

HON'BLE SRI JUSTICE R.KANTHA RAO

Writ Petition No.16471 of 2015

Date: 18-6-2015

Between

S.Chinna Pulla Reddy
and another

... Petitioners

and

The State of A.P.,
Rep. by its Prl. Secretary,
School Edn., Secretariat,
Hyderabad;
and 2 others

... Respondents

HON'BLE SRI JUSTICE R.KANTHA RAO

Writ Petition No.16471 of 2015

Order:

Heard Sri Y.Subba Rao, learned counsel appearing for the petitioners, the learned Government Pleader for School Education for the State of Andhra Pradesh appearing for the 1st respondent and Sri Bhaskar Gorla, learned Standing Counsel for the respondents 2 and 3-Andhra Pradesh Sarva Shiksha Abhiyan (APSSA).

2. The 1st petitioner was appointed as a Technical Supervisor on 01-10-2012 and the 2nd petitioner was appointed

as Technical Supervisor on 12-12-2012. It is submitted by them that though they have been discharging their duties efficiently, their services were terminated by order dated 22-5-2012 without any notice. The said termination order is challenged in the writ petition.

3. It is contended by them that as per Clause 6 of the Appointment Order, dated 22-9-2012, at least one month's notice should be given before terminating the services of the petitioners, but no such notice was issued to the petitioners.

It is further submitted that they are only Supervisors who gave guidance to the School Management Committees and they cannot be made responsible for the non-construction of the buildings and the allegation that they have not achieved 80% of the target fixed is not tenable.

4. Nextly, it is submitted that lot of work is available in the SSA Programme but the petitioners were terminated solely on political grounds in order to accommodate the people of the choice of the respondents.

5. The respondents filed counter affidavit contending, *inter alia*, as follows:

(a) The District Collector and Chairman, APSSA, Kurnool instructed the Project Officer to submit a report regarding the performance of the Technical Supervisors for reviewing the same on 02-5-2015 and as per the report, the performance of the petitioners, who are the Technical Supervisors, is below 80% of the target fixed and therefore, in the review meeting held on 05-5-

2015 it was decided to terminate the services of the petitioners and accordingly, their services were terminated.

(b) It is further submitted that as per Clause 7 of the Agreement/Contract Employment, dated 22-9-2012, in case of improper conduct/unsatisfactory performance by the Signatory, having regard to the particulars of the terms and conditions mentioned above, Sarva Shiksha Abhiyan shall terminate the agreement without any notice and no compensation shall be payable in such case.

(c) Therefore, according to the respondents, both the petitioners having accepted the terms and conditions of the above Agreement cannot contend that their services cannot be terminated without any notice. The reason being the petitioners have entered into an agreement with the 3rd respondent-Project Officer, APSSA on 28-4-2014 duly agreeing the terms and conditions laid down by the APSSA, Kurnool and therefore, their rights and obligations are strictly as per the terms and conditions of the aforesaid Agreement.

(d) It is further contended that the Division Bench of this Court by order dated 14-7-2014 in W.A.No.1028 of 2014 held that where the petitioners are engaged purely on contract basis they do not have even a semblance of right to continue beyond the period mentioned in the contracts.

6. The petitioners were initially appointed in the year 2012 and their tenure was extended by the consent of both the parties. It is true that in the initial Appointment Order, though it is mentioned that the services of the petitioners can be terminated without assigning any reason but by issuing one month's notice

Clause 7 of the subsequent Agreement dated 28-4-2014 shows that for unsatisfactory performance or improper conduct, the services of the petitioners can be terminated without any notice and no compensation shall be payable in such case. The petitioners signed the said agreement. Therefore, in the considered opinion of this Court now it is not open for the petitioners to contend that Clause 7 of the said Agreement does not bind them. Since the petitioners were purely engaged on contract basis, the terms and conditions of their services shall be construed strictly basing on the agreement entered into between the parties dated 28-4-2014. Therefore, they cannot contend that without notice their services cannot be terminated. Since the Agreement dated 28-4-2014 empowers the respondents to terminate the services of the petitioners if their performance is found unsatisfactory, the impugned termination order cannot be said to be illegal. As regards the performance of the petitioners, this Court cannot substitute its opinion to that of the employer.

7. For the aforementioned reasons, this Court is of the view that there are no valid reasons to set aside the impugned order of termination, dated 22-5-2015, passed by the 2nd respondent-District Collector and Chairman, APSSA, Kurnool in exercise of jurisdiction under Article 226 of the Constitution of India. The writ petition is accordingly dismissed. The miscellaneous petitions, if any, pending in this writ petition shall stand closed. No costs.

R.KANTHA RAO, J.

18th June, 2015.

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