



IN THE HIGH COURT OF HIMACHAL PRADESH AT SHIMLA

ON THE 30<sup>th</sup> DAY OF MARCH, 2022

BEFORE

HON'BLE MR. JUSTICE MOHAMMAD RAFIQ,  
CHIEF JUSTICE

&

HON'BLE MS. JUSTICE JYOTSNA REWAL DUA

LETTERS PATENT APPEAL No.97 OF 2021

ALONGWITH

CIVIL WRIT PETITION No.2693 OF 2021

1. LPA NO.97 OF 2021

Between:-

1. THE CHAIRMAN,  
ARMY PUBLIC SCHOOL, DAGSHAI,  
TEHSIL KASAUJI, DISTRICT SOLAN,  
H.P. 173206
2. THE PRINCIPAL, ARMY PUBLIC SCHOOL,  
DAGSHAI, TEHSIL KASAUJI,  
DISTRICT SOLAN, H.P.

.....APPELLANTS

(BY MR. RAHUL MAHAJAN, ADVOCATE)

AND

1. SMT. URMILA CHAUHAN  
D/O SH. JIWAN SINGH CHAUHAN,  
R/O CHAUHAN NIWAS, SHOLINI NAGAR,  
JAUNAJI ROAD, DISTRICT SOLAN, H.P.

.....RESPONDENT

2. THE MANAGING DIRECTOR,  
ARMY WELFARE EDUCATION SOCIETY,  
SHANKAR VIHAR BUILDING NO.202,  
DELHI CANTT. NEW DELHI 110010

.....PROFORMA RESPONDENT

(MR. SERVEDAMAN RATHORE, ADVOCATE,  
FOR R-1,  
MR. PRAVEEN CHAUHAN, ADVOCATE VICE  
MR. VISHAL PANWAR, ADVOCATE, FOR R-2)

**2. CWP NO.2693 OF 2021**

**Between:-**

**SANGEETA SAHOTA  
W/O SH. SURINDER KUMAR SAHOTA,  
R/O ARMY PUBLIC SCHOOL DAGSHAI,  
HOUSE NO.47/1, GROUND FLOOR,  
TEHSIL KASOULI, DISTRICT SOLAN, H.P.**

**.....PETITIONER**

**(BY MR. SANJEEV BHUSHAN, SENIOR ADVOCATE  
WITH MR. RAJESH KUMAR, ADVOCATE)**

**AND**

- 1. UNION OF INDIA,  
THROUGH SECRETARY (MINISTRY OF DEFENCE),  
GOVERNMENT OF INDIA, 101-A,  
SOUTH BLOCK, NEW DELHI**
- 2. ARMY WELFARE EDUCATION SOCIETY,  
BUILDING NO.202, SHANKAR VIHAR,  
DELHI CANTONMENT, NEW DELHI-110010,  
THROUGH ITS MANAGING DIRECTOR**
- 3. ARMY PUBLIC SCHOOL DAGSHAI,  
TEHSIL KASOULI, DISTRICT SOLAN, H.P.,  
THROUGH ITS PRINCIPAL**
- 4. CENTRAL BOARD OF SECONDARY EDUCATION,  
SHIKSHA KENDRA, 2, COMMUNITY CENTRE,  
PREST VIHAR, DELHI-110092,  
THROUGH ITS CHAIRPERSON**

**.....RESPONDENTS**

**(MR. BALRAM SHARMA, ASGI, FOR R-1 & R-2,  
MR. RAHUL MAHAJAN, ADVOCATE, FOR R-3,  
NONE FOR R-4)**

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**RESERVED ON : 17.03.2022**  
**PRONOUNCED ON : 30.03.2022**

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**Whether approved for reporting? Yes.**

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*These matters coming on for admission this day, **Hon'ble Ms. Justice Jyotsna Rewal Dua**, delivered the following:*

**J U D G M E N T**

Being companion matters, these are taken up together for decision.

