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IN THE HIGH COURT OF JUDICATURE AT BOMBAY ORDINARY ORIGINAL CIVIL JURISDICTION

WRIT PETITION NO. 501 OF 2026

1. Shri Vile Parle Kelavani Mandal
Chairman, having its office at
Shri Bhaidas Maganlal Sabhagriha Building,
Bhakti Vedanta Swami Marg, Juhu Scheme,
Vile Parle (W), Mumbai – 400 056
2. Shri Vile Parle Kelavani Mandal
Secretary, having its office at
Shri Bhaidas Maganlal Sabhagriha Building,
Bhakti Vedanta Swami Marg, Juhu Scheme,
Vile Parle (W), Mumbai – 400 056
3. Narsee Monjee College of Commerce &
Economics (Autonomous)
having its Office at New SBMP Building,
Opp. Cooper Hospital, Bhakti Vedant Marg,
Behind B.J. Hall, Vile Parle (W),
Mumbai – 400 056

....Petitioners

Versus

1. State of Maharashtra,
Mantralaya, Mumbai – 400 001
2. State of Maharashtra,
Education Department,
Mantralaya, Mumbai – 400 001
3. Deputy Director Education Department,
having its office at Mantralaya,
Mumbai – 400 001
4. Education Inspector Greater Mumbai
having his office at Western Zone -
Jogeshwari (East) Mumbai – 400 060
5. Mrs. Meera Mukund More
Age : about 56 years, residing at 15/123,
Unnat Nagar – 4, M.G. Road, Goregaon
(West), Mumbai – 400 062

....Respondents

Mr. Mihir Desai, Senior Advocate a/w Mr. Mutahhar Khan, Mr. Hasan Mushabber, Ms. Masira Lulania i/by Negandhi Shah & Himayatullah for the Petitioners.

Mr. Milind More, Addl. G.P. for the Respondent/State.

Mrs. Meera Mukund More, Respondent No.5, present in-person.

CORAM : RAVINDRA V. GHUGE &
ABHAY J. MANTRI, JJ.

DATE : 23rd MARCH, 2026

ORAL JUDGMENT (PER : RAVINDRA V. GHUGE, J.)

1. Rule. Rule made returnable forthwith and heard finally by the consent of the parties.

2. Petitioner Nos.1 and 2 are the Chairman and Secretary of the same Education Society. Petitioner No.3 is the College in which Respondent No.5, was working as an Assistant Teacher.

3. The sequence of dates and events are summarized as under :-

(a) Respondent No.5 was appointed as a probationer Teacher vide an appointment order dated 14th May, 1994 for a period of two years.

- (b) By an order dated 12th May, 1999, Respondent No.5 was confirmed as a Teacher in the College.
- (c) On 29th August, 2015, Respondent No.3/College requested the Deputy Director, Education Department, Mumbai for permission to suspend Respondent No.5.
- (d) On 4th September, 2015, i.e., within five days of seeking permission and without waiting for the response of the Deputy Director, Education Department, Mumbai, the Management suspended the R 5 Teacher with immediate effect.
- (e) The statement of allegations under Rule 36(1) of the Maharashtra Employees of Private Schools (Conditions of Service) Rules, 1981 (hereinafter referred to as '**MEPS Rules 1981**'), was issued on 14th November, 2015.
- (f) The Management constituted an Enquiry Committee and a chargesheet dated 19th January, 2016 was issued to her.
- (g) After conducting the enquiry, the Convener of the Enquiry Committee submitted the majority report dated 13th September, 2017, and the Teachers' nominee submitted his separate dissenting report dated 9th September, 2017.

(h) The College issued an order of termination by way of punishment under Rule 29(5) of the MEPS Rules, 1981 on 31st October, 2017.

(i) The Teacher approached the School Tribunal by preferring an Appeal No.09 of 2018.

(j) By Judgment dated 20th December, 2019, the School Tribunal, Mumbai allowed the Appeal, quashed and set aside the order of termination and granted reinstatement to the Teacher with continuity and full back wages.

(k) The Judgment of the School Tribunal was not challenged by the Management and it attained finality.

(l) The Management reinstated Respondent No.5 on 17th January, 2020 on the same post in the Mithibai College of Arts, Chauhan Institute of Science and Amrutben Jivanlal College of Commerce and Economics, which is a sister Institution.

(m) On 21st December, 2020, the Petitioners' College submitted the supplementary bill to the Education Inspector for Greater Mumbai (Western Zone).

