



W.P.(MD).No.22194 of 2021

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BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

ORDER RESERVED ON : 02.02.2026

ORDER PRONOUNCED ON : 04.03.2026

**CORAM:
THE HONOURABLE MR.JUSTICE R.VIJAYAKUMAR**

**W.P.(MD).No.22194 of 2021
and WMP(MD).No.18756 of 2021**

V.Padmavathy

....Petitioner

Vs

1.The Joint Director of School Education
(Secondary Education)
College Road
Chennai 600 006

2.The Chief Educational Officer
Virudhunagar District
Virudhunagar

3.The District Education Officer
Virudhunagar District
Virudhunagar

4.Kamma Mahajana Trust
Girls Higher Secondary School
Venkatachalapuram
Sattur
Rep.By its Secretary
Venkatachalapuram
Sattur 626 203

.....Respondents



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Prayer: This Petition filed under Article 226 of the Constitution of India, to issue a Writ of Certiorarified Mandamus to call for the records pertaining to the impugned order in Na.Ka.No.4100/Aa1/2020 dated 13.07.2021 passed by the second respondent, quash the same consequently direct the respondents to pay petitioner's salary from 01.11.2004 to till the date of petitioner's superannuation ie. May 2013, and to disburse petitioner's terminal benefits including pensions, gratuity, P.F. Leave Encashment and all other attendant benefits.

For Petitioner : M/s.D.Geetha

For Respondents :Mr.N.Satheeshkumar
Additional Government Pleader for R1 to R3

:Mr.V.P.Rajan for R4

ORDER

The present writ petition has been filed challenging the order passed by the second respondent on 13.07.2021 wherein the request of the petitioner for payment of salary and other monetary benefits for working as Headmistress in the fourth respondent school has been rejected.

(A).Facts leading to the filing of the present writ petition are as follows:

2.The fourth respondent school was granted temporary recognition by the first respondent on 07.06.1988 and the petitioner was appointed as an Headmistress of the said school on 13.08.1988. The petitioner was removed from service by the school management on 01.08.1990. The petitioner had



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preferred an appeal before the first respondent under Section 23 of the Tamil Nadu Recognized Private Schools (Regulation) Act, 1973 and the appeal was dismissed on the ground of maintainability on 12.01.1993.

3.Challenging the same, the petitioner has preferred an appeal before the Tribunal in C.M.A.No.6 of 1993 and the appeal also came to be dismissed on 09.12.1994. Challenging the dismissal of C.M.A.No.6 of 1993, the petitioner has preferred W.P.No.4445 of 1995 and the said writ petition was allowed by this Court on 30.10.2002 directing the Appellate Tribunal to rehear the matter afresh and pass orders. The Appellate Tribunal had reheard the appeal in C.M.A.No.6 of 1993 and passed an order on 01.11.2004 allowing the appeal and directing the management to reinstate the petitioner but without backwages.

4.The petitioner herein had filed W.P.(MD).No.1140 of 2005 challenging the denial of backwages and the management had filed W.P.(MD).No. 2515 of 2005 challenging the order of reinstatement. Both the writ petitions were heard together and a common order came to be passed on 30.06.2009.

5.W.P.(MD).No 1140 of 2005 filed by the petitioner came to be dismissed and W.P.(MD).No 2515 of 2005 filed by the management was partly allowed to the effect that the petitioner has to be reinstated only as a teacher not as a headmistress by the school management. This order was not



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put to challenge by the management.

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6. Aggrieved over the order of the writ court, the petitioner herein had filed W.A.(MD)Nos.426 of 2009 and 238 of 2010. Both the writ appeals were heard together and a common order came to be passed by the Hon'ble Division Bench on 05.02.2014 wherein the findings of the writ court that the petitioner should be reinstated only as a teacher and not as a headmistress was set aside and both the writ appeals were allowed.

7. Alleging violation of the order of this Court in W.A.(MD).No. 238 of 2010, a contempt petition was filed by the petitioner in Contempt Petition (MD).No. 634 of 2014. The contempt petition was closed on 06.08.2015. The Petitioner herein had attained superannuation on 11.05.2013 even while writ appeals filed by her were pending.

8. The Petitioner had made a representation to the educational authorities as well as the school management on 14.09.2019 requesting the educational authorities to initiate appropriate action as against the school management and direct the school management to pay her salary arrears from 01.11.2004 till the date of superannuation, the terminal benefits and pensionary benefits.