**LPA No.97 of 2021**

Learned Single Judge vide judgment dated 04.05.2021, directed the Army Public School, Dagshai, District Solan, H.P., to regularize the services of the writ petitioner as Trained Graduate Teacher (Music) [in short 'TGT (Music)'] after completion of five years of service on contract basis by taking her appointment on contract basis w.e.f. 19.09.2011, with all consequential benefits. Aggrieved, the Army Public School, Dagshai has filed the instant letters patent appeal.

**2.** Brief **factual matrix** of the case is as under:-

**2(i).** The Army Public School, Dagshai (appellants herein) advertised posts of Trained Graduate Teachers in the year 2006. Respondent No.1-Smt. Urmila Chauhan (writ petitioner) applied for the post of TGT (Music). She participated in the selection process and was appointed as

TGT (Music) on temporary basis from 08.04.2006 to 31.03.2007.

**2(ii).** After expiry of the above period, the appellants again advertised the posts of Trained Graduate Teachers. Respondent No.1 applied for the post of TGT (Music). After going through the selection process, she was appointed as TGT (Music) w.e.f. 09.04.2007 to 31.03.2008 on temporary basis. In the similar manner, respondent No.1 was appointed as TGT (Music) w.e.f. 08.04.2008 to 31.03.2009 on temporary basis.

**2(iii).** The appellants advertised the posts of TGTs once again. Respondent No.1 applied for the post of TGT (Music). She was appointed as such on contractual basis w.e.f. 03.04.2009 to 02.04.2012. In similar manner, respondent No.1 was engaged on contractual basis w.e.f. 10.04.2012 to 09.04.2015, 17.04.2015 to 16.04.2016 and 25.04.2016 to 24.04.2017.

**2(iv).** Respondent No.1 submitted a representation praying for her regularization as well as for renewal of her contract. She being in family way, also prayed for maternity leave, which was sanctioned by the appellants w.e.f. 01.02.2017 to 21.04.2017. Her contractual period of service was to come to an end on 24.04.2017. Apprehending that

the appellants might employ new TGT (Music) against the post occupied by her and also fearing that the appellants might not extend her service contract, she preferred civil writ petition, bearing CWP No.480 of 2017, inter-alia, praying that her services be regularized as TGT (Music) and her contract of service as TGT (Music) be renewed w.e.f. 25.04.2017. This writ petition was allowed by the learned Single Judge vide judgment dated 04.05.2021. The appellants herein were directed to regularize services of respondent No.1 as TGT (Music) after completion of five years of service on contract basis by taking her appointment on contract basis w.e.f. 19.09.2011 with consequential benefits.

Feeling aggrieved, the Army Public School, Dagshai has preferred the instant letters patent appeal.

### **3. Contentions:-**

Learned counsel for the appellants submitted that respondent No.1 was appointed as TGT (Music) on temporary basis after following the due procedure of selection in terms of the Army Welfare Education Society Rules and Regulations (hereinafter referred to as 'AWES Rules & Regulations') w.e.f. 08.04.2006 to 31.03.2007, 09.04.2007 to 31.03.2008, 08.04.2008 to 31.03.2009 and

thereafter on contractual basis w.e.f. 03.04.2009 to 02.04.2012, 10.04.2012 to 09.04.2015, 17.04.2015 to 16.04.2016 and 25.04.2016 to 24.04.2017. The appointment letters issued to respondent No.1 on temporary as well as on contractual basis clearly provided that at the end of the specified period of appointment, respondent No.1 will have no lien on the post. Respondent No.1 had agreed to the terms & conditions of the appointment letter. The claim of respondent No.1 with respect to regularization/renewal of the contract, therefore, is not justified. Learned counsel for the appellants further submitted that the last contractual appointment of respondent No.1 was to end on 24.04.2017. Accordingly, the appellants had issued an advertisement in March, 2017 for the posts of TGTs including TGT (Music). Respondent No.1 was aware of the fresh selection process initiated by the appellants in March, 2017 for the post of TGT (Music), but she did not apply for this post. The interviews were conducted in April, 2017. One Smt. Sangeeta Sahota was selected and appointed as TGT (Music) on 21.04.2017. Despite being aware of the selection and appointment of Smt. Sangeeta Sahota as TGT (Music) in the appellants' school, respondent No.1 did not implead Smt. Sangeeta

Sahota as a party to the writ petition. She suppressed material facts from the Court. The judgment was passed without hearing Smt. Sangeeta Sahota, a necessary party to the case. Learned counsel prayed for allowed the appeal.

