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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

WRIT PETITION NO.532 OF 2025

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Date: 2025.03.20
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Shirish Gunaji Parab

... Petitioner

V/s.

Lore-Wagheri Panchkroshi Shikshan

Prasarak Mandal & Ors.

... Respondents

Mr. Prashant Bhavake for the petitioner.

Ms. Dhruti Kapadia, AGP for the State-respondent
No.5.

Mr. J. M. D'Silva for respondent Nos.1 to 4.

CORAM : AMIT BORKAR, J.

DATED : MARCH 20, 2025

P.C.:

1. The present writ petition assails the judgment and order dated 2nd August 2024 passed by the learned School Tribunal in Appeal No. 58 of 2017, whereby the appeal preferred by the petitioner was partly allowed, directing the respondent-Management to pay twelve months' salary as compensation within a period of thirty days from the date of the judgment.

2. Upon perusal of the impugned order, it is evident that the respondent-Management, in its written statement before the Tribunal, categorically stated that the petitioner's services had never been terminated. This unequivocal stand taken by the

Management remained consistent throughout the proceedings before the Tribunal. No alternative plea was raised to justify the alleged termination or disentitlement of the petitioner to continue in service.

3. It is further observed that the learned School Tribunal has disregarded the additional written statement filed by the Management. Consequently, the only pleading that remained on record was the first written statement, wherein the respondent-Management had unequivocally denied the termination of the petitioner's services. Once the Management had taken such a stand, the natural corollary was that the petitioner continued to be in service unless any further adjudication on merits was necessitated.

4. In light of the unequivocal stand of the respondent-Management denying termination, it was incumbent upon the learned Tribunal to record a finding to that effect and declare that the petitioner continued in service of the respondent-Management. However, rather than restricting itself to this finding, the Tribunal proceeded to adjudicate the dispute on merits, thereby exceeding the contours of the lis before it. Where a fact is admitted or not controverted, the adjudicating authority should not embark upon unnecessary adjudication.

5. Learned counsel for the respondent-Management has invited the attention of this Court to a communication dated 9th November 2017 issued by the Headmaster to the petitioner, calling upon him to resume his duties. It is pertinent to note that the said

communication was issued after the filing of the appeal before the Tribunal, which further substantiates the stand of the respondent-Management that there was no termination in the first place. The issuance of such a communication reinforces the consistency in the stand of the Management and rules out any ambiguity regarding the petitioner's service status.

6. Given the circumstances, this Court is of the firm view that the petitioner has remained in service and that there is no factual or legal basis for awarding compensation in lieu of alleged termination. The School Tribunal, while adjudicating the appeal, failed to appreciate the fundamental aspect that the Management never sought to justify any termination and, instead, consistently maintained that no such termination had occurred. Courts and tribunals must confine their adjudication within the contours of the pleadings and the relief sought by the parties and must not venture into unwarranted determinations.

7. In light of the foregoing, the impugned judgment and order dated 2nd August 2024 passed by the learned School Tribunal in Appeal No. 58 of 2017 is quashed and set aside. It is hereby declared that the petitioner continues in service of the respondent-Management, as was categorically admitted by the Management itself before the Tribunal.

8. However, as a matter of abundant caution, it is clarified that the petitioner shall not be entitled to claim any back wages for the intervening period, as he was not engaged in active service.

9. The learned counsel for the respondent-Management has

further submitted that since the academic session ends on 31st March, the petitioner may resume duties from 1st June 2025, to which the learned counsel for the petitioner has consented. Accordingly, it is directed that the petitioner shall report for duty on 1st June 2025, and the respondent-Management shall ensure compliance of this order in its true letter and spirit.

10. The writ petition is accordingly allowed in the aforesaid terms. No order as to costs.

11. Pending interlocutory application(s), if any, stand disposed of.

(AMIT BORKAR, J.)