

HIGH COURT OF MEGHALAYA
AT SHILLONG

WP (C) No.490/2021

Date of Order: 08.04.2024

Everest Star Hynniewta

..... Petitioner

Vs.

1. State of Meghalaya, represented by its Chief Secretary.
2. The Sub-Divisional School Education Officer, Sohra Civil Sub-Division, Sohra.
3. The Village Dorbar Upper Primary School, Laitmawsiang, represented by its Headmaster.
4. The Village Dorbar Upper Primary School Managing Committee, Laitmawsiang, represented by its Secretary.
5. The Dorbar Shnong Laitmawsiang, represented by its Headman/Sordar.

..... Respondents

Coram:

Hon'ble Mr. Justice S. Vaidyanathan, Chief Justice

Appearance:

For the Petitioner : Mr. S.R. Lyngdoh, Adv

For the Respondents : Mr. S. Sengupta, Addl.Sr.GA with
Mr. H. Abraham, GA
Mr. P. Yobin, Adv for R/3-5

ORDER: (ORAL)

The present writ petition has been filed challenging the order dated 24.11.2016 for terminating the services of the petitioner as an Assistant teacher.

2. The case of the petitioner is that he joined the services of the Village Dorbar Upper Primary School, Laitmawsiang as an Assistant Teacher in the year 1996 and recognizing his hard work he was promoted as Headmaster-cum-Secretary of the Managing Committee in the year 1998. Without any rhyme or reason, the petitioner was terminated on 16.12.2015 by the respondent school on the ground that the petitioner was continuously absent from duty. Subsequently, on 04.04.2016 the petitioner was again appointed as an Assistant Teacher and after serving the school without any blemish, he was terminated on 24.11.2016. According to the petitioner, the termination order dated 24.11.2016 is contrary to the principles of natural justice and that the illegal order of termination dated 24.11.2016 needs to be interfered with. The petitioner admitted that he has not challenged the order dated 16.12.2015.

3. Mr. P. Yobin, learned counsel for the respondent Nos.3 to 5 submitted that the school receives grant-in-aid and is managed by the School Committee. Even though the petitioner was appointed as an Assistant Teacher in the year 1996 and was promoted as Headmaster in the year 1998, the petitioner was terminated from his services on 16.12.2015. This order is not challenged by the petitioner. In order to give another opportunity, the petitioner was given appointment afresh as an Assistant Teacher on 04.04.2016 and he was found to be irregular and

that the midday meal scheme was also misused by him. Hence, his services were terminated on 24.11.2016 vide Annexure-6 to the writ petition. That apart, the petitioner had also entered into a Compromise Deed dated 05.12.2016 with the respondent school whereby, the petitioner had agreed to receive a compensation by means of golden handshake and the English version of the Compromise Deed is extracted below:-

“THIS DEED OF COMPROMISE WAS MADE TODAY THE 5TH DAY OF DECEMBER, 2016 IN VILLAGE DORBAR UPPER PRIMARY SCHOOL, LAITMAWSIANG, SOHRA.

THIS DEED OF COMPROMISE IS MADE BETWEEN THE SCHOOL MANAGING COMMITTEE OF VILLAGE DORBAR UPPER PRIMARY SCHOOL LAITMAWSIANG SOHRA AND SHRI EVERESSTAR HYNNIEWTA IN THE PRESENCE OF THE MEMBERS OF HUMAN RIGHTS COUNCIL OF INDIA.

Witnesseth that, we as the School Managing Committee Village Dorbar Upper Primary School, Laitmawsiang, Sohra, that after the conversation which lasted for two days, we have settled with Shri. Evereststar Hynniewta to reconcile by taking a mutual agreement, to detach all the problems and confusion that has emerged in the school, from today the 5th day of December, 2016, without any coercion from others.

Therefore, for an in consideration of the mutual agreement herein established the parties hereto agree as follows:

On behalf of Shri. Evereststar Hynniewta:

1. Shri. Evereststar Hynniewta will no longer be the teacher of our School, vide letter dated 24/11/2016, which has been sent to him on 26/11/2016.
2. Shri Evereststar Hynniewta have to return all the equipments and belonging of the School including the passbook, midday

meal permit, godrej keys and quarter, sports equipments, Secretary and Headmaster seal, which are in his possession as admitted by him.

3. Shri. Everesstar Hynniewta decided not to withstand against the School from today onwards after this compromise.

**On behalf of the School managing Committee Village
Dorbar Upper Primary School, Laitmawsiang:**

4. The School Managing Committee will provide the experience certificate to Shri. Everesstar Hynniewta according to his service.

5. The School Managing Committee will pay his salary according to his working days and not according to his demand, and Shri. Everesstar Hynniewta also agreed and accepted.

6. The School Managing Committee decided to disregard all the things that had happened and all the complication that has emerged in the school from today onwards after this compromise. At the same time, the SMC will stand on the same foundation and not to change this agreement, even if Shri. Everesstar Hynniewta break this deed of compromise.

On Shri. Everesstar Hynniewta having willingly to compromised, the Village gave him Rs.24,000/- as a gift, which was acknowledged by him.

The representative of the Human Right Council of India was also present and witness this day in which both the parties agreed for settlement.

This decision witness before man and God, and sign today in the presence of the witnesses of both the parties, today the 5th day of December, 2016, without breaking the agreement afterwards.

COMPROMISE BETWEEN

Sd/-

Smti. Iomsila Khonglam,
President
Village Dorbar U.P.School,
Laitmawsiang, Sohra

AND

Everesstar Hynniewta”

4. Though the petitioner has vehemently contended that the action of the school is in violation of the principles of natural justice, reading of the papers before this Court would make it very clear vide Annexure-3 of the affidavit dated 30.01.2023 filed by the respondent Nos.3 to 5 that the petitioner was asked to appear before the Disciplinary Committee to explain his adamant stand against the school authority. It is apparent that there was no show cause memo or charge memo calling him to explain before the Disciplinary Committee. The nature of the misconduct was also not revealed to the petitioner and there was no appointment of any inquiry officer for conducting the enquiry. Though I agree with the contention of the petitioner that there is a complete violation of natural justice, in order to give quietus to the matter, the petitioner himself has voluntarily entered into a compromise and accepted a sum of Rs.24,000/- which was acknowledged by him. Once the petitioner has signed the Compromise Deed acquiesced of his right, he has no right to agitate after receipt of the compensation amount. The petitioner has also not received the amount by making endorsement 'under protest'. The petitioner has challenged the order dated 24.11.2016 only in the year 2021 after a lapse of five years. On the ground of laches, the writ petition needs to be dismissed as devoid of merits.

5. In view of the above, I find there is no merit in the writ petition and the same is dismissed without costs.

(S. Vaidyanathan)
Chief Justice

Meghalaya
08.04.2024
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