(n) The Petitioners by letter dated 21st December, 2020 forwarded to the Education Inspector a copy of the supplementary bill of back wages from 1st October, 2015 to 31st January, 2020.

(o) The Petitioners issued reminders to the Deputy Director of Education to pay the back wages to Respondent No.5/Teacher.

(p) Respondent No.5/Teacher has filed an Execution Petition No.114 of 2013, before the Bombay City Civil Court at Dindoshi, Borivali Division, Mumbai.

(q) A Recovery Certificate dated 8th February, 2023, was issued in favour of the Teacher.

4. The Petitioner/Management has preferred this Petition seeking a direction to the State Government to comply with the order of the School Tribunal. In the said cause, the Management has put forth Prayer Clauses (a), (b) and (c), as under :

“(a) That 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 or direction under Article 226 & 227 of the Constitution of India, ordering and directing Respondent Nos.3 and 4 to forthwith comply with the order dated 20.12.2019 (Annexed at Exhibit A) passed by the Hon’ble School Tribunal;

(b) That this Hon'ble Court be pleased to issue writ of Certiorari, or a writ in the nature of certiorari, or any other appropriate writ, order or direction under Article 226 & 227 of the Constitution of India, calling for the entire records and proceedings of the case as pertaining to the order dated 20.12.2019 passed by the Hon'ble School Tribunal and after going into the legality validity and propriety of the same, this Hon'ble Court be pleased to direct the Respondent Nos.3 and 4 to release the back wages to the Respondent No 5 in terms of the order dated 20.12.2019 passed by the Hon'ble School Tribunal.

(c) That pending the hearing and final disposal of this Writ Petition, this Hon'ble Court be pleased to stay the Execution Proceedings being Darkhast No.114 of 2023 initiated by the Respondent No.5 in the City Civil Court at Dindoshi against the Petitioners;"

5. The Petitioner/Management is before this Court being aggrieved that the State is not paying the back wages to Respondent No.5. A Regular Darkhast has been filed by the Teacher claiming back wages, irrespective of whether the Management would pay it or the State Government.

6. By an order dated 12th February 2025, passed by this Court [Coram : A.S. Chandurkar (as His Lordship then was) & M.M. Sathaye, JJ.] the Management has been directed to deposit of Rs.35 Lakhs towards back wages in this Court to enable Respondent No.5/Teacher to withdraw the said amount. For ready reference, the order dated 12th February 2025, is reproduced hereunder :

“1. We have heard the learned counsel for the parties for some time. The learned Senior Advocate for the petitioners by relying upon the Circular dated 14th March 1978 issued by the Education and Youth Services Department of the State Government submits that consequent upon reinstatement of the respondent no.5 in terms of the order passed by the School Tribunal on 20th December 2019, the liability to pay back-wages is of the Management. Between the period from 30th October 2017 when the services of the respondent no.5 were terminated till 16th January 2020 when her services were reinstated pursuant to the judgment of the School Tribunal, no other Teacher was engaged on the post held by the respondent no.5. Hence, in view of the aforesaid Circular, the petitioners are entitled to seek reimbursement of the amount of back-wages. Reliance is placed on the judgment of the Division Bench in Writ Petition No.6842 of 2015 (Arpan Shikshan Prasarak Sanstha and Anr. Vs. The Education Officer (Primary), Zilla Parishad, Amravati and Anr.) dated 26th September 2016 decided at the Nagpur Bench.

2. Per contra, the learned Assistant Government Pleader for respondent nos.1 to 4 by relying upon the decision in Writ Petition No.757 of 2016 (Rajapur Shikshan Prasarak Mandal, Ratnagiri Vs. State of Maharashtra and Ors.) dated 18th April 2018 decided at the Principal Seat submits that the petitioners are not entitled to any such reimbursement in the absence of the liability to pay back-wages being saddled only on the petitioners.

3. It is urged that the issue based on the aforesaid Circular arises for consideration in numerous matters and hence the Court may consider applicability of the same in the context of framing of Maharashtra Employees of Private Schools (Conditions of Service) Rules, 1981. The learned Senior Advocate for the petitioners submits that the petitioners would deposit an ad-hoc amount of Rs.35 lakhs towards back wages within a period of three weeks in this Court to enable the respondent no.5 to withdraw the same. Permission is granted to do so. Needless to state that

if the petitioners succeed in the writ petition, appropriate directions based on the Circular dated 14th March 1978 could be issued.