Learned counsel for respondent No.1 contended that respondent No.1 was initially engaged by the appellants on temporary basis and thereafter on contractual terms. The letter appointing respondent No.1 on contract basis clearly penned down that her service was to be governed by AWES Rules & Regulations as amended from time to time. Continuation of respondent No.1 on contract basis conferred upon her the right of regularization in terms of Clause 128(j) of Chapter 7 of AWES Rules & Regulations. Respondent No.1 fulfilled the criteria contemplated in the Rules regulating the appointment and regularization of TGT Contract Teachers. Services of respondent No.1, therefore, were required to be regularized upon completion of specified number of years of service on contract basis. Learned counsel defended the impugned judgment, whereby directions were issued to the appellants to regularize services of respondent No.1.

#### **4. Observations:-**

Having heard learned counsel for the parties and on going through the material available on record, we are of the view that the instant appeal deserves to be allowed for the following reasons:

**4(i).** We may first notice the applicable Guidelines and Rules & Regulations followed by the appellants for appointment of teachers in its school.

**4(i)(a).** Vide Circular No.8/Schools/2006, dated 25.09.2006, guidelines were framed for selection of teachers in Army Schools and Army Public Schools under AWES. These guidelines consist of Clauses 1 to 26, which prescribe detailed procedure for selection of teachers. Clause 25(j) provides for Term Based Appointments as under:-

*“(j) Term Based Appointments.*

*(i) 50% (Letter No.B/45706/PIAWES, dt 07 Aug 09-AHQ) of TGTs will be at all times be on Term basis for three years, on completion of which the services automatically stand terminated.*

*(ii) Till above percentage is achieved, all TGT appts will be term based.*

*(iii) In case a candidate is found suitable, he/she may be appointed on regular basis on completion of the term, provided percentages as mentioned in Sub Para (i) above are not violated.*

*(iv) Please refer Article 128 of AWES Rules regarding service conditions of Term Based Teachers.”*

**4(i)(b).** Rule 128 of AWES Rules & Regulations, 2011 provides for service conditions of Contractual Teachers as under:-

*“128. Maximum percentages for regular and contractual TGTs and PRTs are laid down in the Standing Operating Procedure (SOP) for teachers selection forwarded vide HQ AWES letter No.B/45706/SOP/AWES dated 25 Sep 2006 as amended from*



time to time. The above percentages for regular TGTs and PRTs are maximum. It is not mandatory for the schools to have maximum percentages of the regular TGTs and PRTs. The percentages of regular TGTs and PRTs may be less than laid down percentages depending upon the requirement. In no case regular TGTs and PRTs would be more than the percentages laid down in above SOP for teachers selection. Any violation in laid down percentage for appointing PRTs and TGTs will be deemed unauthorized. The terms and conditions of service of contractual TGTs and PRTs are given below as applicable:-

