

***IN THE HIGH COURT OF JUDICATURE AT HYDERABAD
FOR THE STATE OF TELANGANA AND THE STATE OF
ANDHRA PRADESH**

*** HON'BLE SRI JUSTICE V.RAMASUBRAMANIAN
AND
HON'BLE SRI JUSTICE N. BALAYOGI**

+ Writ Appeal No.1191 of 2016

% 09-07-2018

BETWEEN:

V.S. Prasad Masanam, S/o Mohana Rao, aged
about 28 years, Occ: Teaching Associate,
College of Food Science & Technology, Pulivendula,
YSR Kadapa District.

... Appellant

Vs.

Acharya N.G. Ranga Agricultural University,
Rajendranagar, Hyderabad, represented by its
Registrar, (presently at Administrative Camp Office,
Vijaya Durga Towers, YSR Circle, Reddypalem,
Guntur, A.P. and 5 others

... Respondents

! Counsel for the Appellant : Mr. A. Satya Prasad, Sr. counsel

^ Counsel for Respondents : Mr. N. Srirama Murthy, S.C.
G.P. for Agriculture.

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> Head Note:

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ORDER: (per V. Ramasubramanian, J)

Aggrieved by the dismissal of a writ petition, challenging the termination of his appointment as a Teaching Associate, the appellant has come up with the above writ appeal.

2. Heard Mr. A. Satya Prasad, learned senior counsel appearing for the appellant and Mr. N. Srirama Murthy, learned standing counsel for the University.

3. The appellant was appointed as a Teaching Associate in the College of Food, Science and Technology, which is the 3rd respondent herein and which is affiliated to the 2nd respondent University, on consolidated basis. His services were sought to be terminated on 30-01-2016, forcing the appellant to file a writ petition in W.P.No.4259 of 2016.

4. The main ground on which the appellant challenged the termination of his services was that no notice was issued to him before termination and that a person appointed on contract, cannot be replaced by another person on contractual basis.

5. The writ petition was dismissed by the learned Judge, on the basis of the decision of the Supreme Court in **Secretary, State of Karnataka v. Umadevi ((2006) 12 SCC 482)**. Therefore, the appellant has come up with the above writ appeal.

6. At the outset, it should be pointed out that the decision of the Supreme Court in **Secretary, State of Karnataka v. Umadevi**, as rightly pointed out by the learned senior counsel, may not be applicable to the case on hand. The appellant herein was primarily aggrieved by his replacement by other temporary hands. In fact, there was no prayer in the writ petition for regularization of his services. The appellant prayed for setting aside the cancellation of his appointment, setting aside the appointments of respondents 4 and 5 as temporary hands and also for a direction to continue his services as Teaching Associate. There was no prayer for regularization, for the learned Judge to invoke the decision in **V.Uma Devi**. To that extent, the objection of the learned senior counsel to the judgment of the learned single Judge has to be upheld.

7. But certain things have happened after the disposal of the writ petition. The first thing that has happened is that the 4th respondent, who was appointed a Teaching Associate on temporary basis, has left the services. Therefore, the grievance against the appointment of the 4th respondent does not survive.

8. The 5th respondent, who was also appointed on a contract basis, has now been appointed on a regular basis.

9. When the factum of the appointment of the 5th respondent on a regular basis was brought to our notice, we directed the University to demonstrate as to whether a procedure was followed for appointment on regular basis and whether wide publicity was given inviting applications.

10. In response to the said query, the University has filed a set of documents containing the advertisements given in vernacular news papers and in a leading English daily. In response to the said advertisements, the 5th respondent seems to have applied and got appointed on regular basis. Unfortunately, the petitioner could not apply in response to the said advertisement for regular appointment, since he has not passed the National Eligibility Test. Therefore, the grievance of the petitioner as against the 5th respondent also cannot survive any more.

11. On first principle, the contention of the learned senior counsel for the appellant that one contractual employee cannot be replaced by another contractual employee has to be upheld. In fact, the rules providing for the appointments on temporary, *ad hoc*, consolidated pay or on contractual basis are intended only to filling up short-term vacancies. The University cannot run with the kind of reputation that is demanded of them, with all teaching posts being occupied by contractual employees or employees on consolidated pay basis. Appointment of teachers, who have not passed National Eligibility Test or in the alternative not holding a Ph.D., on contractual or consolidated pay basis, will neither serve the interests of the University nor serve the interest of the individuals getting appointed.

12. Therefore, the writ appeal is disposed of, directing the University to ensure that the vacancies are filled up on regular basis

with qualified hands and that they shall not replace contractual employees with other contractual employees.

As a sequel thereto, miscellaneous petitions, if any, pending shall stand closed.

V. RAMASUBRAMANIAN, J

N. BALAYOGI, J

Date: 09-07-2018

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