



W.P.No.20453 of 2016

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 31.10.2022

CORAM

THE HONOURABLE MR.JUSTICE S.M.SUBRAMANIAM

W.P.No.20453 of 2016

J.Shanthilakshmi

...Petitioner

Vs.

1.The Secretary to Government,
Ministry of Textiles, Government of India,
Udyog Bhavan, New Delhi.

2.Director,
Sardar Vallabai Patel,
International School of Textiles & Management
Autonomous Institute, Ministry of Textiles,
Government of India,
No.1483, Avanashi Road, Peelamedu,
Coimbatore 641 004.

Respondents

Prayer : Writ Petition filed Under Article 226 of the Constitution of India, to issue a writ of Certiorarified Mandamus, calling for the concerned records relating to the order No.SVPISTM/00/2014 dated 09.05.2014 passed by the 2nd respondent and quash the same and consequently direct the 2nd respondent to reinstate the petitioner as Associate Professor with all consequential monetary and other service benefits.



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For Petitioner : Mr.M.Gnanasekar
For Respondents : Mr.A.Murughan
Central Government Standing Counsel
for R1

No Appearance for R2

ORDER

The order dated 09.05.2014 terminating the contract of the petitioner and relieving the petitioner from service on the afternoon of 31.12.2014 is sought to be quashed in the present writ petition.

2.The petitioner was appointed in the 2nd respondent Institute as Research Associate Associate in July 2004 on contract basis for a period of two years. The appointment was on contract basis initially for a period of two years with a consolidated pay salary of Rs.12,000/- per month and a condition was imposed that the performance of the petitioner will be reviewed at the end of the contract period. Appointment was subject to the terms and conditions mentioned in the order of appointment. The petitioner continued in service. In December 2008, a recruitment notification for appointment to the post of Assistant Professor was



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made. The petitioner submitted an application and participated in the interview held on 04.12.2008. She was appointed as Assistant Professor (HR) in the pay scale of Rs.12,000-420-18300 per month. By an order dated 09.05.2014, the 2nd respondent had passed an order stating all the existing contracts issued earlier, would be terminated by 31.05.2014. Accordingly, the contract appointment of the writ petitioner was also terminated on 31.05.2014. Meanwhile, the petitioner was appointed as an Associate Professor for a period of five years from 02.06.2014 to 31.05.2019.

3.The learned counsel for the petitioner reiterated that the contract appointment of the petitioner was renewed and the period of contract was extended up to 31.05.2019 and therefore, there is no other reason whatsoever to terminate the contract in advance in the impugned proceedings dated 09.05.2014.

4.The learned counsel for the petitioner contended that one Mr.R.Rajkumar who is similarly placed contract employee filed a writ petition in W.P.No.18181 of 2014 and this Court passed an order on 03.12.2014 and the



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said employee is allowed to continue in service. While so, the contract of the petitioner alone was rescinded and she was relieved from service. The contention of the petitioner is that she is fully qualified to continue as Assistant Professor. She participated in the interview and was appointed on contract basis. When she is continuously working, there is no reason to relieve the petitioner from service. The learned counsel for the petitioner reiterated that no notice or opportunity was granted to the writ petitioner before passing the impugned order and therefore, the order is in violation of the principles of natural justice. The petitioner was appointed as an Associate Professor on contract basis for a period of five years till 31.05.2019, while so, there is no reason whatsoever to relieve the petitioner from service without even providing any opportunity.

5.The respondents filed a counter affidavit stating that the 2nd respondent is a Society registered on 24.12.2002, under the Tamil Nadu Societies Registration Act, 1975 and has its own entity. The 2nd respondent Sardar Vallabai Paten International School of Textiles & Management was set up with facilitation from the Ministry of Textiles, Government of India in order to



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provide comprehensive education, training consultancy and research in textile management. As per the Memorandum of Association and Rules of the 2nd respondent Institute, the Board of Governors is the apex body to manage the affairs of the Institute. The Board of Governors consists of a Chairman and 14 Members and one full time Director. The Board of Governors is empowered to create teaching, administrative, research, technical, ministerial and other posts under the Society and to make appointments. However, the appointments to the post of Director alone shall be made with the approval of the Central Government. From the inception of the 2nd respondent Institute, all the academic and non-academic posts are filled up only on contract basis with the specified period as per the Concept Note by the Ministry of Textiles, Government of India.

