

IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

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RSA No. 2741 of 2012 (o&m)

Date of decision : July 14, 2015

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Vaish Public School, Rohtak

.....Appellant

Versus

Krishna Rohilla and others

.....Respondents

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CORAM: HON'BLE MS. JUSTICE RITU BAHRI

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Present: Mr. D.C Dhaula, Advocate for the appellant.

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1. *Whether Reporters of Local Newspapers may be allowed to see the judgment?*
2. *To be referred to the Reporters or not?*
3. *Whether the judgment should be reported in the digest?*

RITU BAHRI, J

The appellant-defendant no.2 has come up against the judgment dated 28.2.2009 passed by the Civil Judge (Junior Divison), Rohtak, whereby the suit of the plaintiff-respondent no.1 (hereinafter referred to as `the plaintiff') has been decreed and the judgment dated 10.3.2012 passed by the Additional District Judge, Fast Track Court, Rohtak, whereby the appeal against the judgment of the trial Court was dismissed.

Respondent no.1-plaintiff had filed a suit for mandatory injunction praying that the defendants be directed to make the

payment of salary of the strike period with interest as per the agreement with the Management with a further prayer that she may be given the assignment of teaching Hindi Subject. In the second suit a prayer has been made by her that her termination order dated 5.5.2001 be declared null and void.

The plaintiff joined the services on 8.7.1985 and was confirmed as Primary Teacher on 1.1.1991 in the pay scale of Rs.1200-2040. Subsequently, she was placed in the pay scale of Rs.1640-2900 in October 1994. The plaintiff along with some other teachers went on strike on 9.5.1997 in order to get their most genuine grievances redressed by the defendants. The strike ended on 27.7.1997 due to the intervention of the district administration. An agreement was reached between the representatives of the striking teachers and members of defendant no.1 on 27.7.1997 and it was resolved in the agreement that all the regular teachers whose services were terminated by the defendant no.1 were to be taken back. They had to join on 28.7.1997. The plaintiff has asserted that she accordingly joined on 28.7.1997. It was further resolved in the agreement that the salary of the strike period would be given to the employees. The school record was summoned by the plaintiff and as per PW-3 he could not bring the record as it had been stolen. The defendants denied that there was any agreement between the parties regarding payment of salary for the strike period. As per the testimony of DW-1, an agreement took place between the management and the teachers. As per the said agreement, the

strength was to be increased by the teachers in the school so as to enhance the income of the school and that the teachers were to be taken back in service on the basis of the strength of the students. The strength was not increased and the teachers were not reinstated.

The plaintiff produced on file her appointment letter Ex. P-1, her confirmation letter Ex. P-2, her appointment letter as PGT Hindi Teacher as Ex. P-3. A perusal of the file thus shows that defendants have not been able to show as to how without following any legal procedure, the services of the plaintiff were terminated and why despite the admission of agreement the salary for the strike period was not paid to the plaintiff. In the absence of any procedure being followed to terminate the services of the plaintiff, the suit for the payment of the salary during the period of the strike has been rightly decreed by both the Courts. The plaintiff being a regular employee with the Management could not be removed from the service and thereafter reinstated without following due process. The defendants did not plead that the services of the plaintiff were terminated in view of any seniority being maintained by them. The stand taken by the defendants that termination was on account of less work load prior to the strike period was rejected as no evidence was led to show that the plaintiff was the junior most and there was necessity to terminate her services.

The suit of the plaintiff has been rightly decreed by giving a direction for the payment of the salary with interest as the

defendants did not lead any evidence to substantiate their stand.

The judgments passed by the Courts below do not call for any interference by this Court in this regular second appeal. Hence, the same is dismissed.

July 14, 2015
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(RITU BAHRI)
JUDGE