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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ LPA 441/2021, CM APPL. 41130/2021, CM APPL. 33889/2022
RICHMONDD GLOBAL SCHOOLAppellant

Through: Ms. Anjana Mishra, Senior Advocate
with Mr. Vedanta Varma, Mr.
Shubhankar Choudhary, Advocates.

versus

DISHANT SINGH RAJAWATRespondent

Through: Mr. Khagesh B. Jha, Ms. Shikha
Sharma Bagga, Mr. Ankit Mann and
Ms. Jyoti Shokeen, Advocates.
Mr. Yeeshu Jain, ASC with Ms. Jyoti
Tyagi, Mr. Aveeraj Sharma Ms. Priya
Shukla, Advocate for Respondent
DOE (Department of Education).

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD
HON'BLE MR. JUSTICE SAURABH BANERJEE

ORDER

24.07.2025

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1. This LPA is directed against the Orders dated 01.09.2021 &
06.10.2021, passed by the learned Single Judge in W.P.(C) No.9367/2021.

Relevant portions of the Order dated 01.09.2021 reads as under:

“2. The learned counsel for the petitioner does not press the prayer with regard to his resignation from the school in the month of February, 2021. Her only prayer is for disbursement of arrears of salary for the period September, 2020 till March 31, 2021 and also payment of lawful dues, i.e., arrears of the salary in terms of the recommendations of the 7th CPC effective from her date of appointment, i.e., July, 2019.



3. *Mrs. Ahlawat would submit that the nature of the appointment of the petitioner was contractual and she was paid salary on consolidated basis. She also states, the arrears of salary for the period of September, 2020 till March 21, 2021, shall be paid to the petitioner. She also states that at no point of time did the petitioner challenged her nature of appointment on contract basis or the payment of consolidated salary.*

4. *This plea is contested by the learned counsel for the petitioner by stating that there is no concept of contractual service under the Delhi School Education Act and Rules.*

5. *Leaving the issue open for determination, issue notice on the petition. Mrs. Ahlawat, accepts notice for respondent Nos. 1 and 2 and Mr. Santosh Kumar Tripathi, learned Standing Counsel, accepts notice for respondent No.3.*

6. *In view of the submission made by Mrs. Ahlawat that the arrears of consolidated salary has to be paid to the petitioner, the same shall be released to the petitioner for the period of September, 2020 till March 31, 2021 within a period of four weeks from today with interest @ 7% per annum.*

7. *On the issue of payment of benefits of 7th CPC counter affidavits shall be filed within six weeks. Rejoinder thereto, if any, be filed within four weeks thereafter”*

2. Learned Counsel for the Appellant states that the Respondent is not entitled to the benefit of 6th CPC/7th CPC for the reason that she has not been appointed in accordance with the recruitment rules and that she is not qualified for such an appointment.



3. A perusal of the Impugned Order shows that this contention was not raised before the learned Single Judge and, therefore, this argument cannot be permitted to be taken for the first time before the Division Bench.

4. Confronted with this, learned Counsel for the Appellant seeks permission to withdraw the present appeal with liberty to file a Review Petition.

5. Learned Counsel for the Appellant has drawn the attention of this Court to the Order dated 18.11.2021, passed by this Court. Relevant portion of the said Order reads as under:

“8. Given the aforesaid circumstances, Mr. Bajaj says that the appellant school, for the moment, will pay dues to the respondent i.e., Ms. Ritu Goel, as indicated in the first part of paragraph 7 of the impugned order i.e., the part which concerns arrears of salary for the period spanning between February 2020 and March 2021, with interest, as applicable.

8.1. Mr. Bajaj says that the amount due will be remitted to the respondent/Ritu Goel, before the next date of hearing.”

6. Learned Counsel appearing for the Respondent/Teacher states that in view of the fact that the School had agreed to make the payments of the Teachers before this Court, the Writ Petition was withdrawn by the Appellant.

7. A perusal of the said Order shows that the School had agreed to make payments only for the period between February 2020 to March 2021 and were subject to the final adjudication of the said appeal.

8. In this view of the matter, this Court is inclined to grant liberty to the



Respondent to revive the Writ Petition.

9. Liberty is also granted to the Appellant to take steps in accordance with law.

10. It is made clear that since the present appeal has been filed bona fide, the Appellant will be entitled to the benefit of Section 14 of the Limitation Act.

11. With these observations, the appeal is disposed of, along with the pending applications, if any.

SUBRAMONIUM PRASAD, J

SAURABH BANERJEE, J

JULY 24, 2025

Rahul