/Headmasters of the Schools against their behavior/teaching the Department would take action against such teachers.

7) The Board will also provide list of the Schools wherein their members would start teaching of Meetei Mayek and on receipt of a approval by the Department to the same its members would start teaching of Meetei Mayek.

8) They will not entitled to claim for appointment of Meetei Mayek teacher in the Schools.

7. The terms and the conditions as highlighted above shows that those 246 members including the writ Petitioner would not demand any remuneration/honorarium for taking classes in Meetei Mayek in the Schools and they will not be entitled to claim for appointment as teacher of Meetei Mayek for teaching in the Govt. Schools. According to the Respondents it is the voluntary services of those teachers/instructors and on the other hand, the writ Petitioner urged non-payment of pay and allowances or honorarium to her for the services so far (sic) rendered by her is nothing but force labour.

8. It is well settled that every person/citizen is entitled to quality of life consistent with her or his human personality and the right to live guaranteed under Article 21 of the Constitution include the right to live with human dignity, free from exploitation. This principle of law finds its place in the landmark judgments rendered by the Apex Court in (1) *Bandhua Mukti Morcha, Petitioner v. Union of India and Ors.* Respondents reported in *Bandhua Mukti Morcha Vs. Union of India (UOI) and Others, ... 1988 (3) SCJ 176*. Applying this established principle of law as well as considering the (sic) facts and circumstances of the case. I am of the view that even if the writ Petitioner is not paid her pay and allowances for the services rendered by her at last she should be paid a reasonable honorarium to her so as to enable her to have with human dignity and quality of life consistent with her human personality for which this Court requires the State Respondents to re-examine the said agreement highlighted in the document marked as Annexure-A/1 and connected modalities arrived at between the parties and also considering the case of the writ Petitioner as to enable her to live on this earth with all human dignity and quality of life that her right to live (right to life) is duly protected. It is made clear that Respondents shall re-consider and re-examine the said agreement and consider case of the writ Petitioner and pass necessary order in the matter within a period of 2 (two) months from the date of receipt of this judgment and order.

9. For the reasons, observations and directions, made above, this writ petition disposed of, No costs.