

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ W.P.(C) No. 1845/2014 & Conn.

% **25th February, 2015**

+W.P.(C) No. 1845/2014

ANITA SOHARU GULERIA

..... Petitioner

Through: Mr. M.A.Niyazi, Adv. with Ms.
Anamika Niyazi, Advocates.

versus

DIRECTOR OF EDUCATION& ORS.

..... Respondents

Through: Ms. Nikhita Khetrpal, Adv. for Ms.
Nidhi Raman, Adv. for R-1 with Ms.
S. Agarwal, DEO, zone-20.

Mr.R. Bala Subramaniam, and Mr.
Anukr Chhibber, Adv. for R-2 and 3

+W.P.(C) No. 1944/2014

MANJU NAUTIYAL

..... Petitioner

Through: Mr. M.A.Niyazi, Adv. with Ms.
Anamika Niyazi, Advocates.

versus

DIRECTOR OF EDUCATION& ORS.

..... Respondents

Through: Ms. Bandana Shukla, Adv. for R-1.

Mr.R. Bala Subramaniam, and Mr.
Anukr Chhibber, Advs. for R-2 and 3

+W.P.(C) No. 2112/2014

SHAYAM DUTT

..... Petitioner

Through: Mr. M.A.Niyazi, Adv. with Ms.
Anamika Niyazi, Advocates.

versus

DIRECTORATE OF EDUCATION& ORS.

..... Respondents

Through: Ms. Bandana Shukla, Adv. for R-1.

Mr.R. Bala Subramaniam, and Mr.
Anukr Chhibber, Advs. for R-2 and

CORAM:

HON'BLE MR. JUSTICE VALMIKI J.MEHTA

To be referred to the Reporter or not?

VALMIKI J. MEHTA, J (ORAL)

W.P.(C) No. 1845/2014

1. By this writ petition filed under Article 226 of the Constitution of India, petitioner seeks directions against the respondent no.3/Army Public School that the petitioner be considered as confirmed/regularized in service on completion of third academic year from the year in which the petitioner was appointed. Petitioner places reliance on the ratio of the judgment

delivered by this Court in the bunch of cases with the lead case being ***Writ Petition (C) No. 1439/2013*** titled as ***Army Public School & Anr. vs. Narendra Singh Nain and Anr.*** decided on 30.8.2013 and which holds that schools cannot violate the spirit of the provisions of the Delhi Schools Education Act and Rules, 1973 (DSEAR 1973) by giving *ad hoc*/temporary/non-regular appointment although the requirements of Rule 105(3) of the Delhi School Education Rules, 1973 (hereinafter referred to as ‘the Rules’) are not met. This Court has in ***Narendra Singh Nain’s (supra)*** case held qua the Army Public School itself that contractual appointments cannot continue indefinitely and such contractual appointees would be deemed to be confirmed in their posts because the school by giving artificial breaks and not confirming its employees would be acting illegally.

2. The facts of the case are that petitioner was appointed by the respondent no.3-school for the first time vide its letter dated 28.6.2010 as TGT (Science). The first period of appointment of the petitioner as TGT (Science) was from 1.7.2010 to 31.3.2011 viz the academic year 2010-2011. Petitioner’s contractual appointment thereafter continued in terms of the letter of the school dated 7.4.2011, for the period from 8.4.2011 till 28.3.2012, and which date of 28.3.2012 has to be read as 31.3.2013 in view

of corrigendum issued by the respondent no.3-school dated 11.8.2011. Petitioner was further given appointment from 8.4.2013 till 26.3.2014, in terms of the letter of the school dated 2.5.2013. Petitioner therefore has taught for most of the periods from the academic years 2010-2011 to 2013 to 2014.

3. Let us at this stage refer to the relevant paras of the judgment in the case of *Narendra Singh Nain (supra)* which are paras 3 to 11, and which read as under:-

