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

+ **W.P.(C) 7153/2016**

TRIPTI TYAGI

..... Petitioner

Through: Mr. Alok K. Sharma and Mr. Ajeet Tyagi, Advs.

versus

DR BHIM RAO AMBEDKAR COLLEGE & ORS Respondents

Through: Mr. Amit Bansal and Ms. Seema Dolo, Advs.

Mr. A.P.S. Ahluwalia, Sr. Adv. with Mr. S.S. Ahluwalia, Advs. for R-1 to 3.

CORAM:

HON'BLE MR. JUSTICE NAJMI WAZIRI

ORDER

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16.08.2016

1. This is a petition seeking a mandamus to respondent no.1 for the petitioner to be re-appointed/ reinstated as an ad hoc teacher for the English department. The petitioner was initially appointed on an ad hoc basis for a period of four months which was later extended a few times, each time by four months only. Upon expiry of the last four months i.e. on 17.05.2016, the services of 38 ad hoc teachers were terminated. The said office order stated as under:

“The following teachers working on ad-hoc basis in the various departments are hereby informed that their services are no longer required after the expiry of the period i.e. 20.05.2016”.

The petitioner is one of those employees whose services have now come to an end by efflux of the tenure of employment.

2. The learned counsel for the petitioner submits that clause 2 of the first letter of appointment, even though it was on ad hoc basis specifies as under:

“..... Your service will be purely temporary on an ad-hoc basis for a period of four months or till the next selection is made or teacher on leave joins back, whichever is earlier. However, your ad-hoc services are liable to be terminated at any time without assigning any reason or notice thereof...”

(emphasis supplied)

3. He contends that till next selection is made or till the teacher on leave joins back, the ad hoc appointment cannot be terminated. The said contention is untenable. The Court is unable to see how Clause-2 provides support to such contention. On the face of it, the letter of appointment was categorical and unambiguous that the appointment was for a period of four months only, which too was liable to be curtailed earlier if the employer so desired. Upon a query being put, learned counsel for the petitioner submits that the appointment was not made against a leave vacancy of a teacher, hence the issue of a teacher-on-leave joining back did not arise. The ad hoc term of four months came to an end before the next selection was made or before any teacher rejoined. The learned counsel then relies upon the judgement of the Allahabad High Court in ***Km. Meena Singh vs District Inspector of Schools, Jaunpur & Anr. (1994) 3 UPLBEC 1653.***

4. The aforesaid case is distinguishable on facts. Furthermore, the present appointment is clearly against an ad hoc appointment for a limited period of four months, which came to an end by efflux of time, whereafter the

petitioner has no right to seek continuation in service under the said contract.

5. The petition is without basis and is, accordingly, dismissed.

NAJMI WAZIRI, J

AUGUST 16, 2016/kk