- (a) Contractual teachers will be appointed for a maximum period of three years. After its expiry, the appointment will automatically stand terminated.
- (b) There would be a break of minimum seven days if a fresh contract is made.
- (c) Last pay drawn as a contractual Teacher would be protected on being appointed as regular teacher provided the gap between the termination of the previous appointment and the appointment as regular teacher is not more than 60 days.
- (d) Contractual teachers may be given upto six increments based on work experience at the discretion of School Managing Committee at the time of appointment. Norms of awarding increments would be as given below. Increments should be based not only on years of experience but also on special talent, competence, skills and other factors. This is also not a right of teachers but a facility to draw better quality. Financial resources of school will be taken into account.
  - (i) Two years work experience - One
  - (ii) Three years work experience - Two
  - (iii) Four years work experience - Three
  - (iv) Five years to below ten years work experience - Four
  - (v) Ten years and above work experience - Six
- (e) Leave will be entitled to them as given in Article 166 after one year of successful service.
- (f) Increment will be entitled to contractual teachers after completion of one year successful service in the school in which appointed.
- (g) The service of contractual teachers can be terminated with one month's notice or one month's pay in lieu of notice on either side during initial one year of service. After completion of one year successful service, the service of contractual teachers can be terminated with three month's notice or three months pay in lieu thereof subject to the terms and conditions laid down in the appointment letter.
- (h) No contractual teacher would be considered for regular appointment before completion of two years in the same school.
- (j) For Contractual TGTs Only. Contractual TGTs will be appointed as regular TGTs after completion of five years works experience in the same school as contractual TGTs in the relevant category subject to the percentages laid down in

*the SOP for teachers selection. The requirement of one year probation period on their appointment as regular TGTs will be dispensed with provided the gap between cessation of appointment of contractual TGT and assumption of regular TGT is not more than 60 days in the same school.*

- (k) *For Contractual PRTs Only. The requirement of one year probation on their appointment as regular PRTs will be dispensed with provided the gap between the cessation of appointment of contractual PRT and assumption of regular PRT in the same school is not more than 60 days.”*

From reading of above clause, it is evident that contractual TGTs will be appointed for a maximum period of three years in the school. After expiry of this period, the appointment will automatically stand terminated. Rule 128(j) provides that contractual TGTs will be appointed as regular TGT after completion of five years works experience in the same school as contractual TGT in the relevant category. This is, however, subject to the percentage laid down in the SOP for teachers selection.

The above Rules underwent amendment in the year 2019.

**4(i)(c).** Chapter 7 of AWES Rules & Regulations, 2019 stipulates Classification, Recruitment, Qualification and Terms & Conditions of service in the appellants' school. Clause 116 of this chapter gives 'types of teaching staff' as under:-

*“116. Teaching Staff would be employed as per requirement of the school, based on the strength of students and the subjects being offered. Since our schools have a peculiar condition of migrating students and numbers keep fluctuating due to movement of*

parents from one station to another, a portion of the teachers may have to be hired on contractual basis due to revenue constraints. The proportion shall be dictated by the respective BoA based on the forecast of movement of units and formations from respective garrisons. When adopted, the terms shall be as follows:

- (a) Regular. This category shall be the Nucleus Staff employed through deep selection and shall be the backbone of the School faculty.
- (b) Fixed-term. These appointments will be made on contract for a term of three academic sessions. The contract will only be for one term and shall not be extendable or renewable. On completion of the term, a teacher of this category will have option to appear in a fresh selection process for regular category, provided a vacancy in the given subject exists. Teachers once completing such a term shall not be allowed to take another term based assignment in the same school in the following session. Exception to this rule of 'only one term' may be given by the Chairman BoA for a specific period or individual.
- (c) Adhoc. These appointments may be made for a limited period not exceeding 11 months to fill up a leave vacancy or a vacancy which may arise due to midsession resignation/removal of a teacher. Such vacancy may also occur if the management is unable to find a suitable teacher for employment due to remote/peculiar location and as a compulsion a teacher is required to be hired who may not be meeting all the QR and standard as expected. Such employment should not exceed one academic session. On completion of such employment, an adhoc teacher will have option to appear in a fresh selection process for contractual/regular category provided there is a vacancy and the individual meets the QR for that employment.
- (d) Casual. A casual employee is an employee whose employment is of a casual/seasonal/daily nature for which a vacancy does not exist in Authorized Establishment. Such employment may be given by the Principal with the permission of the Chairman on an urgent emerging situation and later ratified in the SAMC.
- (e) Part-time. He/She is to be appointed on a part-time basis for specific hours. Such employment may be given by the Principal with the permission of the Chairman on an urgent emerging situation and later ratified in the SAMC.