“3. On the basis of the admitted facts: in the form of various appointment letters and the termination letters which have been issued by the petitioner-school as detailed above; the provision of Rule 105 of the Delhi School Education Act & Rules, 1973; the judgment delivered by me in the case of *Hamdard Public School Vs. Directorate of Education and Anr.* in W.P.(C) No.8652/2011 decided on 25.7.2013 interpreting Rule 105; and, the judgment of the Supreme Court in the case of *Management Committee of Montfort Senior Secondary School Vs. Sh. Vijay Kumar and Ors.*, (2005) 7 SCC 472 read with Division Bench judgment of this Court in the case of *Social Jurist, a Civil Rights Group Vs. GNCT & Ors.* 147 (2008) DLT 729, the issues which arise, and on which counsel for the parties have been heard, are first as to whether the respondent No.1 at all can be said to only be a contractual employee in terms of the first contractual appointment letter dated 3.12.2007 or whether the employment of respondent No.1 since inception in the peculiar facts of this case would have a statutory favour in view of the provisions of the Delhi School Education Act and Rules, 1973, and secondly as to whether the actions of the petitioner-school amount to over-reach the provision of Rule 105 and is, therefore, against the ratio not only of the categorical language of Rule 105 but also the ratio of the judgment passed by me in the case of *Hamdard Public School Vs. Directorate of Education and Anr.* (supra). The following issues are, therefore, crystallized for decision by this Court:

(i) Should the respondent No.1's services in the facts of this case be not taken as having statutory protection in terms of the Delhi School Education Act and Rules, 1973 since the original date of the contractual appointment in terms of letter dated 3.12.2007. Related with this issue would be whether the respondent No.1 is estopped from challenging the nature of appointment as contractual inasmuch as respondent No.1 thereafter accepted services first as a probationer and thereafter again on contractual basis.

(ii) Whether all the appointment letters, whether giving contractual appointment or as appointment on probation, have to be read in their substance and not in form whereby actually the respondent No.1 should be treated as on probation either from 28.11.2007 or in any case from 1.4.2008 and since there is no mention of termination on account of unsatisfactory services in the termination letter dated 10.6.2010, and none exist as stated in the letter dated 21.3.2010, therefore, respondent No.1 would have confirmation of employment on account of language of Rule 105 and the judgment in the case of ***Hamdard Public School Vs. Directorate of Education and Anr.*** (supra).

4. So far as the first issue is concerned, as to whether the respondent No.1's services originally w.e.f 28.11.2007 are contractual in nature or statutory in character, it would be necessary at this stage to refer to the relevant para 10 of the Supreme Court judgment in the case of ***Management Committee of Montfort Senior Secondary School Vs. Sh. Vijay Kumar and Ors.*** (supra), but, before I do so I must hasten to add that the observations which are being made by me in this judgment as regards the first issue is because of the facts of this case whereby I am not treating the first appointment as contractual in nature in spite of the letter dated 3.12.2007 so specifying because I hold this letter, and also subsequent probationary/contractual appointment letters, to be a sham and given only for denying regular employment to respondent No.1 as LDC. The repeated appointments and terminations, have persuaded me to hold that the petitioner's-school's actions are a fraud upon the requirement to normally not to appoint an employee on contract basis. Accordingly, in a case where on account of genuine exigencies a contractual appointment is required (like when a regular employee suddenly leaves etc.) then such employment will be treated as adhoc/temporary/contractual and not a statutory one having protection of the Act & Rules. With this preface let us reproduce para 10 of

Montfort Senior Secondary School's case (supra) and which reads as under:-

“10. In St. Xaviers' case (supra) the following observation was made, which was noted in Frank Anthony's case (supra):

"A regulation which is designed to prevent mal-administration of an educational institution cannot be said to offend clause (1) of Article 30. At the same time it has to be ensured that under the power of making regulation nothing is done as would detract from the character of the institution as a minority educational institution or which would impinge upon the rights of the minorities to establish and administer educational institutions of their choice. The right conferred by Article 30 is intended to be real and effective and not a mere pious and abstract sentiment; it is a promise of reality and not a teasing illusion. Such a right cannot be allowed to be whittled down by any measure masquerading as a regulation. As observed by this Court in the case of Rev. Sidhajibjai Sabhai (supra), regulations which may lawfully be imposed either by legislative or executive action as a condition of receiving grant or of recognition must be directed to making the institution while retaining its character as minority institution as an educational institution. Such regulation must satisfy a dual test the test of reasonableness, and the test that it is regulative of the educational character of the institution and is conclusive to making the institution an effective vehicle of education for the minority or other persons who resort to it."