9. The management addressed a reply on 10.10.2019 stating that during the pendency of the court proceedings, the petitioner had contested in the Panchayat election and she was elected as a Ward member between October



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1996 to October 2021 and therefore, she is not eligible for any remuneration.

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10.The management further pointed out that in view of her involvement in the political affairs, she was not eligible for appointment for the previous period. The management further contended that the petitioner was not issued with any appointment order till her retirement of superannuation and therefore, she is not entitled to receive any salary or backwages.

11.Challenging the above said order of the management, the petitioner has preferred an appeal before the first respondent. The first respondent has passed the present impugned order on 13.07.2021 stating that the petitioner has worked as a headmistress on a consolidated pay in the fourth respondent school between 13.08.1988 to 01.08.1990 and thereafter, she has been dismissed by the management on 01.08.1990. During the said period, the school was a self financing institution. Therefore, the appointment of the writ petitioner as a headmistress was never approved by the educational authorities. In such circumstances, the petitioner is not entitled any salary, backwages or other benefits from the department. This order is put to challenge in the present writ petition.

(B).Submissions of the counsels appearing on either side:

12.According to the learned counsel for the writ petitioner, the school was granted temporary approval on 07.06.1988 and she was appointed as a



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Headmistress on 01.08.1988. Without any charge memo or conducting any enquiry, the petitioner was removed from service on 01.08.1990. The school got grant-in-aid from 08.05.1992. Had she continued as a Headmistress, without being illegally terminated by the management, the petitioner would have been entitled to all the benefits through such a grant-in-aid. However, the petitioner was illegally terminated by the management which was set aside by the Tribunal and confirmed by the Hon'ble Division Bench. In such circumstances, the management as well as the educational authorities are liable to pay the salary to the writ petitioner.

13.The learned counsel for the petitioner had further submitted that even though the writ Court had confirmed the order of the Tribunal directing reinstatement on 30.06.2009, the management has not come forward to reinstate the petitioner as Headmistress. Since the management had come forward to reinstate only as a teacher and that too on a consolidated pay, the petitioner has not accepted the offer. Therefore, there is no fault on the part of the petitioner. The management had not chosen to implement the orders of the writ Court. While the writ appeal was pending, the petitioner has attained superannuation. Therefore, the non-employment during the entire service period of the writ petitioner is only attributable to the management despite the orders of the Tribunal, writ Court and the writ Appellate Court. In such circumstances, both the management as well as the department are



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responsible for payment of the salary.

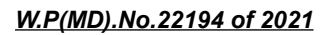
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14. On the side of the petitioner, a calculation memo has been filed claiming a sum of Rs.36,35,955/- towards salary. A sum of Rs.10,00,000/- towards gratuity. Totally a sum of Rs.46,35,955/- is claimed by the petitioner.

15. Per contra, the learned counsel appearing for the respondents 1 to 3 herein submitted that the petitioner was appointed on 13.08.1988 and terminated on 01.08.1990 when the school was running as a self-financing institution. The grant-in-aid was given to the fourth respondent management only with effect from 01.06.1991, after termination of the writ petitioner. Since the petitioner was appointed under the self-financing category, the appointment of the writ petitioner was never sent for approval to the educational authorities. At no point of time, the appointment of the writ petitioner has been approved by the educational authorities. In such circumstances, the department cannot be held liable for payment of salary.

16. Only when the appointment of any teacher or Headmistress is approved by the department, the question of payment of salary through grant-in-aid would arise from the date of approval of the appointment. Therefore, the authorities cannot be held liable for salary or other benefits demanded by the writ petitioner.

17. The learned counsel for the fourth respondent had submitted that the petitioner was appointed when the school had not received any grant-in-aid,



19. The learned counsel for the fourth respondent had further submitted that after disposal of the writ petition, a letter was addressed by the school management on 31.07.2009 calling upon the petitioner to join the school as a teacher which is in compliance with the order of the writ Court. However, the petitioner has not chosen to join the said post and she had preferred to file a writ appeal. Pending writ appeal, the petitioner had attained superannuation. Therefore, the petitioner, having rejected the offer of the petitioner school to reinstate her as a teacher in compliance with the order of the writ Court, now cannot complain that the management has not complied with the orders of the writ Court.



