

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

WRIT PETITION NO. 11555 OF 2025

1. Gajanan Satish Vandarne,
Age: 29 years, Presently working
at Dnyanjyoti Savitribai Phule
Pramathik Shala,
Mhetrewadi No. 92, Chikali,
Tal-Haveli,
Dist- Pune-411019.
2. Ambadas Sudam Rathod,
Age: 33 years, Presently working
at Yashwantrao Chavhan Hindi School,
Thergaon, Tal-Haveli,
Dist- Pune-411017.
3. Rathod Anil Tukaram,
Age: 36 years, Presently
working at Kalewadi Kanya
Prathmik Shala No. 56/1,
Kalewadi, Tal- Haveli,
Dist- Pune-411017.
4. Chaudhari Maroti Brijlal,
Age: 33 years, Presently
working at Yashwantrao
Chavhan Hindi Shala,
Thergaon, Tal- Haveli,
Dist- Pune-411017.
5. Jadhav Vijay Devsing,
Age: 35 years, Presently working at
Yashwantrao Chavhan Hindi Shala,
Thergaon, Tal- Haveli,
Dist- Pune-411017.

6. Sinhore Yogeshkumar Kunjeelal,
Age: 36 years,
Presently working at Yashwantrao
Chavhan Hindi Shala,
Thergaon, Tal-Haveli,
Dist- Pune-411017.
7. Khot Jayashri Shripati,
Age: 32 years,
Presently working at PCMC Public School,
Pimpale Saudagar No. 51
Tal- Haveli, Dist- Pune-411027.
8. Shinde Puja Sitaram, Age: 31 years,
Presently working at PCMC
Public School, Pimpale Saudagar No. 51
Tal-Haveli, Dist- Pune-411027.
9. Kalekar Surekha Kailas,
Age: 32 years,
Presently residing at PCMC
Public Girls School, Landewadi,
Bhosari, Tal- Haveli,
Dist-Pune 411039
10. Patil Seema Laxman,
Age: 33 years,
Presently residing at Jadhavwadi,
Chikhali, Tal-Haveli,
Dist- Pune-411062
11. Sayed Anvar Isha,
Age: 34 years,
Presently working at
Urdu Prathmik Shala,
Kharalwadi Tal-Haveli,
Dist- Pune.
12. Sanap Priyanka Anandrao,
Age: 36 years,

Presently working at Kalewadi
Kanya Prathmik Shala No. 56/1,
Kalewadi, Tal-Haveli,
Dist-Pune-411017.

13. Pusegaonkar Dhanshri Murlidhar,
Age: 29 years, Presently
working at Kalewadi Kanya
Prathmik Shala No. 56/1, Kalewadi,
Tal-Haveli, Dist- Pune-411017.
14. Pund Uma Tulshiram,
Age: 36 years, Presently
working at Kalewadi Boys
Prathmik Shala No. 56/1,
Kalewadi, Tal-Haveli,
Dist-Pune-411017.
15. Bondge Bhaghyshala Apparao,
Age: 34 years, Presently working at
Kalewadi Kanya Prathmik Shala No. 56/1,
Kalewadi, Tal- Haveli,
Dist- Pune-411017.
16. Thorat Pradip Triyambak,
Age: 32 years,
Presently working at
PCMC Public Boys School,
Landewadi, Bhosari,
Tal-Haveli, Dist- Pune-411026.
17. Patil Vaibhavi Ravindra,
Age: 29 years, Presently residing at
PCMC Public Girls School,
Landewadi, Bhosari, Tal- Haveli,
Dist-Pune 411039.
18. Sayed Tammana Ajjij,
Age: 36 years,
Presently residing at
Kholeshwar Galli, Charoli

(BK), Tal- Haveli,
Dist- Pune-412105.

19. Chavan Dilip Baburao,
Age: 35 years, Presently working at:
PCMC Public School,
Ravet, No. 97, Tal: Haveli,
Dist- Pune-412105.
20. Ravina Kishor Rajegore,
Age: 31 years, Presently residing at:
Survey No. 211, Gawali Nagar,
Bhosari, Pune-411039.
21. Somwanshi Nagini Diliprao,
Age: 32 years,
Presently residing at: E-30, 4th Floor,
Shri. Siddhivinayak Angan Society,
Narhe, Pune-411041.
22. Natu Punam Parashram,
Age: 32 years, Presently residing at:
Opp. Dhanlaxmi, Kirana Store,
Bhagatwasti, Bhosari,
Pune-411039.
23. Truptikunvar Prakash Patil,
Age: 28 years, Presently residing at:
Shrikrishna Colony,
Kalewadi Fata,
Thergaon, Pune.
24. Mohini Meninath Panchal,
Age: 35 years, Presently residing at:
EWS A-7, Naldurg Building,
Flat No. 1102, PMRD Ho. So., Sector 12,
Indrayani Nagar, Bhosari.
25. Kishori Narayan Kandalkar,
Age: 36 years, Presently residing at:
Vishrant Wadi, Pune-15.