4. Since the respondent no.5 has not yet entered appearance, issue notice to her returnable on 5th March 2025. It is open for the respondent no.5 to seek withdrawal of the aforesaid amount.

5. Subject to such deposit, there shall be interim relief in terms of prayer clause (c) of the petition.

6. Stand over to 5th March 2025 for further consideration.

7. Parties to act on authenticated copy of this order.”

THE ONLY ISSUE TO BE CONSIDERED

7. Having considered the strenuous submissions of the learned Senior Advocate Mr Desai, for the Petitioners, and the learned Addl. G.P. Mr More, on behalf of the State, as well as the Respondent No.5/Teacher in-person, we find that the only issue raised before this Court is as to who should pay the back wages to the Teacher.

OUR ANALYSIS AND CONCLUSION

8. In the above backdrop, we are required to advert to the Judgment of the School Tribunal dated 20th December, 2019, because it is this judgment that has granted the Teacher, reinstatement, continuity of service and full back wages.

9. In a lengthy Judgment running into 47 Pages, the School Tribunal has concluded that not a single charge has been proved against the Appellant, i.e., Respondent No.5 herein. It was concluded that the enquiry was conducted in a farcical manner. None of the charges are proved against the Teacher. She was fully exonerated by the Tribunal which concluded that the Enquiry Committee was faulty, the Convener of the Enquiry Committee had a bias against the Teacher, the enquiry was vitiated and no charge was proved.

10. It is conceded that the Tribunal did not direct a *de novo* enquiry, keeping in view the law laid down in ***Vidya Vikas Mandal & Anr. V/s. Education Officer & Anr., (2007) 11 SCC 352***. The Management accepted the said Judgment of the Tribunal and the same has now attained finality. As such, the said issue cannot be reopened. Be that as it may, the operative order of the School Tribunal relevant for deciding the controversy before us, reads as under :

- “1. *The present appeal is hereby allowed;*
2. *The impugned order of termination of the services of the appellant, namely, Smt Meera Mukund More dated 30/10/17 is hereby quashed and set aside;*
3. *Respondent Nos 1, 2, & 3 (Narsee Monjee College Commerce and Economics) are hereby directed to reinstate the appellant, namely, Smt. Meera Mukund*

More to her same previous post as one at the time of termination of services by the impugned order. The appellant shall be given the full back wages and continuity in services. This order be complied with within 30 days from today.

4. Respondent Nos 1, 2, & 3 are hereby directed to make the necessary correspondence with the Dept. as may be required for carrying into effect this order;”

11. The whole issue turns upon the language used by the School Tribunal in Paragraph No.3. The Management is directed to reinstate the Teacher in service on the same post from which she was terminated. While directing payment of full back wages and continuity in service, the Tribunal recorded that the Appellant shall be given the full back wages and continuity in service.

12. The learned Addl. G.P. strenuously submits that the first sentence below Clause 3 has to be read conjointly with the second sentence. When the Appellant was directed to be given full back wages and continuity in service, it is only the Management which can grant continuity in service and therefore the words ‘shall be given the full back wages and continuity in service’, indicates the mind of the Tribunal that the Management has to give continuity with full back wages because it is the Management which can grant continuity in service. In short, he strenuously

submits that the said sentence cannot be broken into two portions and has to be read together indicating that the party which is bound to give continuity in service, has also been directed to pay full back wages.

13. The learned Senior Advocate, Mr. Desai, has contradicted the submissions of the learned Addl. G.P. He submits that under Clause 3 of the operative order, the Tribunal directed the Management to reinstate the Appellate in service. The said sentence ends there. The Tribunal starts a new sentence that 'the appellant shall be given the full back wages and continuity in service'. The second sentence is a separate direction by the Tribunal. Hence, it is submitted that when the Teacher was working on a grant-in-aid position and after her dismissal, no other Teacher was appointed in her place due to which the State Government was not required to make any salary payment to any Teacher in place of Respondent No.5, that there is no question of double payment and hence, the State has to make the payment of the salary of Respondent No.5/Teacher.

14. The Mr. Desai, has tendered a ready reference calculation chart and has calculated the amounts payable to the Teacher under various heads. The sum-total by way of the monetary liability is Rs.57,02,231/-. The subsistence allowance of Rs.17,65,144/- along with the ad-hoc

payment of Rs.35,00,000/- towards back wages, has been paid by the Management. A residual amount of Rs.4,37,087/-, will now have to be paid to the Teacher.