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20.The learned counsel for the fourth respondent had further contended that at no point of time, the petitioner's appointment or approval was recognized by the authorities. Therefore, during her entire service period, she was only a temporary employee receiving salary under self-financing category. The management had filed a calculation memo wherein they have pointed out that the petitioner would be entitled a salary of Rs.2,99,195/- as arrears and they are making such a payment for the period between 01.11.2004 to 31.07.2009.

21.Heard both sides and perused the material records.

(C).Discussion:

22.The petitioner was appointed as an Headmistress in a recognized non-minority institution on 13.08.1988. The school was not receiving grant-in-aid. The petitioner was terminated from service without following due process of law on 01.08.1990. The school started receiving grant-in-aid only from 01.06.1991 as per order in G.O.Ms.No.441 Education (D1) Department dated 03.05.1992. The petitioner's removal from service was put to challenge by her and the illegality of the said termination order has been declared by the Court and it has reached its finality. These facts are not in dispute.



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23.The following issues arise for consideration are as follows:

a)What is the period for which the petitioner is entitled to salary and other monetary benefits?

b)What is the quantum of salary which the petitioner is entitled to ?

(i).Entitlement of backwages:

24.The Educational Tribunal /Special Court, Ramanathapuram while disposing C.M.A.No.6 of 1993 on 01.11.2004 had directed reinstatement of the petitioner as Headmistress, but has rejected the request of the petitioner for backwages. The rejection of backwages was put to challenge by the writ petitioner in W.P.(MD).No.1140 of 2005 before this Court and the same was dismissed on 30.06.2009.

25.The petitioner has filed W.A.(MD).Nos.426 of 2009 and 238 of 2010 and both the writ appeals have been allowed. In the writ appeal orders, there is no specific reference about the period for which the petitioner is entitled to backwages. However, allowing of the writ appeals would clearly indicate that the petitioner is entitled to backwages. Therefore, the petitioner having been terminated on 01.08.1990 and attained superannuation on 11.05.2013, is entitled to backwages.



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(ii).Period for which backwages has to be paid:

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26.The learned counsel for the respondent had contended that the petitioner served as a ward councillor after contesting in the Panchayat Election for the period between October 1996 to October 2001 and therefore, she is not eligible to receive any salary for the above said period. This fact is not in dispute. Therefore, it is clear that for the above said period, namely between October 1996 to October 2001, the petitioner would not be entitled to backwages.

27.The learned counsel for the respondent management had further contended that they offered the post of teacher to the writ petitioner by way of a letter dated 31.07.2009. However, the petitioner has not chosen to accept the said post and therefore, she is not entitled to salary from 31.07.2009 till the date of her superannuation. However, it is the contention of the petitioner that instead of reinstating her as Headmistress, offer letter was sent only to reinstate her as a teacher and that too on a consolidated pay of Rs.4000/- per month. Since the said order was in violation of the writ Court order, she has not chosen to join. This argument cannot be countenanced in view of the fact that the writ Court while disposing of W.P.(MD).No.1140 of 2005 and W.P.(MD).No.2515 of 2005 by way of a common order dated 30.06.2009, had directed the management to appoint the petitioner only as teacher and not as Headmistress. Therefore, the petitioner should have accepted the said offer



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given by the respondent management. The quantum of salary could have been adjudicated on a later point of time. Therefore, it is clear that the petitioner has voluntarily not chosen to accept the said offer and therefore, she cannot now complain that the order of the writ Court has not been complied with, especially when there is no direction by the writ Court to appoint her in a grant-in-aid post.

28.It is to be noted that the period during which the petitioner has served as a ward councillor and the period during which the petitioner has voluntarily chosen not to accept the offer of an appointment to a teacher based on a letter dated 31.07.2009 sent by the management have been excluded while calculating the entitlement of the petitioner for backwages.

29.In view of the above said discussion, it is clear that the petitioner would be entitled to backwages for the period from August 1990 to September 1996 and thereafter, from November 2001 till July 2009.

(iii).Quantum of backwages:

30.It is not in dispute that the petitioner was appointed as a Headmistress in the fourth respondent school on 13.04.1988 only under self-financing category. Her appointment was not approved by the educational authorities. She was terminated on 01.08.1990. The grant-in-aid was extended to the petitioner school only from 01.06.1991. Therefore, it is clear that the petitioner's appointment was never made to a grant-in-aid post or



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approval was granted by the educational authorities for her appointment. The petitioner had attained superannuation on 11.05.2013 even without getting reinstated.

