

**(2014) 10 AP CK 0123**

**In the Andhra Pradesh High Court**

**Case No :** Writ Petition Nos. 38166 and 38365 of 2012 and 8383, 9270, 11749 and 12812 of 2013 and 12135 of 2005

P. Karunakar Rao and Others

APPELLANT

Vs

Kakatiya University and Others

RESPONDENT

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**Date of Decision :** 16-10-2014

**Acts Referred:**

**Citation :** (2015) 3 ALD 453

**Hon'ble Judges :** L.N. Reddy, J;Challa Kodanda Ram, J.

**Bench :** Division Bench

**Advocate :** V. Narsimha Goud, for the Respondent

**Final Decision :** Disposed off

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## **Judgement**

L.N. Reddy, J.?The petitioners in this batch of writ petitions are working as Lecturers on contract basis in different subjects in Kakatiya University. On each occasion, their contracts are being extended by 11 months. The grievance of the petitioners is that though the University Grants Commission (UGC) framed Regulations in the year 2010, providing for payment of emoluments even to the Assistant Professors engaged on contract basis, at the minimum of the pay scales, the benefit is not being extended to them. The University filed a counter-affidavit opposing the writ petitions. It is not disputed that the petitioners are being continued on contract basis. However, as to the claim of the petitioners, two objections are raised. The first is that the Regulations framed by the UGC were only in the year 2010 and they are prospective in operation. Secondly, it is stated that the State Government did not adopt the Regulations and in the absence of the same, the benefit thereunder cannot be extended.

2. Heard Sri G. Vidya Sagar, learned Senior Counsel appearing for the petitioners, Sri Deepak Bhattacharjee, learned Standing Counsel for the 1st respondent and learned Government Pleader for Higher Education appearing for 2nd respondent.

3. That the petitioners have been continuing on contract basis for the past more than one decade, is not in dispute. Obviously because there is workload in the respective subjects and the regular vacancies were not filled up, the University was engaging the petitioners all through. It is true that the UGC framed statutory comprehensive regulations on 30.6.2010 in relation to appointment of teachers and other academic staff in the University. They have also been notified as required under law. Regulation 13.1 reads :

"13.1 The teachers should be appointed on contract basis only when it is absolutely necessary and when the student-teacher ratio does not satisfy the laid down norms. In any case, the number of such appointments should not exceed 10% of the total number of faculty positions in a College/University. The qualifications and selection procedure for appointing them should be the same as those applicable to a regularly appointed teacher. The fixed emoluments paid to such contract teachers should not be less than the monthly gross salary of a regularly appointed Assistant Professor. Such appointments should not be made initially for more than one academic session, and the performance of any such entrant teacher should be reviewed for academic performance before reappointing her/him on contract basis for another session."

4. If this were to have applied to the petitioners, they are entitled to the relief claimed by them at least from the date of notification. However, there is a stumbling block for the claim made by the petitioners. Regulation 2.31 reads :

"2.3.1 The revised scales of pay and age of superannuation as provided in clause 2.1.0 above, may also be extended to Universities, colleges and other higher educational institutions coming under the purview of the State Legislature and maintained by the State Governments, subject to the implementation of the scheme as a composite one in adherence of the terms and conditions laid down in the MHRD notifications provided as Appendix-I and in the MHRD Letter No.F.1-7/2010-U II dated 11 May, 2010 with all conditions specified by the UGC in these Regulations and other Guidelines."

5. From a perusal of this, it becomes clear that the Regulations in their entirety or in part would become applicable to the Universities or the colleges coming under the purview of the State Governments or maintained by them, only on their being adopted by the State Government. Though the guidelines were adopted by the Government of A.P. in respect of the Universities under its control vis-?-vis the posts of Assistant Professors and other staff, the record does not disclose that such adoption was made vis-?-vis the contract Lecturers. Unless the State Government has adopted Regulation 13.1, the University cannot be compelled to pay the emoluments mentioned therein. The petitioners have to make a representation to the concerned State Government in this behalf.

6. We therefore dispose of the writ petitions directing that-

"(a) the petitioners are not entitled to be extended the benefit under Regulation 13.1 as it stands now; and

(b) it shall be open to the petitioners to submit a representation to the State Government with a request to adopt the Regulations and in particular, Regulation 13.1 and as and when such a representation is made, the Government shall pass appropriate orders within a period of three months therefrom."

7. In WP No. 8383 of 2013, an additional prayer is made to the effect that the services of the petitioners be regularised. We are not inclined to consider that prayer. The reason is that the University has been issuing notifications from time to time for recruitment and in case the petitioners, either have not participated in the selections or were not selected, no one can help the situation. Further, as the things stand now, there do not exist, the Regulations framed by the University or the orders issued by the Government, providing for regularisation of the services of the Assistant Professors, who were engaged on purely contract basis. Therefore, that part of the relief claimed in the writ petition is rejected. The miscellaneous petitions filed in these writ petitions shall also stand disposed of. There shall be no order as to costs.