

IN THE HIGH COURT OF HIMACHAL PRADESH, SHIMLA

CWP No. 7057 of 2021

Reserved on:- 14.07.2026

Decided on: 27.07.2026

Uploaded on: 27.07.2026

Sh. Anil Kumar ... Petitioner

Versus

State of H.P. and others ... Respondents

Coram

Hon’ble Mr. Justice Ajay Mohan Goel, Judge.

Whether approved for reporting?¹ Yes

For the petitioner : Mr. Dheeraj Kumar Verma, Advocate.
For the respondents : Mr. Rahul Thakur, Dy. Advocate General.

Ajay Mohan Goel, Judge

By way of this writ petition, the petitioner has approached this Court *inter alia* praying for the following reliefs:-

“i. That the orders passed by the Respondents vide impugned ANNEXURE P-6_dated 04-12-2019 Passed by the Respondent No. 3 Ld. Dy. Director Elementary Education Nahan, and in pursuance to that Orders and dated 26-10-2020 ANNEXURE P-12 and order dated 20-05-2024 ANNEXURE P-18 passed by the Respondent no. 2 i.e. Director Elementary Education H.P. may kindly be quashed and set aside and the Respondents may kindly be directed to re-instate the Petitioner in service.

ii. That the respondents may kindly be directed to accept the Joining report of the Petitioner as SHASTRI (PTA) in the school

¹ Whether reporters of the local papers may be allowed to see the judgment?

where he was last employed.

That the Respondents may be directed to grant all the consequential benefit to the petitioner i.e. Pay, Seniority and allowance along with back wages to the petitioner. The respondent may also be directed to pay interest on said pay and allowance pay, allowances and back wages at the rate as deemed fit."

2. The case of the petitioner is that he was initially appointed as a Shastri under the PTA (GIA Rules 2006) in the year 2008. As per the petitioner, the Government of Himachal Pradesh issued instructions vide letters dated 16.08.2013, 24.05.2014, 18.12.2014, 29.12.2014 and 02.01.2015, to take over the services of PTA provided teachers, who had completed seven years of continuous service, subject to their fulfilling requisite qualifications on contract basis. It is further the case of the petitioner that in the year 2019, an FIR was lodged against him on 27.11.2019 at Women Police Station, Nahan, i.e. FIR No. 39 of 2019, under Sections 452, 376 and 506 of the Indian Penal Code. The petitioner was arrested after lodging of the FIR and his services were terminated by the Department without giving any opportunity and without holding any Departmental Enquiry in terms of Annexure P-6 appended with the petition. He also remained on police remand and thereafter, in judicial custody upon his arrest till 08.01.2020, when he was released on bail in a bail application preferred by him before this

Court. Thereafter, the petitioner immediately requested the respondents for his reinstatement, however, needful was not done by the Authorities and his case was rejected on 26.10.2020, citing the reasons that there was no provision in the contract agreement that once the services of an incumbent appointed on contract basis were terminated, he could not be reinstated.

3. To cut the controversy short, in the trial which resulted from the lodging of the FIR against the petitioner, he was acquitted in terms of the judgment passed by learned Special Court, Sirmaur, Annexure P-16, dated 12.08.2023. Thereafter, the petitioner again applied for restoration of his contract service, but the same has been rejected in terms of Annexure P-18, which order reads as under:-

“OFFICE ORDER

Whereas an application has been received from Sh. Anil Kumar S/O Sh. Kewal Ram, Vill- Hallan, Tehsil- Shillai, District Sirmour (HP) with a request to the undersigned for restoration of his contract service after he is acquitted from the charges against him by the Hon'ble Court of Ld. Additional Session Judge, Fast Track, Special Court (Rape/ POCSO), Sirmour at Nahan hp, on 12-8-2023.

Whereas, a suitable opinion in the case of above Incumbent has been received from the District Attorney, Nahan is as under-

"Charges formed against Sh. Anil Sharma Involves moral turpitude & though he was acquitted & the benefit has been extended on technical reasons. Mere acquittal of the accused

in criminal case would not automatically entitled him to being declared fit for the restoration of the subject post.

"If acquittal has been recorded in a case involving moral turpitude or offence of heinous/serious nature on technical grounds, the employer may consider all relevant facts as to antecedents & may take appropriate decision as to the continuance of the employee.

Mere acquittal does not entitle an employee to re-engage in service.