26. Sheetal Neeraj Kukreja,
Age: 41 years, Presently residing at:
Tamara Society, Rhatani,
Pune-411017.
27. Kavita Sureshrao Pokale,
Age: 35 years, Presently residing at:
Warje, Pune-411058.
28. Datta Gangadhar Tekale, Age- years
Presently residing at
Mauli Housing Society,
Ashtavinayak Chowk,
More Vasti, Chikali,
Pune-411064.
29. Vinod Vikas Patil,
Age-35 Years Presently
Residing at Madhuban Colony,
Vikas Nagar, Kitwale Pune 412101
30. Gitanjali Nana More,
Age: 29 years,
Presently residing
at: 23/3/21, Ruston Colony.
Chinchwad, Pune-411033.

... Petitioners

Versus

1. The State of Maharashtra,
Through its Principle Secretary,
Urban Development Department,
Mantralaya, Mumbai - 400032.
2. The Municipal Commissioner,
Pimpri Chinchwad Municipal Corporation,
Pimpri-18.
3. The Additional Commissioner (1)
Pimpri Chinchwad Municipal Corporation,

Primary School Board,
Pimpri-18.

4. The Administrative Officer
Pimpri Chinchwad Municipal Corporation,
Primary School Board,
Pimpri-18

... Respondents

Mr. Suresh Pakale a/w Mr. Nilesh Desai, Advocates for the Petitioner.

Mr. P. P. Kakade, Addl. GP for Respondent No.1 – State.

Mr. Kedar Dighe, Advocate for Respondent No.4 – PCMC.

**CORAM : RAVINDRA V. GHUGE AND
ASHWIN D. BHOBE, JJ.**

**RESERVED ON : 26th NOVEMBER, 2025
PRONOUNCED ON : 23rd DECEMBER, 2025**

JUDGMENT : (PER : ASHWIN D. BHOBE, J.)

1. Heard Mr. Suresh Pakale, learned Senior Advocate for the Petitioner, Mr. P. P. Kakade, Additional GP for Respondent No. 1 – State and Mr. Kedar B. Dighe, learned Advocate for Respondent Nos. 2 to 4 Pimpri Chinchwad Municipal Corporation.

2. Rule. Rule made returnable forthwith with consent of the parties.

3. By the present Petition filed under Article 226 of the Constitution of India, Petitioners (30 Nos. contractual appointees) are before this Court assailing the order of termination dated 19.08.2025 issued by the Pimpri-Chinchwad Municipal Corporation (“*Respondent Corporation*”).

4. The material facts of the case are that Respondent Corporation issued an advertisement on 23.11.2022 (“*first advertisement*”) for appointment of Primary Teacher in Primary Education Department of the Respondent Corporation for Marathi, Urdu, Hindi and English Medium, on consolidated pay.

5. Petitioners participated in the selection process conducted by the Respondent Corporation pursuant to the first advertisement. Merit list was published on 13.01.2023. Petitioners found place in the said merit list and were appointed on contractual basis on consolidated pay vide order dated 17.01.2023, which stated that the appointment was on purely temporary basis and would come to an end after the period of six months. Thereafter, Petitioners appointment was continued by issuing letter dated 08.08.2023 on the same terms and conditions. Lastly, the appointment was continued by issuance of order dated 11.03.2024 for a

fixed period upto 30.04.2024.

6. On 13.04.2024, Respondent Corporation issued fresh advertisement (*second advertisement*) for appointment of temporary contractual teachers on consolidated pay, which advertisement contained similar conditions as were in the first advertisement.