The effect of the decision in Frank Anthony's case (supra) is that the statutory rights and privileges of Chapter IV have been extended to the employees covered by Chapter V and, therefore, the contractual rights have to be judged in the background of statutory rights. In view of what has been stated in Frank Anthony's case (supra) the very nature of employment has undergone a transformation and services of the employees in minorities un-aided schools governed under Chapter V are no longer contractual in nature but they are statutory. The qualifications, leaves, salaries, age of retirement, pension, dismissal, removal, reduction in rank, suspension and other conditions of service are to be governed exclusively under the statutory regime provided in Chapter IV. The Tribunal constituted under Section 11 is the forum provided for enforcing some of these rights.....”

5. A reference to aforesaid para shows that the Supreme Court in ***Management Committee of Montfort Senior Secondary School Vs. Sh. Vijay Kumar and Ors.*** (supra) has laid down the ratio that the very nature of employment of the employees of a school are that they are no longer contractual in nature but statutory. This observation was made by the Supreme Court in spite of the fact that the minority schools had entitlement under the provisions of Section 15 and Rule 130 of the Delhi School Education Act and Rules, 1973 to have a contract of services for its employees. It be noted that so far as the non-minority schools are concerned there is no provision in the Delhi School Education Act and Rules, 1973 to have a contractual appointment. Therefore, once if minority schools' employees cannot have contractual employment and they have to be treated as statutory employees, then a *fortiorily* non-minority schools whose employees cannot be engaged in employment on contractual basis, such employees in non-minority school would surely have statutory protection of their services. In ***Management Committee of Montfort Senior Secondary School Vs. Sh. Vijay Kumar and Ors.*** (supra) the Hon'ble Supreme Court has made it clear in the aforesaid paragraph 10 that the qualifications, leaves, salaries, age of retirement etc, removal and other conditions of services are to be governed "**exclusively**" under the statutory regime provided under the Delhi School Education Act and Rules, 1973. Once that is so, then, as per Rules 118 to 120 of the Delhi School Education Rules, 1973 the services of an employee can only be terminated on account of misconduct and that too after following the requirement of holding of a detailed enquiry and passing of the order by the Disciplinary Authority. Therefore, in view of the categorical ratio of the judgment of the Supreme Court in the case of ***Management Committee of Montfort Senior Secondary School Vs. Sh. Vijay Kumar and Ors.*** (supra) and in view of the facts of this case the respondent No. 1's services from the inception cannot be taken as only contractual in nature and would be statutory in nature. Once the services are statutory in nature, and admittedly the respondent No. 1 has not been removed by following the provisions of conducting an enquiry and passing of an order by the Disciplinary Authority as required under the Rules 118 to 120 of the Delhi School Education Rules, 1973, the respondent No. 1's services cannot be said to have been legally terminated. Respondent No. 1, therefore, continues to be in services.

6. To distinguish the applicability of the Supreme Court in the case of ***Management Committee of Montfort Senior Secondary School***

vs. Sh. Vijay Kumar and Ors. (supra), learned counsel for the petitioner has urged the following two arguments:

(i) Respondent No.1 is estopped from questioning his first appointment as contractual, thereafter appointment on probation and his termination during the probation period and thereafter again a fresh contractual appointment and finally his termination as per the last contract dated 8.4.2010. It is argued that respondent No.1 having acted upon the aforesaid sequence of events comprised in different appointments cannot now contend that the ratio of the judgment in *Management Committee of Montfort Senior Secondary School vs. Sh. Vijay Kumar and Ors.* (supra) should come to his aid.

(ii) It is argued that the judgment in *Management Committee of Montfort Senior Secondary School vs. Sh. Vijay Kumar and Ors.* (supra) was intended only to apply to minority schools and ratio of the said judgment cannot be read to apply to non-minority schools.

7. So far as the second arguments urged on behalf of the petitioner-school to distinguish the applicability of the ratio in the case of *Management Committee of Montfort Senior Secondary School vs. Sh. Vijay Kumar and Ors.* (supra), I have already dealt with this aspect above by holding, and the same is reiterated herein, that, if for minority schools, there cannot be contractual appointments, and which in fact was so envisaged under the relevant provisions of the Delhi School Education Act and Rules, 1973, then, surely and indubitably, so far as non-minority schools are concerned, and who do not have provisions even in terms of Delhi School Education Act and Rules, 1973 for making contractual appointments, the ratio of *Management Committee of Montfort Senior Secondary School vs. Sh. Vijay Kumar and Ors.* (supra) would squarely apply and the employees of the non-minority schools will be treated not as contractual employees of the schools but statutory employees having statutory protection in terms of the relevant provisions of the Delhi School Education Act and Rules, 1973.

