
(2006) 01 GAU CK 0065

In the Gauhati High Court

Case No : Writ Petition (Civil) No. 7KAP) 0/2006

Seema Gautam

APPELLANT

Vs

Kendriya Vidyalaya Sangathan and Anr.

RESPONDENT

Date of Decision : 23-01-2006

Acts Referred:

Citation : (2008) 2 GLR 322

Hon'ble Judges : I.A.Ansari, J

Bench : Single Bench

Advocate : J.K.Baishya, Advocates appearing for Parties

Judgement

1. Heard Mr. J.K. Baishya, learned counsel for the petitioner.
2. By virtue of an agreement reached, on 2.5.2005, between the petitioner herein and Kendriya Vidyalaya Sangathan ("the Sangathan"), the petitioner was appointed, on contractual basis, as a primary teacher in Kendriya Vidyalaya, Tawang and the petitioner accordingly joined the said school. By a letter, dated 30.11.2005, the respondent No. 2, namely. Principal, Kendriya Vidyalaya, Tawang, relived the petitioner of her duties and directed her to obtain a "no due certificate" and submit the same to the respondent No. 2 on or before January, 2005, so that her salary for the month of November 2005, could be released. The petitioner made a representation, on 5.10.2005," against the letter, dated 30.11.2005, aforementioned pointing it out to the respondent No. 2 that in terms of the agreement reached between the parties on 2.5.2005, the contractual appointment of the petitioner could have been terminated only after giving one month's notice to the petitioner and since no notice had been given, in this regard, to the petitioner, the termination of her service was illegal. On receipt of the representation, dated 5.10.2005, aforementioned, the respondent No. 2 sent another letter to the petitioner, on 7.12.2005, informing the petitioner that her services as "contractual teacher were not required by the school and the letter, dated 7.12.2005, aforementioned be treated as one month's notice from the end of the said school in terms of the relevant agreement existing between the

parties and that a fresh interview would be conducted to fill up the vacant post of primary teacher in the last week of January 2006. It is the order, dated 7.12.2004, aforementioned, which stands impugned in the present writ petition.

3. When a person's appointment is contractual in nature and terminable by giving 1 (one) month's notice from either side to the agreement reached, in this regard, by the parties concerned, neither the appointee nor the authority making the appointment is required to assign any reason for giving the requisite notice. Had the order terminating the petitioner's service left any stigma on the petitioner's career, situation would have, perhaps, been a little different. However, when the notice terminating the petitioner's service does not state any reasons, it cannot be inferred that the termination of the petitioner's service is stigmatic in nature. When the notice terminating petitioner's service is not stigmatic, the question of giving to the petitioner any opportunity of showing cause against the proposed termination did not arise at all.

4. In view of the fact that the agreement, dated 2.5.2005, makes the contractual appointment of the petitioner terminable by giving one month's notice and the respondent No. 2 has, now, vide the impugned letter, dated 30.11.2005, given requisite notice to the petitioner, the termination of the petitioner's service cannot be interfered with by this court in exercise of its writ jurisdiction under article 226 of the Constitution of India, particularly, when the letter, dated 7.12.2005, is really in supercession of the letter, dated 30.11.2005, aforementioned. The petitioner, however, remains entitled to payment of complete dues up to 6.1.2006.

5. Considering the matter in its entirety and in the interest of justice, this writ petition is disposed of with directions to the respondents, particularly, the respondent No. 2, namely, Principal, Kendriya Vidyalaya, Tawang, to pay to the petitioner her dues till 6.1.2006.

6. Before paring with this writ petition, it is made clear that in case the petitioner applies for selection and appointment to the vacant post, which the letter, dated 7.12.2005, aforementioned mentions, the petitioner shall, if she is, otherwise, eligible, be allowed to apply and participate in the selection process, which may be conducted, in this regard, by the respondents concerned.