

**THE HON'BLE SRI JUSTICE A.RAMALINGESWARA RAO**

**WRIT PETITION Nos.32731 & 32817 OF 2015**

**COMMON ORDER:**

The petitioners were working as Physical Education Teacher and Watchman in the fourth respondent School on contract basis. Their appointment letter shows that they were engaged on contract basis for a period of one year, but the learned counsel for the petitioner submits that they have been continued till the order of termination was passed on 24.09.2015. An order of termination was passed on 24.09.2015 on the basis of a news item published in the newspaper stating that two six class girl students were missing on 10.09.2015 when the petitioners were in-charge of the School. Challenging the orders of termination, these two writ petitions are filed.

2. A counter affidavit is filed stating that they were appointed on contract basis and their services are terminated every year at the end of academic year or completion of eleven months and they are

re-engaged with the fresh contract on the opening of the next academic year. It is further stated that two six class girl students by name Baby Charmi and Usha Reddy were missing in the early hours on the morning of 10.09.2015 and the issue was widely covered by both the electronic and print media causing great mental agony to the parents and embarrassing situation to the department. A Committee was constituted and it submitted its report after visiting the village. It was noted that the night watchman and the Physical Education Teacher were present on 10.09.2015 but did not observe the missing of the two children. In view of the same, the services of the petitioners were terminated.

It was specifically stated that the disciplinary action against them cannot be taken since they are appointed on contract basis. Clauses 8 and 10 of the contract agreement provides for due performance of their duties and since the petitioners failed to perform their duties, the action was justified.

3. It is an admitted case that the petitioners were appointed on contract basis and the agreement of contract provides for due performance of duties. The relevant portion of the counter affidavit states as follows:

“Further, it is submitted that, under clause 8 of the contract agreement it is mentioned that, “In case of improper conduct and /or unsatisfactory performance by the signatory, having regard in particular to the Terms and Reference mentioned above, Sarva Siksha Abhiyan shall terminate this agreement without any notice and no compensation shall be payable in such case. Further under clause 10. Performance of Duties and standards of conduct it is stated as follows:

“In the performance of her duties under this Agreement, the Signatory shall be exclusively responsible to RVM (SSA) and also institutional Head where Sarva Siksha Abhiyan Office are located.

The Signatory shall not engage in any activity that is contrary to conflict with the purposes /principles or the proper discharge of her duties for Sarva Siksha Abhiyan. She shall avoid any interaction with the Press and in particular any kind of public pronouncement, which may adversely reflect on her integrity, independence or impartiality, which are required in her relationship with Sarva Siksha Abhiyan. At every step, she will act according to the Human & Child Rights Regulations and violation of the child rights will be viewed seriously.

Any favour, gift or remuneration from any sources other than Sarva Siksha Abhiyan shall not be accepted by her.”

4. Since the petitioners were appointed on contract basis and in view of the serious allegations of missing of two girls when the petitioners were on duty, the authorities took action after

conducting an enquiry. It is also stated that no departmental enquiry can be conducted as per the CCS Rules since the petitioners do not come under the purview of CCS Rules.

5. In view of the above, this Court sees no ground to interfere with the impugned order.

6. The writ petitions are accordingly dismissed.

7. However, the dismissal of these writ petitions does not prevent the petitioners from making a representation to the authorities for re-engaging them if they are otherwise eligible.

As a sequel, the miscellaneous applications, if any, shall stand closed. There shall be no order as to costs.

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**JUSTICE A. RAMALINGESWARA RAO**

June 21, 2016

**LMV**

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**WRIT PETITION Nos.32731 & 32817 OF 2015**

**21.06.2016**

**LMV**