Notes:-

1. All regular teachers will be on probation as per Article 132. Their suitability for confirmation shall be assessed within the period of probation. Any extension of probation shall only be allowed by the Chairman Board of Administration based on specific reasons of inability to judge the efficacy of the probationer within the stipulated time.

2. *The emoluments payable to teachers employed on Fixed-term basis will be at par with the regular teachers. They shall also be given annual increments at par with regular teachers.*
3. *The salary admissible to Adhoc, Casual and Part-time Teachers may be determined by the SAMC. In case of Part-time Teachers it will be based on number of days/hours of engagement per day/week."*

Clause 119 of this Chapter reads as under:-

*"119. Teachers. Selection of teachers will be in accordance with SOP in vogue issue by HQ AWES, as amended from time to time. Appointments will be made strictly in accordance with the Authorized Establishment as laid down in Article 115."*

**4(i)(d).** Reliance placed by learned counsel for respondent No.1 upon isolated reading of a few lines of Rule 128(j) of AWES Rules & Regulations, 2011, for regularization of her services, is misplaced. This rule is subject to percentage laid down for regular and contractual TGTs in the Standard Operating Procedure (SOP). The SOP for teachers' selection were framed vide circular No.8, dated 25.09.2006 (relevant part already extracted above). A combined reading of the Rules and SOP does not point out any vested right of the TGT (appointed for a fixed term on the basis of a contract) for regularization of his/her services merely on the strength of having completed five years of contractual service. The rules entail different procedure for regularization. The Rules have also undergone amendment.

Hon'ble Apex Court in the judgment dated 24.03.2022 delivered in **Civil Appeal No.1951 of 2022**,

titled ***The State of Gujarat and others Versus R.J. Pathan and others***, was considering a case, where respondents were appointed on contractual basis on a fixed salary on a particular project for a period of eleven months in the year 2004. They continued to serve as such. On closure of the project, the State Government took a decision to place them in services of Indian Red Cross Society. The respondents approached the High Court for regularization of their services and also challenged their placement in the Red Cross Society. Their writ petition was dismissed by the learned Single Judge, but allowed by the Division Bench. Before the Hon'ble Apex Court, the respondents, relying upon (2006) 4 SCC 1, titled *State of Karnataka Versus Uma Devi* (3) and (2018) 8 SCC 238, titled *Narendra Kumar Tiwari Versus State of Jharkhand*, defended the impugned judgment of the Division bench of the High Court, on the ground of their long continuation. The Apex Court held as under:-

- "6. The order passed by the learned Single Judge dismissing the writ petition was in the year 2011. The order passed by the learned Single Judge was challenged by the respondents by way of LPA. In the year 2011, the Division Bench granted the interim relief and directed to maintain status quo and pursuant to the said interim order, the respondents were continued in service with the Government. In the year 2021, when the said LPA was taken up for further hearing, it was submitted on behalf of the respondents that as by now the respondents have worked for seventeen years, the State may be directed to absorb them in the Government and their

services may be regularised. By observing that as the respondents have worked for a long time, i.e., for seventeen years, the Division Bench has directed the State to consider the cases of the respondents for absorption/regularisation and if required, by creating supernumerary posts. However, while issuing such a direction, the High Court has not at all considered the fact that the respondents were continued in service pursuant to the interim order passed by the High Court. The Division Bench has also not appreciated the fact and/or considered the fact that the respondents were initially appointed for a period of eleven months and on a fixed salary and that too, in a temporary unit – “Project Implementation Unit”, which was created only for the purpose of rehabilitation pursuant to the earthquake for “Post-Earthquake Redevelopment Programme”. Therefore, the unit in which the respondents were appointed was itself a temporary unit and not a regular establishment. The posts on which the respondents were appointed and working were not the sanctioned posts in any regular establishment of the Government. Therefore, when the respondents were appointed on a fixed term and on a fixed salary in a temporary unit which was created for a particular project, no such direction could have been issued by the Division Bench of the High Court to absorb them in Government service and to regularise their services. The High Court has observed that even while absorbing and/or regularising the services of the respondents, the State Government may create supernumerary posts. Such a direction to create supernumerary posts is unsustainable. Such a direction is wholly without jurisdiction. No such direction can be issued by the High Court for absorption/regularisation of the employees who were appointed in a temporary unit which was created for a particular project and that too, by creating supernumerary posts.

