

HON'BLE SRI JUSTICE A. RAMALINGESWARA RAO

Writ Petition No. 21626 of 2015

Order:

The case of the petitioners is that they were appointed on various dates between 2008 and 2014 as Guest Teachers in different subjects in the fourth respondent-School. They were being paid remuneration period-wise. Thereafter, they were paid consolidated pay of Rs.7500/- per month. When they were asked by the fourth respondent-School that they will be disengaged and substituted by Contract Resident Teachers (CRTs) working under the third respondent, they filed the present Writ Petition on the ground that they stand on the same footing as Contract Resident Teachers (CRTs).

2. A counter affidavit is filed on behalf of the respondents stating that the Government of Andhra Pradesh issued G.O.Ms.No.20, Minorities Welfare (MFC) Department, dated 17.07.2007, sanctioning 12 English Medium Residential Schools for Minorities in 12 districts where minority population is substantial and the fourth respondent-School is one among them. The administrative control of the Minority Residential Schools was entrusted to the third respondent. The Minorities Welfare Department is providing funds for maintenance of these Residential Schools. The Government issued G.O.Rt.No.27, dated 02.02.2008, deciding to fill-up teaching and non-teaching posts on outsourcing basis at the rates sanctioned by the Government. As there were no agencies available for engaging the outsourcing teachers, the Principal is engaging the Guest Teachers who are being paid at the rate of Rs.75/- per period subject to a maximum of Rs.7500/- per month (100 periods). Since the regular posts were not sanctioned till date, the petitioners were taken to duty only on hourly basis. However, contract appointments were made by issuing notifications and the candidates were selected based on the merit, communal roster and on zonal system basis. These Contract Resident

Teachers (CRTs) are being paid the minimum time scale of pay as per the Revised Pay Scales 2010. In the 52 Residential Schools managed by the third respondent, nearly 226 CRTs were working over and above the regular teaching staff. Since the remuneration allowed to the outsourcing teachers of the Minority Schools is equal to that of the remuneration paid to the CRTs, certain CRTs were permitted to work in the Minority Schools also for smooth running of the Institutions. The engagement of Guest Teachers is purely a stop gap arrangement and no attendance is maintained, but the Principal of the School would note down the periods of teaching and a work done statement would be prepared. The payment will be regulated as per the said statement. It was also stated that the petitioners at SI.Nos.3 and 7 were removed and two CRTs were filled up by changing their place.

3. Learned counsel for the petitioners submits that the two CRTs, who already replaced the petitioners 3 and 7, were working in the third respondent-School and they cannot be asked to teach in the fourth respondent-School. He further submits that the petitioners have been working for the last eight (8) years and they should not have been disengaged by the fourth respondent-School.

4. It is evident from the counter affidavit that 12 residential Schools were established for the welfare of the minority students where minority population is substantial. The administrative control of the said Schools was entrusted to the third respondent and funds are being provided by the second respondent. The appointment of contract teachers and outsourcing staff is permitted by the Government. Those teachers are being paid as per the Revised Pay Scales of 2010. Since the fourth respondent-School is not provided with any teachers either on regular basis or on outsourcing basis, the services of the petitioners are being utilised on hourly basis. When the Contract Resident Teachers are engaged by the fourth respondent,

the petitioners cannot have any grievance as their source of recruitment is different and they are not regularly selected candidates. The grievance of the petitioners that the Contract Resident Teachers working under the control of the third respondent cannot be engaged by the fourth respondent also cannot be appreciated as the administrative control is vested with the third respondent. In the circumstances, there are no merits in the Writ Petition and the same is liable to be dismissed.

5. The Writ Petition is, accordingly, dismissed. However, in order to not to cause any inconvenience to the students, it is open to the fourth respondent-School to engage the petitioners or the Contract Resident Teachers supplied by the third respondent from time to time. There shall be no order as to costs.

6. As a sequel thereto, the miscellaneous applications, if any, pending in this Writ Petition shall stand closed.

A.
Date: 14.06.2016
Nsr

RAMALINGESWARA RAO, J