



**HIGH COURT OF JUDICATURE FOR RAJASTHAN BENCH AT
JAIPUR**

S.B. Civil Writ Petition No. 7701/2024

CNR: RJHC020386162024 | URN: CW / 15659U / 2024

Rani Gupta @ Rani Chaudhary W/o Sh. Ganesh Chaudhary, Aged
About 64 Years, R/o A-6, Chatri Yojna, Vaishali Nagar, Ajmer.

-----Petitioner

Versus

1. Management Committee, Maheshwari Public School, (A
Unit Of Mahesh Shikshan Sansthan), Mahesh Path,
Captain Durga Prasad Marg, Vaishali Nagar, Ajmer
Through His Secretary.
2. Director, Secondary Education, Bikaner.

-----Respondents

For Petitioner(s)	:	Mr. Sunil Samdaria with Mr. Arihant Samdaria
For Respondent(s)	:	Mr. Vinod Goyal Mr. Bhavya Kala for Mr. Devansh Sharma, Dy.GC

HON'BLE MR. JUSTICE ANUROOP SINGHI
Order

17/08/2026

1. The present writ petition has been filed being aggrieved by the order dated 16.04.2024 (Annexure-13) passed by the Rajasthan Non-Government Educational Institutions Tribunal, Jaipur, (hereinafter referred to as '**the Tribunal**') vide which though the appeal filed by the petitioner under Section 19 of the Rajasthan Non-Government Educational Institutions Act, 1989, (hereinafter referred to as '**the Act of 1989**') was allowed, thereby holding the termination of the petitioner by the respondent - School, vide order dated 11.02.2015 to be bad in law, however, considering the fact that the petitioner has superannuated and the relief of reinstatement could not be



granted, a lump-sum compensation of Rs.1,00,000/- only was awarded, which was to be paid within one month from the date of passing of the said order.

2. The undisputed facts leading to filing of present petition are that the petitioner was appointed as a Teacher with the respondent - School w.e.f. 05.07.1995 and was thereafter promoted as Lecturer/Post-Graduate Teacher in 'Hindi' w.e.f. 01.07.1998 and was confirmed as Lecturer w.e.f. 01.07.2000. Several documents have been placed on record to substantiate the length and nature of services rendered by the petitioner for around 20 years with the respondent - School.

3. The Managing Committee of the respondent - School, in its meeting held on 28.01.2015, vide resolution No.6, resolved to discontinue the services of the petitioner on the sole ground that there were no students for the subject 'Hindi' which is being taught by the petitioner and thus, the petitioner was served with a notice of three months before her services were terminated.

4. In consequence of the said resolution, a communication dated 11.02.2015 was issued, vide which it was ordered that the services of the petitioner would come to an end w.e.f. 14.05.2015.

5. Aggrieved by the said order, the petitioner filed an appeal before the Tribunal under Section 19 of the Act of 1989, in reply to which, the respondents submitted that the services of the petitioner have been terminated in compliance of Rule 29(2) of the CBSE Bye Laws, which permits termination of the services of a confirmed employee in the event of abolition of a post due to closure of school, a class or reduction in the number of sections of a class or discontinuance of a teaching subject, by giving three month notice in writing or three months salary, including all the allowances.



6. The Tribunal while considering the entire facts placed before it, arrived at a categorical finding that the termination of the services of the petitioner has neither been done in compliance of Rule 29(2) nor in compliance of provisions of Section 18 of the Act of 1989 and therefore, the said termination is bad in law. However, considering the fact that the petitioner has already reached the age of superannuation, and she has not rendered any service from the date of her impugned termination till the date of her superannuation, the Tribunal awarded the compensation of Rs.1,00,000/- only to be paid to the petitioner within a period of one month from the date of the order of Tribunal.

7. While the present writ petition has been filed by the petitioner challenging the order of the Tribunal to the extent of award of compensation of Rs.1,00,000/- only, no writ petition has been filed by the respondent - School challenging the declaration of termination of the petitioner to be bad in law and thus, the order of the Tribunal to the extent of holding the termination to be bad in law has attained finality.

8. Mr. Sunil Samdaria along with Mr. Arihant Samdaria, learned counsel for the petitioner, at the very outset, submits that once the Tribunal has categorically arrived at a finding that the termination of the services of the petitioner was bad in law, the only consequence to follow was that the petitioner should have been held entitled to the entire salary and benefits which she would have been entitled to if no such order of termination would have been passed and not granting benefits equivalent to the said benefits would virtually allow the respondent to take advantage of their own fault and would amount to legitimizing an illegal act of the respondent - School.