7. From the impugned judgment and order passed by the Division Bench of the High Court, it appears that what has weighed with the High Court was that the respondents were continued in service for a long time, i.e., seventeen years. However, the High Court has not considered that out of seventeen years, the respondents continued in service for ten years pursuant to the interim order passed by the High Court. Therefore, even considering the decision of this Court in the case of Umadevi (supra), the period for which the employees have continued in service pursuant to the interim order is to be excluded and not to be counted. The High Court has totally missed the aforesaid aspect.
8. Now, so far as the reliance placed upon the decision of this Court in the case of Umadevi (supra) and the subsequent decision of this Court in the case of Narendra Kumar Tiwari (supra), relied upon by the learned counsel appearing on behalf of the respondents is concerned, none of the aforesaid

decisions shall be applicable to the facts of the case on hand. The purpose and intent of the decision in *Umadevi (supra)* was, (1) to prevent irregular or illegal appointments in the future, and (2) to confer a benefit on those who had been irregularly appointed in the past and who have continued for a very long time. The decision of *Umadevi (supra)* may be applicable in a case where the appointments are irregular on the sanctioned posts in regular establishment. The same does not apply to temporary appointments made in a project/programme.

- 8.1. Even in the case of *Narendra Kumar Tiwari (supra)* also, it was a case of irregularly appointed employees. Even otherwise, in view the facts and circumstances of *Narendra Kumar Tiwari (supra)*, the said decision shall not be applicable to the facts of the case on hand. The case before this Court was with respect to the employees working with the State of Jharkhand which was created only on 15.11.2000 and therefore it was contended on behalf of the irregularly appointed employees that no one could have completed ten years of service with the State of Jharkhand on the cut-off date of 10.04.2006, which was the cut-off date fixed under the relevant rules of the State of Jharkhand.
9. Even otherwise, it is to be noted that though not required, the State, instead of putting an end to the services of the respondents, graciously placed the respondents in the Indian Red Cross Society. No duty was cast upon the State to transfer them to another establishment in a case where it is found that the employees are appointed in a temporary unit and on a temporary contractual basis and on a fixed term salary and on closure of the temporary unit, their services are not required. However, the State Government was gracious enough to place the respondents in the Indian Red Cross Society, which the respondents did not accept.
10. From the impugned order passed by the Division Bench of the High Court it appears that the High Court has observed hereinabove that in the peculiar facts and circumstances of the case, it is directed that the order of absorption and regularisation and if necessary, by creating supernumerary posts, will not be treated as a precedent in other cases. Even such a direction could not have been passed by the Division Bench of the High Court as there were no peculiar facts and circumstances which warranted the above observation. No such order of absorption and/or regularisation even if required for creating supernumerary posts and not to treat the same as precedent could have been passed by the High Court in exercise of powers under Article 226 of the Constitution of India.”

In view of above, in the facts of the case and applicable rules/circulars, services of respondent No.1

engaged on a fixed contractual period, cannot be ordered to be regularized merely on completion of five years of service.

**4(ii).** It is not in dispute that respondent No.1 was appointed initially on temporary basis w.e.f. 08.04.2006 to 31.03.2007, 09.04.2007 to 31.03.2008 and 08.04.2008 to 31.03.2009 and thereafter on contractual basis w.e.f. 03.04.2009 to 02.04.2012, 10.04.2012 to 09.04.2015, 17.04.2015 to 16.04.2016 and 25.04.2016 to 24.04.2017. The appointment of respondent No.1 on temporary and contractual basis in different spells was made by the appellants after conducting the selection process as per the then prevailing circulars and Rules & Regulations.

