

HIGH COURT OF JAMMU & KASHMIR AND LADAKH
AT JAMMU

WP(C) No. 44/2022

Sachin Kumar Choudhary
S/o Narinder Choudhary
R/o W.no 4, Govind Nagar
Tehsil Nowshera, District Rajouri. Petitioner/Appellant(s)

Through:- Mr. Abhishek Gupta, Advocate

V/s

1.UT of J&K through the Principal Secretary to the Government,
Department of School Education, Jammu.

2. Director School Education, Jammu.

3. Chief Education Officer, Rajouri.

4. Project Director, Samagra Shiksha.

5. ICAI Edu skills Pvt. Ltd.
ZO: PP-6, IIIrd floor, Pitampura,
Near Gopal Mandir, New Delhi- 110034.

6. Bishamber Dass,
Principal Government Higher Secondary School,
Chingus, Rajouri.

....Respondent(s)

Through:- Mr. Raman Sharma, Sr. AAG

CORAM :

HON'BLE MR. JUSTICE VINOD CHATTERJI KOUL, JUDGE

ORDER

06.08.2025

1. The petitioner has approached this Court seeking quashment of relieving order No. HSS/C-21/383 dated 06.12.2021, issued by respondent No.6, on the ground that

the said order has been passed without authority and jurisdiction and in violation of due process of law.

2. The factual matrix, as averred in the petition, is that the petitioner was appointed as a Vocational Teacher (Retail Sector) in Government Higher Secondary School, Chingus, Rajouri, by respondent No.4 on the recommendation of a duly constituted selection committee, after public advertisement, written test, and interview. His contractual engagement, initially for one year, was extended annually based on performance evaluation.

3. It is stated that after the posting of respondent No.6 as Principal, disputes arose as he allegedly interfered in the petitioner's teaching work under the guise of supervision and directed him to teach unrelated subjects such as Science, Biology, and Mathematics to higher classes, which was beyond his expertise and detrimental to students' interests. Upon the petitioner's refusal, respondent No.6 allegedly used abusive language, threatened to remove him from service, and subsequently issued the impugned relieving order, barred him from signing the attendance register, and prevented him from taking classes. The petitioner asserts that the Principal had no power to terminate his services and that only the appointing authority could remove him after following due process.

4. The respondents, in their objections, submit that the petitioner was engaged as a Vocational Trainer on a retainer basis with M/s ICA Edu Skills Pvt. Ltd., at remuneration of ₹20,000/- per month, under an obligation to devote his full time and effort to the project and the company's well-being. It is averred that despite repeated advice to improve his performance and conduct, the petitioner failed to do so.

5. It is further submitted that the petitioner's initial engagement was for one year at GHSS Chingus and that he was relieved from the said school vide Order No. HSS/C-21/383 dated 06.12.2021, on the grounds mentioned therein, after affording him an opportunity of being heard. Along with the objections, a copy of the "Offer/Assessment for Retainership" dated 03.11.2017, issued by ICA Edu Skills Pvt. Ltd., Kolkata, West Bengal, to the petitioner, has been annexed.

Paras 6.1 and 6.2 (General Provisions) of the said offer read as under:

1. " 6.1 As a retainer with the Company, you will be obliged to devote your entire time, attention and effort to the furtherance of the Project and to continually develop your professional skills in the interest and well being of the Company and yourself. You will abide by all the policies of the company on working hours, holidays and travel.

6.2. During the course of your retainer assignment, if you at any time render yourself incompetent to perform your assignments or if you misconduct yourself or be disobedient, intemperate, irregular in attendance, commit any breach of the terms of your contract or of any of the stipulations herein contained or of Code of Business Conduct of the Company or any Company

Policy, the Company shall without prejudice to any of its rights under the terms herein contained or as may be available to it, be entitled to terminate your retainer ship forthwith without notice or payment in lieu of notice and to deduct from your retainer fee or other dues, if any, then payable to you, the amount of any damage age the Company may have sustained.”

6. Heard learned counsel for the parties and perused the material on record.

7. It is undisputed that the petitioner’s engagement was contractual in nature, made through a private implementing agency, namely M/s ICA Edu Skills Pvt. Ltd., though his services were rendered in a Government school. As per clause 6.2 (General Provisions) of the retainership agreement, the petitioner’s engagement was subject to termination without notice if he became incompetent, misconducted himself, violated company policies, or breached contract terms.

8. A perusal of the impugned relieving order dated 06.12.2021 reveals that the petitioner has been relieved from GHSS Chingus due to poor performance and conduct, with a direction to report to the concerned quarters for further duties.

9. The contractual terms governing the petitioner’s engagement clearly empower the implementing agency to take such action. No violation of statutory provisions or principles of natural justice has been demonstrated. Therefore, no fault can be found with the impugned order.

10. The instant petition is found to be without any merit and is, accordingly, dismissed.

(VINOD CHATTERJI KOUL)
Judge

JAMMU
BIR
05.08.2025