31. When an employee is terminated and his/her order of termination is set aside by the Court, the employee gets reinstated only to her original status whether it is a temporary/casual / consolidated pay. A consolidated pay employee who was illegally terminated, if the termination order is set aside by the Court, would get reinstated only as a consolidated pay employee and not as a regular employee. There is no reference either in the common order in W.P.(MD).No.1140 of 2005 and W.P.(MD).No.2515 of 2005 or common order in W.A.(MD).No.426 of 2009 and W.A.(MD).No.238 of 2010 with regard to the reinstatement of the petitioner on a regular basis attracting grant-in-aid. In such circumstances, the quantum of arrears of salary and other benefits of the petitioner could only be calculated under self-financing category.

32. The appointment order of the writ petitioner dated 13.08.1988, does not disclose the quantum of salary. While filing an appeal before the first respondent challenging her termination, the petitioner had stated that a sum of Rs.800/- was paid as part salary from January 1990 to May 1990. The petitioner has not disclosed what was the salary that was agreed upon by the management while she was appointed.



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33.A perusal of G.O.Ms.No.447 Education (D1)Department dated 03.05.1992 reveals that grant-in-aid was extended to the post of Headmistress of the fourth respondent school with effect from 01.06.1991 on the pay scale of Rs.2000-60-2300-75-3200/-. The petitioner having been appointed in August 1988 on a consolidated pay, this Court is of the opinion that a salary of Rs.2500/- per month on consolidated basis under self-financing category would be a reasonable one. Therefore, the fourth respondent is under an obligation to pay salary at the rate of Rs.2500/- per month from August 1990 to September 1996 at the said rate. Therefore, for 74 months, the petitioner would be entitled to a total sum of Rs.1,85,000/-.

34.The calculation memo filed by the management does disclose any reason why the salary for the period between November 2001 to May 2004 has not been calculated. This Court is of the considered opinion that a consolidated salary of Rs.3000/- per month could be fixed for the above said period. Therefore for the period of 31 months at the rate of Rs.3000/- per month, the petitioner would be entitled to a sum of Rs.93,000/- as salary.

35.The calculation memo filed by the management is from June 2004 onwards which indicates that along with DA, HRA, MA, the salary comes to Rs.4270/- per month. The calculation sheet filed by the management shows that the DA is increased in every six months on par with the Government employee and they have calculated the quantum of salary up to May 2009. In



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fact, this Court has already held that the petitioner would be entitled to a salary up to July 2009 when a letter was addressed to the petitioner on 31.07.2009 directing her to join duty.

36.As per calculation memo, the total salary from June 2004 to May 2009 is Rs.2,99,195/-. If June and July 2009 are added, an additional of Rs.11,334/- has to be paid by the management. In total, the arrears of salary between June 2004 to July 2009 would be of Rs.3,10,529/-. From August 2009, the petitioner having rejected the offer to join duty at the consolidated pay of Rs.4,000/-, would not be entitled to any arrears of salary.

37.Since the petitioner having received an offer letter on 31.07.2009 to join duty as a teacher, as per order of the writ Court, has not chosen to do the same voluntarily and therefore, she would not be entitled to receive salary from August 2009 till the date of superannuation. Therefore, in total, the petitioner would be entitled to a sum of Rs.5,88,529/- (Rs.1,85,000/- + Rs.3,10,529/- + Rs.93,000/-) as arrears of salary from the fourth respondent management. The gratuity shall be calculated treating the salary of the petitioner as Rs.5,667/- per month (as per calculation memo of the management) and the same shall be paid to the writ petitioner in addition to the above said salary arrears.



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(D).Conclusion:

38.In view of the above said discussion, this Court passes the following orders:

- a)The order impugned in the writ petition is set aside.
- b)The fourth respondent school management is directed to pay a sum of Rs.5,88,529/- as arrears of salary to the writ petitioner.
- c)The fourth respondent management shall pay gratuity to the writ petitioner treating the salary of the petitioner as Rs.5667/- per month and the same shall also be disbursed.
- d)Both the above said amount shall be disbursed to the writ petitioner within a period of 12 weeks from the date of receipt of a copy of this order.

39.In fine, the writ petition is partly allowed to the extent as stated above. No costs. Consequently, connected miscellaneous petition is closed.

04.03.2026

Internet : Yes/No
Index : Yes/No
NCC : Yes/No



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R.VIJAYAKUMAR, J.

msa

Pre-delivery order made in

W.P.(MD).No.22194 of 2021
and WMP(MD).No.18756 of 2021

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