**4(iii).** In the appointment/engagement letters issued to respondent No.1, be it on temporary or on contractual basis, it was clearly stipulated that after the expiry of the contract, she will have no lien on the post. That after the expiry of temporary/contractual service period, she will automatically cease to be in service of appellants' school. Respondent No.1, at the time of entering into temporary/contractual appointment, was fully aware of the fact that the appointment being offered to her was temporary/contractual in nature and for a fixed period. That she will have to participate in the fresh selection process after



expiry of her temporary/contractual tenure of service. It is for this reason that she had been applying and appearing in the selection process for the post of TGT (Music) year after year and competing with other candidates. Respondent No.1 had no lien over the post.

**4(iv).** The appellants had issued fresh advertisement in March, 2017 for the posts of TGTs including TGT (Music). Respondent No.1, who had been applying and appearing for the post of TGT (Music) in the previous years, did not apply this time for the said post. The appellants went ahead with the selection process as the contractual period of respondent No.1 on the post of TGT (Music) was coming to an end on 24.04.2017. The interviews were held in April, 2017. One Smt. Sangeeta Sahota emerged meritorious amongst the participating candidates. She was selected and appointed as TGT (Music) on 21.04.2017. In her writ petition, respondent No.1 concealed these material facts. Smt. Sangeeta Sahota was not impleaded as a party in the writ petition. Interim order was passed in the case on 24.04.2017, directing the appellants to allow respondent No.1 to discharge her duties as TGT (Music) on the same terms & conditions. The fact remains that respondent No.1 had not participated in the fresh selection process

conducted by the appellants in April, 2017 and further that another person, Smt. Sangeeta Sahota, stood already selected for the post of TGT (Music), which was earlier occupied by respondent No.1. Smt. Sangeeta Sahota was appointed on the post in question on 21.04.2017. Respondent No.1 had automatically ceased to be an employee of the appellants on the expiry of her contractual period of service. She could not be regularized against the post in view of above discussion. Also, Smt. Sangeeta Sahota's rights, who was not a party to the case, had also intermingled and involved on the post in question.

**5.** For all the forgoing reasons, the direction issued in the impugned judgment to regularize the services of respondent No.1 cannot be sustained. The appeal is accordingly allowed. The impugned judgment dated 04.05.2021 passed by the learned Single Judge in CWP No.480 of 2017 is set aside.

It is, however, clarified that remuneration, if any, paid by the appellants to respondent No.1 for the period after 24.04.2017, i.e. after the expiry of her contractual service period, on account of interim directions passed in her writ petition, shall not be recovered from her.

The issue as to whether the appellants-School is amenable to the writ jurisdiction was not urged before us. We leave this question open for the appellants to be raised in appropriate proceedings.

The appeal stands disposed of in the above terms, so also the pending miscellaneous application(s), if any.

**CWP No.2693 of 2021**

Heard learned counsel for the parties.

Petitioner in this petition is Smt. Sangeeta Sahota, who was appointed in the respondent-School initially as an ad hoc teacher [TGT(Music)] for a fixed period from 21.04.2017 to 16.03.2018 and thereafter on contractual basis for a fixed tenure of three years, i.e. with effect from 09.04.2018 to 31.03.2021. She has prayed for direction to the respondents (i) to allow her to continue as TGT (Music); (ii) for regularization of her services and (iii) for retention of school accommodation given to her in lieu of her engagement as TGT (Music).

In view of ratio of the above judgment rendered in the connected LPA No.97 of 2021, the writ petitioner, Smt. Sangeeta Sahota, was entitled to discharge her duties as TGT (Music) in the respondent-School only as per the

terms & conditions of her appointment letter. Prayers made in the writ petition cannot be accepted. In the peculiar facts of the case, it is ordered that any remuneration paid to the petitioner beyond the tenure of her appointment, pursuant to the interim orders passed in the petition, shall not be withdrawn from her.

No other point was urged.

The writ petition stands disposed of in the above terms, so also the pending miscellaneous application(s), if any.

**(Mohammad Rafiq)**  
**Chief Justice**

**(Jyotsna Rewal Dua)**  
**Judge**

March 30, 2022  
*Mukesh*