9. Learned counsel submits that the petitioner was a Post-Graduate Teacher and has rendered services for around 20 years to the respondent - School and the termination of the petitioner was not on account of any misconduct and thus, all these factors should have been considered by the Tribunal while determining the due amount to be paid to the petitioner, which, once the termination itself was held to be bad, was her right.

10. Learned counsel further submits that during the entire period after termination and till the date of the petitioner attaining the age of superannuation, the petitioner was not gainfully employed, which is not even the case of respondents as well. Learned counsel on a specific query being raised by the Court submits that the salary of the petitioner at the time of her termination was approximately Rs.50,000/- per month.

11. Learned counsel in support of his submissions has placed reliance upon following judgments of Hon'ble Supreme Court:

1. **Deepali Gundu Surwase Versus Kranti Junior Adhyapak Mahavidyalaya (D.ED.) & Ors.** reported in **(2013) 10 SCC 324.**

2. **Kailash Singh Versus Managing Committee, Mayo College, Ajmer & Ors.** reported in **(2018) 18 SCC 216.**

12. Learned counsel has also placed reliance upon the judgment dated 04.02.2023 passed by a co-ordinate Bench of this Court in **S.B. Civil Writ Petition No.7913/2005** titled as **Mayo College General Council & Anr. Versus Smt. Pushpa Sisodiya & Ors.**

13. Seeking guidance from the above referred judgments, the learned counsel for the petitioner submits that the amount of Rs.1,00,000/- only, which has been granted by the Tribunal, is virtually penalising the petitioner who has rendered unblemished services for around 20 years and thus, the respondent - School



deserves to be directed to pay the entire salary for the period from the date of her termination till the date of her superannuation, based on her last drawn salary.

14. In repudiation, Mr. Vinod Goyal, learned counsel for respondent - School submits that the writ petition lacks merits as despite the petitioner not having performed any work with the respondent - School, she has been awarded a compensation of Rs.1,00,000/-, which is justifiable.

15. Learned counsel submits that the petitioner's termination was just and proper as there were no students in the School for the subject - Hindi, however, as the order passed by the Tribunal has not been challenged by the respondent - School, learned counsel has restricted his arguments only to the extent that the compensation has been rightly awarded and the same was also duly offered by the respondent - School to the petitioner, which the petitioner refused for reasons best known to her.

16. Learned counsel further submits that quashing of every termination would not lead to an automatic payment of all the dues from the date of termination till the date of reinstatement or in case where the employee has attained the age of superannuation, till the date of superannuation, as the case may be and in support of the said submission, he places reliance upon following judgments passed by the Hon'ble Supreme Court:

1. Jagbir Singh vs Haryana State Agriculture Marketing Board & Anr. reported in **(2009) 15 SCC 327;**

2. Metropolitan Transport Corporation v. V. Venkatesan reported in **(2009) 9 SCC 601;**

3. Novartis India Ltd. v. State of West Bengal & Ors. reported in **(2009) 3 SCC 124;**



4. **Depot Manager, A.P.S.R.T.C. v. P. Jayaram Reddy** reported in **(2009) 2 SCC 681; and**

5. **U.P. State Brassware Corporation Ltd. & Anr. v. Uday Narain Pandey** reported in **(2006) 1 SCC 479.**

17. Thus, learned counsel for the respondent - School prays that the present writ petition be dismissed.

18. Mr. Bhavya Kala, learned counsel, appearing on behalf of Mr. Devansh Sharma, learned Dy.GC for respondent No.2, submits that the impugned order passed by the Tribunal is just and proper and no interference is called for.

19. Heard learned counsel for the parties and perused the record.

20. The reason for terminating the services of the petitioner, who is a Post-Graduate Teacher and has rendered services for around 20 years with the respondent - School is, that there were no students for the subject 'Hindi', which cannot by itself constitute a valid ground for termination of her services, which has also been so held by the Tribunal vide the impugned order dated 16.04.2024, however, having held so, it was equally incumbent upon the Tribunal to determine the dues payable to the petitioner, which would have met the minimum respectable yard-stick, not only in monetary terms, but also to pay back the respect and honor which the petitioner would have earned, if she would have rendered the services for the entire period.

21. It is a settled position of law that no one can be permitted to take benefit of its own fault. Once the Tribunal has arrived at a categorical finding that the termination was bad in law, under no circumstances, the quantification of amount to be paid to the petitioner could have been such which would have kept the



respondents in a win-win position and left the petitioner high and dry and is shockingly disproportionate.

22. In the present case, the services of the petitioner were terminated w.e.f. 14.05.2015 and the date of superannuation was 31.12.2020 and thus, the period between the date of termination and the date of superannuation spans more than sixty-seven months. The last pay drawn by the petitioner, as stated before this Court, was approximately Rs.50,000/- per month.