7. Second advertisement was questioned before this Court by way of Writ Petition No.5403 of 2024. This Court made the following observations in para 11 of the interim order on 23.04.2024:-

“11. Considering the totality of the circumstances, while we defer the hearing of this petition to 27 June 2024 for Respondent Nos. 2 and 3- Municipal Corporation to place before us the position of the regular recruitment stated to be initiated by way of an additional affidavit. We direct that the Petitioners services shall not be dispensed with or replaced with by another set of teachers on temporary basis on a consolidated pay. Necessary orders be issued by Respondent Nos. 2 and 3- Municipal Corporation in favour of the Petitioners.”

8. Writ Petition No.5403 of 2024 was followed by Writ Petition Nos. 6256 of 2024, Writ Petition No.1205 of 2024, WP No.14808 of 2024 and Writ Petition No.1521 of 2024.

9. During the pendency of the said Petitions, on 30.04.2025, many of the contractual employees were disengaged by the Respondent Corporation. Writ Petition No.16682 of 2025 filed by some of the said contractual employees, was disposed of by this Court vide order dated 07.05.2025. Para 4 of the order dated 07.05.2025, reads as follows:-

“4. We are informed that by the learned Advocate for the Corporation that the regular selection of appointment of candidates for filling in permanent posts, has already been carried out. These Petitioners are those temporaries, who are deployed whenever there is excess work available. Depending upon the availability of temporary work, they are granted employments. The learned Senior Advocate, Mr. Pakale relies upon *Bajaj Auto Ltd versus Bhojane Gopinath D. & Ors*, 2004 I CLR 502, wherein those workers, who were working as temporaries, were granted employment only from the pool of temporary workers and fresh temporary hands were not to be engaged. We, therefore, direct that the Corporation shall prepare a list of such temporary Employees, who have been working in the said capacity, taking into account their first date of engagement. In short, a seniority list of such temporaries shall be maintained. Those who have completed 10 years, would gain the benefit in view of the *Madhukar S/O Bhavanrao Sadgir & Ors. (supra)*. The rest would be engaged depending upon their seniority, as and when the work is available, and outsiders / fresh hands as Contractual Employees, shall not be engaged.”

10. Petitioners neither applied for the post / appointment as notified vide second advertisement, nor participated in the said process.

11. Though, the service of the Petitioners was not dispensed by the Respondent Corporation, however, the vacant post were filled on the basis of the merit list 2024, prepared amongst the candidates who had applied for the temporary contractual appointment / post pursuant to the second advertisement.

12. In the year 2025, the Respondent Corporation received 203 candidates (regular teachers) through Pavitra Portal of the State Government. Accordingly, the services of 203 contractual temporary employees were terminated vide order dated 19.08.2025, to make way for the regular appointees (Pavitra Portal).

13. Petitioners were amongst those temporary contractual employees who were terminated. Petitioners are therefore before this Court seeking the following substantive reliefs :-

“a) this Hon'ble Court be pleased to issue a Writ of Certiorari or a Writ in the nature of Certiorari or any other appropriate Writ/Order/direction and call for the papers and proceedings from Respondent Authorities in respect of the impugned Order dated 19.08. 2025 (Exhibit A) and after

examining its validity, legality and propriety, quash and set aside the same.

(b) this Hon'ble Court be pleased to issue a Writ of Mandamus or a Writ in the nature of Mandamus or any other appropriate Writ/Order/direction and direct Respondent Nos. 2 and 3 to continue the services of the Petitioners against the vacant and available posts as set out in the body of the Petition (Para Nos. 26-27) in the payscale as admissible to the posts of newly appointed Asst. Teachers occupied on regular basis.

(c) Without prejudice to above, this Hon'ble Court be pleased to issue a Writ of Mandamus or a Writ in the nature of Mandamus or any other appropriate Writ/Order/direction and direct Respondent Nos. 2 and 3 to absorb the Petitioners against the posts occupied by them on permanent basis as primary/graduate teachers as the case may be and they be given all service benefits as admissible to their posts and seniority including the regular payscale of Asst. Primary Teacher.”

14. Mr. Suresh Pakale, learned Senior Advocate for the Petitioners, Mr. P.P. Kakade, learned Additional GP for Respondent – State and Mr. Kedhar Dighe, Advocate for Respondent Corporation canvassed oral arguments. In addition to the oral submissions, Mr. Suresh Pakale and Mr. Kedar Dighe, have tendered written submissions.