6.The petitioner was also appointed as a contractual employee in the 2nd respondent Institute. The petitioner was appointed as Research Associate in proceedings dated 16.06.2004 for a period of two years. The service was extended for a further period of three years with effect from 21.07.2006. On expiry of the period of contract, based on the interview held on 04.12.2008, the



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petitioner was appointed as Assistant Professor for a period of three years from 08.12.2008 and the petitioner's contract was further extended for a period of three years from 08.12.2011 to 07.12.2014 as per order dated 12.12.2011 which expired on 31.12.2014.

7. Based on the consent letter dated 12.05.2014 given by the petitioner when was appointed as Associate Processor for a period of five years from 02.06.2014 to 31.05.2019., on 19.04.2014, a meeting of Board of Governors was held in which it was decided that all existing staff would be terminated by 31.05.2014 and accordingly, the petitioner was terminated on 31.05.2014, along with other three staff members including Mr.R.Rajkumar, Assistant Professor, whose name was referred by the petitioner. After receiving the above said termination order on 09.05.2014, the petitioner requested the Institute to extend her services.

8. The said R.Rajkumar filed a writ petition, in which, the order of relieving was set aside and thereafter, he was reverted back to the previous contractual appointment and on expiry of the said period of contract of three



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years, the said R.Rajkumar was relieved from the services on 13.04.2016.

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9.This Court is of the considered opinion that it is not in dispute that the petitioner and the said Mr.Rajkumar were appointed on contract basis for a specified period. The Board of Governors took a decision to terminate all the contact employments and accordingly, terminated the services of the writ petitioner and the said Rajkumar. The said Rajkumar filed a writ petition in W.P.No.18181 of 2014 and this Court passed an order on 03.12.2014 setting aside the order of relieving only on the ground of violation of principles of natural justice. Thus the said Rajkumar was reinstated and was allowed to continue till the expiry of the period of contract and he was relieved from service on 13.04.2016, more specifically on expiry of the period of contract.

10.In the present case also, the order of relieving was issued without any notice or opportunity to the writ petitioner. Thus, the order impugned is in violation of the principles of natural justice and accordingly, the order impugned is liable to be set aside as done in the case of Mr.Rajkumar. However, in the present case, the petitioner cannot be reinstated as the period of contract



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itself expired in the year 2019. High Court cannot extend the period of contract services at this length of time and it is the administrative prerogative of the authorities and a decision in this regard is to be taken by considering various factors to engage an employees on contract basis. In the case of Rajkumar, the order of relieving was set aside before the expiry of contract and therefore, he was allowed to continue till the period of contract expiry and he was relieved from his service on 13.04.2016. That apart, the order of relieving in the present case cannot be construed as a stigma as no reason has to be stated. Even in the counter, the 2nd respondent has stated that the Board of Governors took a decision to relieve all the contract employees and accordingly, they have relieved three employees including the petitioner. However, the fact remains that the petitioner was relieved without providing any opportunity and therefore, the order impugned dated 09.05.2014 and consequential proceedings dated 31.12.2014 are set aside. However, the petitioner is not entitled for reinstatement as the period of contract expired on 31.05.2019 and High Court cannot extend the period of contract services which has already come to an end. Since the contract became invalid, the relief for reinstatement cannot be granted. However, the petitioner is at liberty to participate in the process of



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selection if any notified by the respondents.

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11.With these observations, this writ petition stands disposed of. No
Costs.

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Index : Yes
Internet : Yes
Speaking order : Yes
ssr



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S.M.SUBRAMANIAM, J.

SSR

To

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