15. Mr. Desai, further submits that the Teacher has not preferred any Petition in this Court for claiming any benefits. She has only filed the execution proceedings for the implementation of the directions of the School Tribunal. The School Tribunal has not granted any relief to the Appellant of the nature that her suspension period be treated as an 'on duty' period. He submits that the Tribunal has granted continuity in service to the Appellant from the date of her dismissal dated 30th October, 2017, until her date of superannuation, which is 31st July, 2025. The break in service occurred on account of the dismissal and that break in service will have to be bridged by payment of back wages. There is not direction by the Tribunal that the Teacher should be treated 'on duty' even during the suspension period. Mr. Desai, therefore, submits that as the Appellant has not moved any proceedings before any Authority or Court claiming an order of being treated as on duty even during the suspension period, in a Petition filed by the Management, this Court cannot grant this relief to the Teacher.

16. Insofar as the above submissions of Mr. Desai, to the extent of the issue of suspension are concerned, his submissions are well placed. In the event, the Teacher claims the relief of being treated as on duty even during the suspension period on account of the complete exoneration by the School Tribunal, the said issue can be dealt with if the Teacher takes up the said issue in any proceeding.

17. Mr. Desai, draws our attention to the conclusion of the School Tribunal below Paragraph No.14. It was noted that the Management had sought permission from the Education Department, vide letter dated 29th August 2015, to suspend the Teacher. Since the Department did not respond to the said letter, the Appellant was suspended on 04th September, 2015. However, the School Tribunal has held that it is the prerogative of the Management to suspend an employee pending disciplinary action in the light of Rule 33(1) of the MEPS Rules, 1981. It is further recorded in Paragraph No.14 that, *'it appears that the suspension of the appellant did not survive to cause her substantial loss at the relevant time. This tribunal holds that the suspension of the appellant at the relevant time, is not of much help for the Appellant to hold the enquiry as unfair as admittedly it was withdrawn'*. Mr. Desai, as well as the Teacher in-person Smt More,

submit that this is an erroneous conclusion that the suspension order was withdrawn by the Management. According to both, the suspension continued and merged in her dismissal order. There is also no dispute that the Teacher received 50% of the salary as suspension allowance for the first four months and then at the rate of 75% until her dismissal, as per rules.

18. Mr. Desai, has relied upon the Judgment delivered by the Hon'ble Supreme Court dated 1st February, 2016 (non-reportable) in Civil Appeal No.670 of 2016 (*Educational Society, Tumsar & Ors. V/s. State of Maharashtra & Ors.*). In the said case, the Management had canvassed that normally the back wages have to be paid by the Management considering the employer-employee relationship. However, since the School was operated by the Appellants with 100% salary grants, it was canvassed that the salary should be paid by the State Government.

19. Drawing conclusions in Paragraph Nos.9 and 10, it was held in Educational Society, Tumsar (supra), that if the termination order would have been at the behest of the Government and if the enquiry would have been initiated with some role of the Government to be played, the Government would have been responsible to pay the back wages. The act

of termination should be at its behest which was found to be ultimately illegal. The Hon'ble Supreme Court concluded that since the entire action was initiated by the Petitioner Management, and the order of termination was on account of the Management's action which was found to be unsustainable, it concluded that the School Tribunal has rightly not given any direction to the State Government to pay the back wages.

20. Mr. Desai, has relied upon a Judgment delivered by this Court at the Nagpur Bench dated 26th September, 2016 in Writ Petition No.6842 of 2015 (*Arpan Shikshan Prasarak Sanstha & Anr. V/s. The Education Officer (Primary) & Anr.*). The Nagpur Bench recorded that the employee was terminated only because her service was for a limited period. No other person was engaged in her place. The State Government was not required to pay her salary, to a newly appointed Teacher, and hence, the State was directed to pay the back wages to the Teacher. These facts are clearly distinguishable from the facts in the case before us.

21. The Full Bench of this Court has delivered a judgment in *Awdesh Narayan K. Singh V/s. Adarsh Vidya Mandir Trust & Anr. 2004 (1) Mh.L.J. 676*, concluding that if the Management does not obtain prior permission of the Authority under Rule 31(1) of the MEPS Rules, 1981

and effects the suspension without prior permission, it is the Management which has to pay the entire subsistence allowance. The view taken in *Vanmala S. Aney V/s. National Education Society, Khamgaon and Ors., 1982 Mh.L.J 403* and all subsequent judgments relying upon *Vanmala S. Aney (supra)*, were held to be overruled. The view taken in *Shyamrao Tukaram Patil V/s. CEO*, vide Judgment dated 27th July 1992, in Writ Petition No.3106 of 1992, was held to be the correct law. In Paragraph Nos.58 and 59 the Full Bench recorded, as under :