8. So far as the first argument of estoppel is concerned, that argument is attractive only at the first blush, however, this argument overlooks the elementary principle that there is no estoppel against law. Of course, there may be estoppel against law where the provisions of law are only for private individual interest and not meant to be in public interest, however, considering that statutory protection is given to the employees of a school and which results in stability to the education

system, the same therefore cannot be held to be as not in public interest, more so after amending of the Constitution by introduction of Article 21A by which right to education has been made as a fundamental right for children from the ages of 6 to 14 years. Also one cannot ignore the fact that right to education otherwise also is an important part of Directive Principles of State Policy vide Article 41 and Article 45 of the Constitution, and thus subject of education itself has been treated by the Supreme Court as a public function and consequently, writ petitions lie against even private educational institutions. Reference need in this regard be only made to the Constitution Bench judgment of the Supreme Court in the case of *Unni Krishnan J.P. & Ors. etc. etc. Vs. State of A.P. & Ors. etc. etc. 1993(1) SCC 645* and which clearly holds that the subject of education is a public function, and hence writ petitions are maintainable even against private educational institutions.

9. That takes us to the second issue to be decided as to whether respondent no.1 should be taken to have successfully completed the probation period and more so because the termination orders dated 10.6.2010 and 21.3.2010 fall foul of the mandate of Rule 105 which requires that termination can only be for unsatisfactory services of a probationer. Therefore, at this stage, it would be necessary to reproduce the second termination of services letter dated 10.6.2010, and which reads as under:-

“Tele: 261535589

Army Public School
Shankar Vihar
Delhi Cantt-10

1105/APS SV

10 Jun 2010

Mr. Narendra Singh Nain
Admission Clerk

TERMINATION OF CONTRACTUAL APPOINTMENT

Dear Mr. Nain,

1. Please refer to your appointment letter dt 08 Apr 2010 for the post of a part time admission clerk on contractual basis.
2. The school managing committee has decided to terminate your services in the school wef 11 Jun 2010 as the school no longer requires your services.

Yours faithfully,
(S Suresh Kumar)
Brig
Chairman
APS Shankar Vihar”

10(i) A reading of the termination letter shows that nowhere in the same it is mentioned that the termination of services are on account of unsatisfactory nature of services of the respondent no.1. I have already held that the services of the respondent no.1 were statutory in nature and character from inception and not contractual, however, even if the respondent no.1 is treated as on probation w.e.f 1.4.2008 and also further so far as the extended period of probation for one year w.e.f 1.4.2009, even then, the first termination letter dated 21.3.2010 terminating the probationary services on the ground of alleged performance reports and advisories given to the respondent no.1, is illegal because it flies in the face of the fact of the requirement of non-satisfactory services which is mandatory for terminating the services of the probationer and which factor is missing in the present case. This I say so because when counsel for the petitioner was asked as to what are the performance reports and advisories given to the respondent no.1, and which is so written in the termination letter dated 21.3.2010, and which query was put because the respondent no.1 has disputed the existence of the alleged performance reports and advisories as stated in the letter of the petitioner-school dated 21.3.2010, learned counsel for the petitioner could not point out any of the alleged performance reports and advisories given to the respondent no.1 showing that his services during the period of probation and the extended period of probation were not found to be satisfactory. In the impugned order of the DST also, this aspect has been mentioned in para 22.

Thus both the termination of services letters are illegal being in violation of Rule 105.

(ii) I have already stated that once the ratio of the judgment in the case of ***Hamdard Public School Vs. Directorate of Education and Anr. (supra)*** applies, then, Courts have to very carefully examine the termination of the services order when an employee continues in the employment of a school around a period of three years. To determine the period of three years, it is not the form of appointment letters which matter, but what matter is the substance thereof. Unless the substance and not form is taken, the intent and purpose of Rule 105 as required by the legislature would stand frustrated. It was not the object of Rule 105

that an employee gets appointment under different heads either of contractual employment or probationary employment or part-time employment at the convenience of the school which can then take up a defence that the employee is not in effect in continuous employment of the school although in reality the employment is continuous but merely in different forms simply to suit the convenience of the school. I have, therefore, no hesitation in holding that I have to take the employment of the respondent no.1 as continuous either from 28.11.2007, or at least from 1.4.2008, and when so taken, it is quite clear that different designations of employment have been used to deny permanency of employment to the respondent no.1, so that, at the whims and fancies of the school services can be terminated and an employee of a school who is rightly entitled to the mandatory emoluments and protection of services in terms of Delhi School Education Act and Rules, 1973 is denied such benefits. I cannot give imprimatur of the Court to such sham actions of a school which are intended to frustrate the intention of the legislature and give uncertainty in employment to the employees of a school. Let me at this stage reproduce the relevant para of the judgment delivered by me in the case of ***Hamdard Public School Vs. Directorate of Education and Anr. (supra)*** and this para 11 reads as under:

“11. Now that takes us to the most vexed question as to what should be a reasonable period. We will have to keep in mind Article 21A of the Constitution for this purpose. To understand the issue of what should be a reasonable period qua Rule 105 as regards a teacher, let us start with two extreme examples. One extreme example is that probation period cannot be extended at all for the third year and the other extreme example is that the probation period can be kept on extending by the management even till the age of superannuation. Obviously, both these extreme situations cannot decide what is a reasonable period. In many statutory rules and rules of many organizations, there is provided a three year period of probation like in the case of ***Lawrence School (supra)***. Therefore, probation period undoubtedly can be of 3 years under Rule 105 because as already stated there is no outer limit of probation period provided. The question is that for how long beyond the third year can a period of probation continue. In my opinion, reasonable period will have to be dependent on the facts of each case including as to what is the post or nature of employment in question, what are the terms and conditions agreed to at the time of original appointment and subject

of course to the same being in accordance with Delhi School Education Act and Rules, 1973. The nature of job or duties to be performed by the teacher will also have to be kept in mind. It will also have to be kept in mind whether the teacher will be overage for similar employment if he/she is not confirmed. Keeping in mind all the relevant facts, probation period, except in exceptional cases, so far as a teacher is concerned, should not continue beyond a period of 5 years from the first date of appointment. Even a period of 4/5 years has to be really in a very grave and exceptional case depending on the facts of that case. However, I do not express myself finally with respect to what should be a reasonable period between 3 to 5 years because Courts will necessarily examine that aspect in the facts and circumstances of each individual case. I am making these specific observations with respect to the maximum period of probation being ordinarily only of 5 years because in the absence of fixing an outer limit by the statute viz Rule 105, the entire purpose of a probation period and a probationary teacher being confirmed would be defeated by the machinations of the management of the schools in certain cases thus affecting education and bringing in of Article 21A in the Constitution. Therefore, I hold that the Rule 105 must be so interpreted that the reasonable period therein should ordinarily be around three years, should not extend beyond five years in most of the cases, and, in the rarest or rare cases, one more year upto 6 years may be considered. However again at the cost of repetition it is stated that six years period is being observed only as a most grave and rarest of rare circumstance in a case, and ordinarily, a probation period qua a teacher should not extend beyond/around three years which is a reasonable period, and as per the facts and circumstances of certain case, and which issues/decisions are of course justiciable before Courts the probation period can go up to 5/6 years as stated above.”

11. Therefore, I hold that even if the respondent no.1 was not a statutory employee from the first date of the employment in terms of the ratio of the Supreme Court judgment in the case of ***Management Committee of Montfort Senior Secondary School vs. Sh. Vijay Kumar and Ors.*** (*supra*), even then, the respondent no.1's services as a probationer were illegally terminated by the letter dated 21.3.2010 as there is nothing in the form of unsatisfactory services of the respondent no.1 inasmuch as the convenient language used in the letter dated

21.3.2010 is wholly unsubstantiated. Also on applying the ratio of *Hamdard Public School Vs. Directorate of Education and Anr. (supra)* ordinarily a period of three years should be the maximum period of probation and when we take the total period of employment of the respondent no.1 with the petitioner-school i.e from 28.11.2007 to 10.6.2010 this period of probation comes to around three years and, therefore, I hold that there is nothing before me to hold that the period of probation should not ordinarily be taken to have been already completed when the termination letter dated 10.6.2010 was issued by the petitioner-school and which does not refer to any unsatisfactory services of the respondent no.1.”

4. In view of the facts of the present case stated above, this case is clearly covered by the ratio of the judgment in the case of *Narendra Singh Nain (supra)*. The judgment in the case of *Narendra Singh Nain (supra)* has achieved finality because the said judgment has not been challenged by the Army Public School before a higher court and no higher court has set aside the ratio of the judgment in the case of *Narendra Singh Nain (supra)*.