15. Mr. Suresh Pakale, learned Senior Advocate for the Petitioners submits that the Respondent Corporation have adopted a

policy of exploiting their teachers, taking advantage of their social and economically backwardness read with critical employment conditions. He submits that the Petitioners were discharging duties similar to the duties performed by teachers appointed on regular basis and there was no difference between them. He submits that services of the Petitioners were transferable to any school of the Respondent Corporation. He submits that the Petitioners were made to undergo training to upgrade their skill and some of the teachers were rewarded with appreciation letter/s. He submits that even the Law Department had recommended to continue the services of the Petitioners. He submits that the services of the Petitioners are abruptly, arbitrarily and without any good reason discontinued, apprehending the Petitioners may claim permanency in future. He submits that the Respondent Corporation has violated the order dated 07.05.2025 passed by this Court in Writ Petition No.16682 of 2025. He submits that the Petitioners were not paid at par with regular teachers. He submits that 252 post were available with the Respondent Corporation. He submits that 52 teachers who were similarly situated and identically placed like the Petitioners, were regularized. He relies on the decision of this Court ***Sandip Ganpat Hadbal & Ors. Vs. State of Maharashtra & Ors.***¹ and the decision of the Hon'ble Supreme Court in

¹ Order dated 29.11.2024 passed in IA No. 1418 of 2024 in WP No.13177 of 2023

the case of ***State of Punjab Vs. Jagdish Singh Anr.***²

16. Mr. Kedar Dighe, learned Advocate for Respondent Corporation refers and relies on the affidavit-in-reply dated 02.09.2025 filed by the Respondent No. 4 opposing the Petition. He raises objection to the maintainability of the Writ Petition on the ground that action or decisions taken within the confines of an ordinary contract of service having no statutory force would not be amenable to challenge under Article 226 of the Constitution of India. He submits that the appointment of the Petitioners was purely temporary contractual appointment on a consolidated pay, that too for a fix period. He submits that the period of appointment of the Petitioners expired on 30.04.2024. He submits that the Petitioners having failed to participate in the second round of appointment pursuant to the second advertisement, their names did not figure in the merit list of 2024. He submits that the Petitioners were not displaced in view of the orders passed by this Court. He submits that upon receipt of 203 permanent appointees through Pavitra Portal, the services of the Petitioners along with other contractual appointees were terminated. He submits that there was no restrain on the Respondent Corporation, from appointing regular permanent employees. He submits

² 2016 AIR (SC) 5176

that Respondent Corporation while giving appointments prepared a common merit list amongst the temporary contractual employees, candidates who were at the bottom of the said merit list of 2024 (prepared pursuant to the second advertisement) were terminated first in point of time, whereas the ones who were at the top of the said list were continued and their services would be until the time the Respondent Corporation received regular appointees from the State Government through the Pavitra Portal. He specifically submits that the Petitioners having failed to participate in the process pursuant to the second advertisement, the Petitioners were out of the race as back as January, 2024.

17. Having heard the parties, the rival contentions fall for consideration.

18. Advertisement published on 23.11.2022, invited applications for the post of Primary Teachers. Said advertisement clearly stated that the appointment was on a consolidated pay and was for a temporary period of six months. Thus, the nature of the said employment was contractual. Clause No. 01 and 11 in the said advertisement read as follows :-

१) एकत्रित मानधनावर नेमलेल्या शिक्षकांची नेमणूक ही आदेशाचे दि. पासून उन्हाळी सुट्टी वगळून ०६ महिने कालावधीसाठी तात्पुरत्या स्वरूपात नियुक्ती असेल, आवश्यकतेनुसार ही मुदत दिलेल्या कालावधीपुर्वी केव्हाही संपुष्टात आणण्याचे मा, अति, आयुक्त (१) सो, पिं, चिं, मनपा यांचा राहिल, त्यानंतर सदरचा कालावधी कोणतीही पुर्वसुचना न देता आपोआप संपुष्टात येईल त्यामुळे अर्जदारास कोणत्याही कायमपदी नेमणुकीचा हक्क प्राप्त राहणार नाही, तसेच नेमणुकी संदर्भात न्यायालयात दाद मागणार नाही, तसेच नियुक्तीच्या वेळी सदरच्या नेमणूकीबाबतचे हमीपत्र सादर करावे लागेल,

११) तसेच पवित्र प्रणाली मार्फत शिक्षक उपलब्ध झाल्यास एकत्रित मानधनावरील नियुक्त्या रद्द करण्याचे अधिकार मा, अति, आयुक्त (१) सो, पिं, चिं, मनपा यांचा राहिल,