58. So far as Preamble and objects of the Act are concerned, no doubt, one of the objects of the Act is to provide security and stability of service to employees so as to enable them to discharge their duties towards pupils and their guardians. The said object has been highlighted in Vanmala. But their duties are also towards the institution and the society in general. Keeping in view all those objects, duties and functions have been laid down for employees with a view to ensuring that they become accountable to the management and contribute their mite for meeting the standard of education. It is, therefore, abundantly clear that the Act has been enacted to provide security and stability of service to employees so that they discharge their duties towards pupils and their guardians and accountable to management and contribute in larger public interest. While interpreting the provisions of the Act and the Rules, therefore, over and above the interest and safety and security of employees, a Court of law has to keep in mind larger interest of students' community and accountability of employees towards management and endeavour to give effect to the provisions of law. Keeping in view the relevant provisions of the Act and the Rules, therefore, an action of suspending an employee by a management without

the prior approval/permission of education authority is not necessarily illegal, unlawful, void or inoperative.

59. For the foregoing reasons, our conclusions are as under:

(i) Normally, an employee of a recognised school may be placed under suspension by the management after obtaining prior permission/approval of an authority in accordance with sub-rule (1) of Rules 33 and 35 of the Rules;

(ii) In extraordinary circumstances and emergent situations, where an employee is alleged to be guilty of grave charges and there is reason to believe that in the event of the guilt being proved against him/her, he/she is likely to be reduced in rank or removed from service and the management decides to hold an inquiry, he/she may be placed under suspension under sub-rule (4) of Rule 35 without obtaining prior approval of education authority;

(iii) Where an employee of a recognised school is placed under suspension with prior approval as required by sub-rule (1) of Rules 33 and 35, sub-rule (3) of Rule 35 will operate and subsistence allowance will be paid in accordance with the said provision;

(iv) Where an employee of a recognised school is placed under suspension without approval, sub-rule (4) of Rule 35 will apply and subsistence allowance will be paid by the management as laid down in the said provision;

(v) Vanmala did not lay down correct law on the point and is hereby overruled. All subsequent decisions either following or reiterating Vanmala also stand overruled;

(vi) *Shyamrao Tukaram is approved as laying down correct law on the point.”*

22. In ***Balvantrai Ratilal Patel V/s. State of Maharashtra, AIR 1968 SC 800***, it was concluded in Paragraph No.4, as under :

“4. The general principle therefore is that an employer can suspend an employee pending an inquiry into his misconduct and the only question that can arise in such suspension will relate to payment during the period of such suspension. If there is no express term relating to payment during such suspension or if there is no statutory provision in any enactment or rule the employee is entitled to his full remuneration for the period of his interim suspension. On the other hand, if there is a term in this respect in the contract of employment or if there is a provision in the statute or the rules framed thereunder providing for the scale of payment during suspension the payment will be made in accordance therewith. This principle applies with equal force in a case where the Government is an employer and a public servant is an employee with this qualification that in view of the peculiar structural hierarchy of Government administration, the employer in the case of employment by Government must be held to be the authority which has the power to appoint the public servant concerned. It follows therefore that the authority entitled to appoint the public servant is entitled to suspend him pending a departmental enquiry into his conduct or pending a criminal proceeding, which may eventually result in a departmental enquiry against him. But what amount should be paid to the public servant during such suspension will depend upon the provisions of the statute or statutory rule in that connection. If there is such a provision the payment during suspension will be in accordance therewith. But if there is no such provision, the public servant will be entitled to his full emoluments during the period of

suspension. On general principles therefore the Government, like any other employer, would have a right to suspend a public servant in one of two ways. It may suspend any public servant pending departmental enquiry or pending criminal proceedings; this may be called interim suspension. The Government may also proceed to hold a departmental enquiry and after his being found guilty order suspension as a punishment if the rules so permit. This will be suspension as a penalty. As we have already pointed out, the question as to what amount should be paid to the public servant during the period of interim suspension or suspension as a punishment will depend upon the provisions of the statute or statutory rules made in that connection.”