5. Counsel for respondent no.3-school however sought to argue that petitioner cannot be confirmed in services because in terms of the relevant requirements of the school, no interview was held for appointment of the petitioner, and therefore, appointment of the petitioner being illegal could not be confirmed. Reliance is placed by the respondent no.3-school upon Rule 59 of the Rules alongwith the circular issued by the Director of Education dated 9.4.1997 to argue that the school can only make employment in terms of its Scheme of Management and the Managing

Committee having not appointed the petitioner in terms of the applicable rules by conducting interview, hence the services of the petitioner cannot be confirmed.

6. The argument urged on behalf of the respondent no.3-school is an argument of desperation for the reason inasmuch as, if the argument of the respondent-school is accepted, then every school will deliberately overlook or conveniently violate the requirements of the Scheme of Management, appoint employees and thereafter will claim that appointments are illegal because the same are not in accordance with law and with the Scheme of Management. The provision of Rule 59 of the Rules and the circular of the Director of Education dated 9.4.1997 cannot be read to give licence to the school to commit fraud on the statute, fraud upon the employees, as also fraud upon the ratio in the case of *Narendra Singh Nain (supra)*, because otherwise, the schools in spite of the requirement not to have a teacher on probation for more than three years in terms of the judgment in the case of *Hamdard Public School Vs. Directorate of Education and Anr.* in W.P.(C) No.8652/2011 decided on 25.7.2013 will keep on giving contractual appointments in spite of the requirements of Rule 105(3) of the Rules of administrative exigencies etc not existing. If schools are allowed to bring

about violations of law then the same will frustrate the rights of the employees of the school to receive monetary emoluments as regular employees of the private unaided schools though schools are in fact mandated by virtue of Section 10 of the Delhi School Education Act, 1973 to give to its employees monetary emoluments not less than employees of government schools.

7. Further, in my opinion, entitlement under the Scheme of Management of requirement of a particular procedure and therefore alleging illegal appointments by not following the same, can only be raised if an individual of a school fraudulently appoints an employee in violation of the Scheme of Management and in which case the person employed cannot claim entitlement to a permanent appointment, but this argument cannot be used by a school for not making the person appointed as permanent once the school/managing committee itself appoints the person employed. In such a case where the Managing Committee itself has appointed the employees waiving or deliberately overlooking the requirements of the Scheme of Management, then the Managing Committee/school cannot allege that it has itself violated the Scheme of Management and yet the employee should not

be made permanent in spite of long period of contractual services with the school.

8. I am really perturbed to note that Army Public School seems to think itself above the law. In spite of the finality achieved to the judgment in the case of *Narendra Singh Nain (supra)*, inasmuch as, the said judgment has achieved finality being not set aside by the higher courts, Army Public School even thereafter insists on overreaching the provisions of the Delhi School Education Act and Rules, 1973 as also the law as laid down by this Court. There are literally, I can say so, dozens of cases that have come up for hearing where Army Public School has acted in a most unbecoming manner by insisting that its illegal actions must be overlooked and condoned by the courts. This is unacceptable and I hope that the management of the Army Public School takes notice and acts in accordance with law failing which in my opinion the Directorate of Education must step in and it must cause the Army Public School to act in accordance with law with DSEAR 1973.

9. In view of the above the writ petition is allowed. Petitioner will be taken to have been confirmed in services from the first date of working of the fourth academic year in which the petitioner would have commenced working with the respondent no.3-school-in the present case the said date

would be 8.4.2013. Considering that Army Public School is consistently and defiantly violating the law, the writ petition is allowed with costs of Rs.20,000/-.

W.P.(C) No.1944/2014

This writ petition will also stand allowed with costs of Rs. 20,000/- in terms of the observations made while allowing W.P.(C) No. 1845/2014 and the petitioner will be taken as having been confirmed in employment w.e.f 2.5.2013.

W.P.(C) No. 2112/2014

This writ petition will also stand allowed with costs of Rs. 20,000/- in terms of the observations made while allowing W.P.(C) No. 1845/2014 and the petitioner will be taken as having been confirmed in employment w.e.f. 11.10.2013.

FEBRUARY 25, 2015
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VALMIKI J. MEHTA, J.