23. A simple mathematical computation, by applying the aforesaid last drawn salary to the interregnum period, would result in a figure of approximately Rs.33,50,000/-. However, the aforesaid figure cannot by itself be treated as the determinative basis for awarding compensation, particularly in view of the principles laid down by the Hon'ble Supreme Court in **Kailash Singh (supra)**. It is also relevant to take into consideration that the petitioner was a Post-Graduate Teacher of subject - Hindi and had rendered services for around 20 years to the respondent – School.

24. It is also a matter of record that her services were not terminated on account of any misconduct on her part and also nothing has been placed on record to establish that she was gainfully employed during the interregnum period.

25. The Hon'ble Supreme Court in the case of **Deepali Gundu Surwase (Supra)** has held that where the termination of service is found to be illegal and wrongful, reinstatement with continuity of service and back wages is ordinarily the normal rule, subject to the facts and circumstances of each case. The Court has also held that where the employee pleads that he/she was not gainfully employed during the intervening period, the employer, if it seeks to avoid payment of full back wages, is required to plead and



prove that the employee was gainfully employed during such period.

26. In the case of ***Kailash Singh (supra)***, the Hon'ble Supreme Court while considering the question of compensation payable on account of wrongful termination, has held that the compensation awarded should neither be 'measly' nor a 'bonanza' and that the amount of compensation is required to be determined having regard to aggravating and mitigating circumstances of the case.

27. In ***Mayo College General Council (supra)***, a co-ordinate Bench of this Court while considering the question of compensation arising out of illegal termination, relied upon the principles laid down by the Hon'ble Supreme Court in ***Kailash Singh (supra)***, and having regard to the facts and circumstances of the case, including the nature of employment and the attendant circumstances, determined the lump-sum compensation payable to the employee.

28. Further, in ***S.B. Civil Writ Petition No. 5849/2001*** titled as ***Managing Committee, Maheshwari Public School v. Vijay Prakash Soni and Ors***, another co-ordinate Bench of this Court, while considering the validity of termination under the provisions of the Act of 1989 and the consequential relief to be granted upon such termination being held illegal, held that reinstatement is not an automatic remedy and considering the facts and circumstances of the case, including the considerable passage of time, the age of the employee, the duration of service and his gainful employment elsewhere, awarded lump-sum monetary compensation in lieu of reinstatement.

29. Also, on consideration of all the judgments relied upon by the learned counsel for respondent - School, it is evident that they are with respect to cases arising out of award passed under the



Industrial Disputes Act, 1947, where the question of grant of back wages was considered in the facts and circumstances peculiar to those cases, which admittedly is not the case of the petitioner, and thus, the said judgments relied upon by the learned counsel for the respondent(s) render no assistance to the respondents.

30. Thus, taking guidance from the principles laid down by the Hon'ble Supreme Court in the cases of **Deepali Gundu Surwase (supra)** and **Kailash Singh (supra)**, and also from the judgments passed by a co-ordinate Bench of this Court in **Mayo College General Council (supra)** and in **Managing Committee, Maheshwari Public School (supra)**, and having regard to the facts and circumstances of the present case, more particularly, the fact that:

- the petitioner was working as a Post-Graduate Teacher;
- she was a permanent employee of the respondent-School;
- she had rendered unblemished services for around 20 years to the respondent-School;
- her services were not terminated on account of any misconduct on her part;
- she was not gainfully employed after her termination till the date of her attaining the age of superannuation; and
- the finding of the Tribunal holding the termination of the petitioner to be bad in law was not assailed by the respondent-School and thus, has attained finality,

and further keeping in view the mathematical calculation of the minimum emoluments which the petitioner would have earned during the interregnum period, this Court is of the considered view that the compensation of Rs.1,00,000/- awarded by the Tribunal is shockingly disproportionate, and it would be just and proper to direct the respondent-School to make a lump-sum payment of



Rs.20,00,000/- to the petitioner, within a period of two months from the date of receipt of the certified copy of this order.

31. Consequently, the order dated 16.04.2024 (Annexure-13) passed by the Tribunal is modified to the aforesaid extent and the compensation payable to the petitioner is determined as Rs.20,00,000/- only.

32. In the event, the respondent - School fails to make payment of the said amount, the petitioner shall be entitled to recover the amount along with interest @ 9% per annum on the said amount, from the date of passing of this order.

33. Accordingly, the present writ petition along with pending application(s), if any, stand disposed of.

(ANUROOP SINGHI),J

64/DIPESH CHAYAL