23. In ***Deepali Gundu Surwase V/s. Kranti Junior Adhyapak Mahavidyalaya (D.Ed.) And Ors., (2013) 10 SCC 324***, the Hon’ble Supreme Court upheld the view taken by the Bombay High Court that when the Appellant’s suspension and termination was held to be illegal and full back wages with continuity in service was granted after the Tribunal found the action of the Management to be arbitrary and vitiated, the Tribunal had rightly taken cognizance and granted reinstatement with full back wages. While concluding that if the wrongdoer is the employer and the employee is the sufferer, there is no justification to give a premium to the employer for his wrongdoings by relieving the employer of the burden to pay full back wages to the employee. The Hon’ble Supreme Court recorded in Paragraph No.38.5, as under :

“38.5. The cases in which the competent court or tribunal finds that the employer has acted in gross violation of the statutory provisions and/or the principles of natural justice or is guilty of victimising the employee or workman, then the court or tribunal concerned will be fully justified in directing payment of full back wages. In such cases, the superior courts should not exercise power under Article 226 or 136 of the Constitution and interfere with the award passed by the Labour Court, etc. merely because there is a possibility of forming a different opinion on the entitlement of the employee/workman to get full back wages or the employer’s obligation to pay the same. The courts must always keep in view that in the cases of wrongful/illegal termination of service, the wrongdoer is the employer and the sufferer is the employee/workman and there is no justification to give a premium to the employer of his wrongdoings by relieving him of the burden to pay to the employee/workman his dues in the form of full back wages.”

[Emphasis is supplied]

24. On the issue of payment of subsistence allowance, the Hon’ble Supreme Court held in ***Capt. M. Paul Anthony V/s. Bharat Gold Mines Ltd. and another, AIR 1999 SC 1416***, that payment of suspension allowance is a ‘Right to Life’ under Article 21 of the Constitution of India. The suspension allowance has to be paid by way of subsistence allowance which ensures non-violation of the Right to Life of the employee. In the case before us, the Management has already paid the suspension allowance to the Teacher and there is no grievance on this count.

25. We find from the Judgment of the Tribunal that not a single charge was proved by the Management against the Teacher. It was the Management's decision to place the Appellant under suspension. The Management constituted an Enquiry Committee which was found to be defective under the Rules, by the Tribunal. The Tribunal also recorded a serious element of bias, attributed to the Convener of the Enquiry Committee who was a part of the Management. This led to the conclusion that the Management had treated the Teacher unfairly and had subjected the Teacher to disciplinary proceedings. Her dismissal from service was continued until her reinstatement and she superannuated thereafter.

26. Taking into account the law laid down by various Judgments adverted to in the foregoing paragraphs, when the Management had acted grossly, unfairly and had played the role of a wrongdoer causing grave sufferings to the Teacher, there can be no reason to absolve the Management from the burden of payment of salary towards the back wages. The entire handiwork was of the Management in suspending the Teacher and subjecting her to a departmental proceeding causing unbearable sufferings to her. The State Government had no role to play. The Rules do not permit the State Government to interject in such a departmental proceedings.

Merely because no other Teacher was appointed in place of Respondent No.5/Teacher after her dismissal, would not justify the argument on the part of the Management that because the State Government's money was not spent, that the State Government be directed to pay the back wages to the Teacher. This would be against the dictum of the Hon'ble Supreme Court in *Deepali Gundu Surwase* (supra). This would be actually subjecting the State to suffer the onerous financial burden, without being responsible to victimisation of the Employee by the Employer. The State had no role to play in the dismissal of the Appellant. The Management cannot get away with its unfair act and wrongdoings.

27. We, therefore, in the given facts situation of this case, find that it would be the Management which will have to pay the suspension allowance as well as the back wages to the Respondent No.5/Teacher. With these conclusions, this **Writ Petition is dismissed**.

28. Mr. Desai, brings it to our notice that the suspension allowance as well as a major portion of the back wages, have already been paid to the Teacher and a difference amount of only Rs.4,37,087/- is to be paid to her. Respondent No.5/Teacher submits that the Management has made an erroneous calculation. The calculations tendered to the Education

Department by the Principal, wherein the Teacher is held to be entitled for an amount Rs.61 Lakhs and odd, should alone be taken into account.

29. We do not find it appropriate to go into this controversy, since the issue before us was only to decide as to whether the Management should pay the dues or whether it is the State Government. Having concluded that the Management has to pay and having accepted the submissions of the learned Addl. G.P. that the School Tribunal has also directed the Management to grant continuity in service and back wages, that the issue of calculations is kept open to be considered by the concerned Court dealing with the Darkhast proceedings.

30. **Rule is discharged.**

31. No order as to costs.

[ABHAY J. MANTRI, J.]

[RAVINDRA V. GHUGE, J.]