

THE HON'BLE SRI JUSTICE P. NAVEEN RAO

WRIT PETITION No.13544 OF 2011

Dated:13.10.2016

Between:

J. Nagamunemma, S/o. Late Venkata
Ramana, Aged about 47 years,
R/o.D.No.1/197, Main Road, Kadiri,
Anantapur District

.. Petitioner

And

The Secretary, A.P. Social Welfare
Residential Educational Institutions
Society, D.S. Bhavan, Masab Tank,
Hyderabad

.. Respondent



The Court made the following:

THE HON'BLE SRI JUSTICE P. NAVEEN RAO**WRIT PETITION No.13544 OF 2011****ORDER:**

The petitioner was appointed as Music Teacher to work on contract basis vide Memo dated 28.06.1997 and was allotted to Andhra Pradesh Social Welfare Residential School, Timmapur in Anantapur District. The terms of contract would indicate that such appointment was for the academic year and gets automatically terminated at the end of the academic year. However, the contract was renewed every year and the petitioner continued to work till the impugned order was passed. In the process of renewing contract, for the academic year 2006-07, new order of renewal was passed and the petitioner was allotted to Andhra Pradesh Social Welfare Residential Schools-cum-Junior College, Gooty, Anantapur District, instead of Kurugunta Junior College, where she worked upto 23.04.2006. However, the petitioner did not join the place of said posting. She seems to have submitted representation requesting for continuation of her services at Kurugunta. Since the petitioner did not report to the place of posting within the time granted, a notice dated 07.08.2006 was issued to her to explain why her services should not be terminated for disobeying the orders. In response to the said notice, the petitioner submitted representation requesting for her retention at the earlier place of posting. The said request was not acceded to and her services were terminated by the order impugned. Challenging the same, this Writ Petition is filed.

2. Learned counsel for the petitioner would submit that the petitioner's mother was sick and therefore she prayed for her retention. The petitioner earlier took her mother to Bangalore, but could not save her life. Since the petitioner was unmarried and the place where she was posted is not conducive for a single woman, she was requesting for retention. Learned counsel would further submit that the petitioner is willing to forego the back wages if she is directed to be reinstated. He further submits that all the persons similarly situated to the petitioner were regularised, but for the order impugned in the Writ Petition, the services of the petitioner could have been regularised also.

3. Learned counsel for the petitioner relied upon the judgments of this Court in **Mrs. P.V. Kameswari v. Depot Manager, APSRTC, Gokavaram Depot, East Godavari District¹** and **S.K. Masthan v. Southern Power Distribution Company of A.P. Ltd., and others²**. However, the said judgments have no application to the facts of this case.

4. As noticed above, the appointment of the petitioner was on contract basis for the academic year concerned, which was renewed from time to time. In the said process, when renewal was granted for the academic year 2006-07, the petitioner was directed to report in Gooty, but the petitioner did not report. Thus, in terms of contract appointment as renewed for the academic year 2006-07, the petitioner did not comply and did not join in the place of posting. Though the order impugned in the Writ Petition holds as termination, contract has not come into effect since the

¹ 2009 (1) ALT 52

² 2009 (1) ALT 160

petitioner did not join duty as per the order of renewal of contract. Though in her explanation, the petitioner was explaining the reasons for not joining the duty earlier on the ground of sickness of her mother, she was not offering to join duty by praying to grant extension of time and on the contrary, requested for retention at Kurugunta.

5. The appointment of the petitioner was on contract basis and the relationship of employer and employee comes to an end at the end of the concerned academic year. When appointment was given for the academic year 2006-07, it was a new appointment and a new contract come into place. The relationship of employer and employee was not restored, since the petitioner did not join in the place of posting. Thus, though the order impugned in the Writ Petition holds as termination, in effect, it is seizure of contractual relationship and as a consequence of non-compliance of contract terms voluntarily by the petitioner, the relationship no more survives. Furthermore, the petitioner is not employed for the last more than ten years. Since the contract was for a specified period, no direction can be given to reinstate her at this stage.

6. If the petitioner joined in the place of posting and requested for transfer, the contentions could have been appreciated. It is also relevant to notice that in the place of petitioner, some other person was already appointed and the letter dated 01.09.2006 written by the petitioner would show that she was not interested in joining at her place of posting. Further, she cannot be continued in the earlier place since another person was

posted. It is also noticed that the person who is appointed in the place of petitioner is not a party to this Writ Petition and as such any declaration issued to the petitioner would result in displacing the said person. Hence, no relief, as sought for by the petitioner, can be granted in this Writ Petition. Thus, there is no merit in the submissions made by the learned counsel for the petitioner.

7. The Writ Petition is accordingly dismissed. There shall be no order as to costs.

Miscellaneous Petitions, if any, pending in this Writ Petition shall stand closed.

Date:13.10.2016

KH

P. NAVEEN RAO, J