Whereas the services of Sh. Anil Kumar S/O Sh. Kewal Ram has already been terminated as he violated the clause-3(annexure-B) form of contract/contract agreement is no longer required to be retained in Govt. Services as a teacher. Worthy Director of Elementary Education, Shimla-1 vide his letter No. EDN-H(III)B(1)1/2020-Inquiry -Smt dated 26-10-2020 has clearly clarified that there is no provision in the contract agreement that once services are terminated, be re-engaged again.

Now therefore, in view of facts/reasons as above his contract services cannot be re-engaged/restored."

4. Feeling aggrieved, the petitioner has approached this Court by way of present petition.

5. Learned Counsel for the petitioner argued that the reason as to why the services of the petitioner were terminated was the lodging of the FIR against him. He submitted that once the trial, which ensued from said FIR, resulted in the acquittal of the

petitioner, thereafter he cannot be made to suffer on account of a false criminal case having been lodged against him. By relying upon the contents of the judgment passed by learned Special Court, learned Counsel submitted that perusal thereof demonstrates that the acquittal of the petitioner was an honourable acquittal, as it has been categorically held by learned Special Court that in the facts and circumstances of the case and material available on record, including the statement of the prosecutrix as well as her sister, which do not appear to be trustworthy, reliable and unblemished, possibility of false implication of the petitioner in the matter could not be ruled out. Learned Counsel further submitted that in this backdrop, the act of the respondents of not reinstating the petitioner is completely arbitrary as he cannot be made to suffer for no fault of his. Learned Counsel further submitted that once the trial resulted in honourable acquittal of the petitioner, he had a right to be honourably reinstated in service as from the date of termination because the petitioner has already suffered the rigours of facing the trial and thereafter, he cannot be made to suffer again by not reinstating his services, as that again will amount to a situation wherein the petitioner will be made to suffer on account of lodging of a false FIR against him by losing his job for ever and too with a stigma.

6. On the other hand, learned Deputy Advocate General argued that the services of the petitioner, who was engaged on contract basis, were terminated as an FIR was lodged against him for commission of trespass, rape and threat to kill, which are grievous offences. He submitted that the petitioner was arrested in the FIR on 28.11.2019 and thereafter, an enquiry was held against him by appointing an Enquiry Officer, who was the Principal of the Government Senior Secondary School, Majra. He submitted that in the backdrop of what transpired before the Enquiry Officer and taking into consideration the gravity of the charges levelled by the complainant against the petitioner, who was serving on contract basis as also the enquiry conducted by the Deputy Director of the Elementary Education, Sirmaur at Nahan, the services of the petitioner were rightly terminated. He further submitted that after the petitioner was acquitted on 12.08.2023, he had applied for restoration of his services and the matter was submitted for legal opinion of the District Attorney, Sirmaur. He further submitted that in light of the legal opinion of the District Attorney as also the Committee constituted by the Deputy Director of Elementary Education to consider the case of the petitioner which report is appended with the reply Annexure R-2/2, it was decided not to restore the services of the petitioner, as he was found involved in

case of moral turpitude and mere acquittal did not entitle the petitioner to be reinstated in service. No other point was urged.

7. I have heard learned Counsel for the petitioner as well as learned Deputy Advocate General and have also carefully gone through the pleadings as well as documents appended therewith.

8. Having heard learned Counsel for the parties and having carefully gone through the pleadings as well as the record of the case, this Court is of the considered view that the act of the respondents of not restoring the appointment of the petitioner after his acquittal by the learned Special Court is not sustainable in the eyes of law.

9. The petitioner, who was serving on contract basis, was terminated on account of the lodging of the FIR against him. Of course, the allegations levelled against the petitioner were grave and heinous, but the fact of the matter remains that the petitioner has been acquitted in terms of the judgment passed by the learned Special Court.

10. I have carefully perused the judgment passed by the learned Special Court and a perusal thereof demonstrates that the acquittal of the petitioner in the case is not by giving him the benefit of doubt *per se*. In the facts and circumstances of the case and in the backdrop of the findings returned by the learned Special Court,

said acquittal can be termed to be an honourable acquittal. It has been categorically held by the learned Special Court in paragraphs 41 to 44 of the judgment as under:-

41. *The accused had allegedly committed rape upon the prosecutrix multiple times upon a bed sheet Ext.MO-2. However, SFSL reports Ext.P39, Ext.P40 are not favourable to the prosecution, because even any trace of semen was not detected upon the said woolen bed sheet.*