19. Petitioners were well aware that their services were on contract basis and on consolidated pay. Petitioners appointment which was on contract basis, would come to an end by efflux of time. Petitioners accepted the employment on contract basis fully knowing its consequences. Petitioners are estopped by their conduct from questioning their appointment. Merely because the services of the Petitioners were continued on contractual basis, the Petitioner cannot maintain the claim of regularization more particularly when the

appointment order / advertisement made a reference to the said temporary appointment and the same was by way of stop gap arrangement i.e. till the time the Respondent Corporation receives candidates from Pavitra Portal. Indisputably, the service of the Petitioners and similarly situated candidates appointed on contractual basis, were terminated upon appointment of regular teachers appointed through Pavitra Portal. Petitioners services thus cannot be regularized or made permanent bypassing the scheme of appointment or provisions of law.

20. Appointment of the Petitioners was contractual appointments, on the terms mentioned in the first advertisement and the appointment orders. Petitioners accepted the contract with open eyes, without any demur. In the case of ***St. Mary Education Society and Anr. Vs. Rajendra Prasads Bhargava and Anr***³. the Hon'ble Supreme Court in paragraph No.75 in the context of actions or decisions taken within the confines ordinary contract of service, have no statutory force or backing, has held that the same is not amenable to challenge under Article 226 of the Constitution of India. Paragraph No.75 (75. 1, 75.2 and 75.3) read as under :-

³ (2023) 4 SCC 498

“75. We may sum up our final conclusions as under:-

75.1. An application under Article 226 of the Constitution is maintainable against a person or a body discharging public duties or public functions. The public duty cast may be either statutory or otherwise and where it is otherwise, the body or the person must be shown to owe that duty or obligation to the public involving the public law element. Similarly, for ascertaining the discharge of public function, it must be established that the body or the person was seeking to achieve the same for the collective benefit of the public or a section of it and the authority to do so must be accepted by the public.

75.2. Even if it be assumed that an educational institution is imparting public duty, the act complained of must have a direct nexus with the discharge of public duty. It is indisputably a public law action which confers a right upon the aggrieved to invoke the extraordinary writ jurisdiction under Article 226 for a prerogative writ. Individual wrongs or breach of mutual contracts without having any public element as its integral part cannot be rectified through a writ petition under Article 226. Wherever Courts have intervened in their exercise of jurisdiction under Article 226, either the service conditions were regulated by the statutory provisions or the employer had the status of “State” within the expansive definition under Article 12 or it was found that the action complained of has public law element.

75.3. It must be consequently held that while a body may be discharging a public function or performing a public duty and thus its actions becoming amenable to judicial review by a constitutional court, its employees would not have the right to invoke the powers of the High Court conferred by Article 226 in respect of matter relating to service where they are not governed or controlled by the statutory provisions. An educational institution may perform myriad

functions touching various facets of public life and in the societal sphere. While such of those functions as would fall within the domain of a “public function” or “public duty” be undisputedly open to challenge and scrutiny under Article 226 of the Constitution, the actions or decisions taken solely within the confines of an ordinary contract of service, having no statutory force or backing, cannot be recognised as being amenable to challenge under Article 226 of the Constitution. In the absence of the service conditions being controlled or governed by statutory provisions, the matter would remain in the realm of an ordinary contract of service.”

21. Perusal of the order passed by this Court in Writ Petition No.5403 of 2024, Writ Petition Nos. 6256 of 2024, Writ Petition No.1205 of 2024, WP No.14808 of 2024 and Writ Petition No.1521 of 2024 would indicate that this Court had not restrained the Respondent Corporation from appointing permanent employees. The restraint was on the services of the Petitioners not being dispensed with or replaced with by another set of teachers on temporary basis or on consolidated pay. Petitioners appointment was temporary contractual appointment on consolidated pay, as such the Petitioners would not be entitled to the benefits of the decision of this Court in the case of ***Madhukar Bhavanrao Sadgir & Ors. Vs. The State of Maharashtra & Ors.***⁴, which was a case of candidates having worked for 10 years or more.

4 2019 Vol.2 MhLJ 119

22. In view of the above, we find that the claim of the Petitioners is without any merits. As such, **this Writ Petition is dismissed.**

23. Rule is discharged. No order as to costs.

(ASHWIN D. BHOBE, J.)

(RAVINDRA V. GHUGE, J.)