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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **W.P.(C) 5181/2019**

SHRI SURENDER KUMAR

.....Petitioner

Through: **Mr. Bhuvneshwar Tyagi, Advocate.**

Versus

**MAHARAJA AGARSAIN PUBLIC SCHOOL (RECOGNIZED)
AND ANR.**

.....Respondents

Through: **Mr. Kamal Gupta, MINR Tripti Gupta, Mr. Sparsh Aggarwal, Mr. Siddharth Arora, Advocates for R-1.
Mr. Naushad Ahmed Khan, Ms. Prajna Pandita, Advocates for R-2/DoE.**

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

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04.02.2026

1. The Petitioner asserts that he was appointed as a PGT (Chemistry) with Respondent No. 1 School and joined duties on 04th July, 2011. It is the Petitioner's case that he successfully completed probation and continued in service in the same capacity; however, no formal confirmation letter was issued. In support, he relies upon the staff details for the academic year 2011–2012 prepared by Respondent No. 1, which records his date of joining as 04th July, 2011.

2. The Petitioner states that he was initially paid a salary of INR 16,000/- per month and that his last drawn salary in March 2017 was INR

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23,500/- per month. He contends that the Respondent School was statutorily obliged to pay him in accordance with the pay scales mandated under Section 10 of the Delhi School Education Act, 1973,¹ including implementation of the 6th CPC. As a PGT teacher, he was entitled to the pay scale of INR 9,300-34,800 with grade pay of INR 4,800, along with admissible allowances such as HRA, TA and DA, and thereafter to revised emoluments under the 7th CPC.

3. He alleges that the school did not pay salaries to its teaching and non-teaching staff in accordance with the statutory mandate and that salary payments to him were made in cash. The Petitioner states that he continued to serve the school for more than five years despite the alleged non-compliance.

4. It is further contended that he was unlawfully removed from service in the month of April, 2017 without issuing of any notice. The Petitioner relies on the report of the committee headed by Justice Anil Dev Singh (Retd.), constituted pursuant to directions of this Court to examine complaints relating to fee collection and pay commission compliance by recognized private schools. The committee reported irregularities in implementation of the 6th CPC in several schools, including Respondent No. 1. Based on its interim findings, the Directorate of Education issued an order dated 01st July, 2016 directing the concerned schools to implement the 6th CPC and release arrears.

5. The Petitioner states that he thereafter made representations to Respondents No. 1 and 2 seeking implementation of the prescribed pay scales and payment of arrears in terms of the aforesaid order dated 01st July,

¹ “DSEA”



2016. However, no corrective action was taken. It is therefore argued that the Respondents have violated the Delhi School Education Act and Rules and that a writ of mandamus ought to issue directing payment of arrears and salary in accordance with the statutory pay scales and the DoE order.

6. On the other hand, Respondent No. 1 School contends that the Petitioner's engagement was purely contractual and continued only up to the year 2015, after which he stopped reporting for duty of his own accord. It is asserted that all dues payable to the Petitioner stood settled and that there was no termination of service. According to the school, the Petitioner voluntarily discontinued his engagement and the allegation of oral removal in April 2017 is denied.

7. The school further denies the allegation that salary payments were made only in cash and disputes all allegations of statutory non-compliance. With regard to entitlement under the 6th CPC and the order dated 01st July, 2016, it is contended that since the Petitioner had already ceased to work in 2015, he cannot claim any benefit under the said order. Therefore, no arrears on account of non-implementation of the 6th CPC are payable to the Petitioner.

8. Without prejudice to the above, Respondent No. 1 submits that the petition raises disputed questions of fact, including the nature and duration of employment, cessation of service, and alleged dues, which are not amenable to adjudication in writ jurisdiction.

9. The Court has considered the aforementioned contentions. As regards the Petitioner's appointment, the Court has taken note of memorandum (Annexure R-1/3) issue by the Respondent School which reads as follows:



MEMORANDUM

This has reference to application of Shri/Smt. Suzender Kumar and his/her subsequent interview for employment in our school.

The undersigned is pleased to offer him/her an appointment as a PGT (Chemistry) tutor on the consolidated salary of Rs. 18,000/- per month w.e.f. 9-7-2012 to 31-5-2013 subject to deduction of 10%, as per Income Tax Act, 1961.

This is a contractual appointment and his/her services may be terminated at any time on either side without giving any reason, notice or payment in lieu thereof, even before the expiry of the period mentioned in para 2 above.

He/She shall have no claim whatsoever to regular appointment, seniority, gratuity, pension or any other allowance or benefit admissible to the regular or full time employees of the school.

He/She shall only be allowed proportionate casual leave @ 8 days in a calendar year during the period of contract.

He/She shall report for duty not later than 12-7-2012 failing which this offer will lapse automatically.

He/She is requested to sign this appointment letter as a token of having accepted the terms and conditions of appointment.

Secretary _____

Signature of Applicant/Candidate
S. Kumar
09-7-12

Shri/Smt./Km. Suzender Kumar joined his/her duties as PGT (Chemistry) on 9-7-2012

Vice Principal _____

Signature of Applicant/Candidate
S. Kumar

10. The aforesaid memorandum reflects a consolidated salary of INR 18,000/- per month w.e.f 09th July, 2012 to 31st May, 2013. The Petitioner asserts that his employment continued till April 2017, whereas the Respondent School contends that he stopped reporting for duty in 2015.

11. On the question of continuation of employment, no material has been



placed on record which this Court, in exercise of writ jurisdiction, can accept as proof that the Petitioner remained in service till April 2017. The Petitioner relies only on staff details for the academic year 2011-2012 and salary records from 2012, and no document has been produced to demonstrate continuation of service thereafter. His case rests primarily on the assertion that payments were made in cash, a claim which would necessarily require evidentiary proof that cannot be undertaken in writ proceedings.

12. In view of the above, the issue regarding whether the Petitioner continued in employment till April 2017 therefore raises a crucial disputed question of fact which is not amenable to adjudication under Article 226 of the Constitution. This issue is foundational to the claim for arrears and benefits under the 6th CPC, which presupposes proof of subsisting employment. In the absence of such proof, and bearing in mind that the present petition was instituted on 19th December 2018, the claim would, in any event, be vulnerable on the ground of delay and laches.

13. In these circumstances, this Court is not inclined to entertain the writ petition. It is clarified that the Petitioner shall be at liberty to pursue such other remedies as may be available in law for establishing his claim regarding continuation of employment and consequential dues.

14. It is further clarified that since the petition is not being entertained on the above ground, this Court has not expressed an opinion on the other disputed issues raised by the Respondent School, including the allegations concerning eligibility, the nature of the contractual arrangement, or the circumstances under which the engagement came to an end.

15. Accordingly, the present petition is dismissed along with pending



application(s), if any.

SANJEEV NARULA, J

FEBRUARY 4, 2026/ab