42. *It is case of the prosecutrix itself that few people were residing in her adjoining room(s). There is nothing on record to establish that the prosecutrix ever raised any hue and cry to oppose any act of the accused w.e.f March/April 2019 till filing complaint Ext.P1/PW1 by her. On the other hand, it cannot be ruled out that she was having some affection for the accused. No cogent reason is established to explain delay in lodging FIR in the matter. The prosecutrix even refused for her medical examination for which an adverse inference can be drawn against her.*

43. *Keeping in view facts and circumstances of the case and material available on record, statements of the prosecutrix (PW1) as well as her sister (PW2) do not appear to be trustworthy, reliable and unblemished. Statement of the prosecutrix does not appear to be of sterling quality. False implication of the accused in the matter can also not be ruled out.*

44. *Keeping in view my discussion above, it can be safely held that the prosecution could not cogently and firmly prove the allegations to constitute offence punishable under Sections 452,*

376, 506 of the IPC against the accused. Accordingly, present Point No.1 is answered in negative and decided against prosecution.”

11. Above findings demonstrate that the learned Special Court has observed that the statements of the prosecutrix as well as her sister did not appear to be trustworthy, reliable, and unblemished. Learned Special Court also held that the statement of the prosecutrix did not appear to be of sterling quality and possibility of false implication of the accused in the matter could not be ruled out.

12. Now, in this backdrop, if one peruses the contents of the impugned order Annexure P-18, one finds that in terms thereof, the request of the petitioner for reinstatement in service has been rejected on the opinion of the District Attorney and by further holding that the petitioner had violated Clause 3 of the contract agreement and his services were no longer required.

13. In fact, the opinion of the District Attorney, Nahan, to the effect that the accused/petitioner was acquitted, as benefit was extended to him on technical reasons, on the face of it, is incorrect. No benefit was given to the accused on technical grounds. The accused was acquitted because the prosecution was not able to prove its case.

14. As has been observed by me herein above, there are

categorical findings returned by the learned Special Court that there was a possibility of the accused being falsely implicated in the case by the prosecutrix. Learned Special Court has also observed that the statements of the prosecutrix and her sister were not trustworthy at all. Now, these findings cannot be termed as technical findings, or a judgment announced on these findings, cannot be termed to be a benefit extended on technical reasons or even doubt.

15. Therefore, this Court has no hesitation in holding that the District Attorney, Nahan, has completely erred while opining that the acquittal of the accused in the case was on technical grounds.

16. Further, the reasoning given in the impugned order that the services of the petitioner stood terminated as he violated Clause 3 of the contract agreement is also not sustainable in the eyes of law, for the reason that as per the employer, Clause 3 of the contract agreement stood allegedly violated on account of the lodging of the FIR against the petitioner. Once the trial which ensued from that FIR has resulted in the acquittal of the accused/petitioner, there is no question of violation of Clause 3 of the agreement, because the alleged violation of Clause 3 of the contract agreement came to an end with the acquittal of the petitioner/accused in the criminal case.

17. As far as the stand of the department that there is no provision in the contract agreement that once the services are

terminated, the same can be reinstated is concerned, the same is also liable to be negated for the reason that the reinstatement of the petitioner in the present case is neither at the mercy of the terms of the agreement nor at the mercy of the department.

18. The department had terminated the services of the petitioner on account of the lodging of the FIR against him. Once the foundation of the termination has eroded on account of the petitioner having been acquitted in the criminal trial, the termination order has to be set aside/recalled, and the status of the petitioner has to be restored, as it was before the termination of his services.

19. Accordingly, in the light of the above observations, this writ petition is allowed. Impugned Annexures, P-6, dated 04.12.2019, Annexure P-12, dated 26.10.2020 and Annexure P-18, dated 20.05.2024, are quashed and set aside. Respondents are directed to reinstate the petitioner as from the date when he was terminated, with all consequential benefits, including seniority and the right of regularization in terms of the policy of the State Government. However, it is ordered that as up to the date of the acquittal of the petitioner, the benefits which befall upon the petitioner on account of his reinstatement shall be notional and as from the said date, actual monetary benefits shall be given to him

within three months from today. In case, needful is done within three months, the due amount will not entail any interest but if the same is not done within the said period, then due amount shall entail simple interest @ 6% per annum from the date of judgment.

With these observations, the petition stands disposed of. Pending miscellaneous application(s), if any also stand disposed of accordingly.

(Ajay Mohan Goel)
Judge

July 27, 2026
(narendar)