

**DELHI SCHOOL TRIBUNAL**  
PATRACHAR VIDYALAYA COMPLEX  
LUCKNOW ROAD, TIMARPUR, DELHI- 110 054

**Appeal Nos.43/2018 & 44/ 2018**

**IN THE MATTER OF:**

1. MS.KOMAL PAWAR  
D/O JUGBEER SINGH  
R/O 162, DABRI VILLAGE  
NEAR SOLANKI CHOWK  
NEW DELHI – 110045
  
2. MS. DAPINDER KAUR  
D/O JASPAL SINGH,  
R/O 31/12 FIRST FLOOR,  
PANT NAGAR, JANGPURA EXTENSION,  
NEW DELHI-110014.  
THROUGH : SH. ANUJ AGGARWAL, ADVOCATE

**APPELLANTS**

VERSUS

1. DAV PUBLIC SCHOOL  
THROUGH ITS MANAGER  
MASJID MOTH  
NEW DELHI - 110049  
THROUGH : MS. SONA BABBAR, ADVOCATE
  
2. DAV COLLEGE TRUST &  
MANAGEMENT SOCIETY  
THROUGH ITS PRESIDENT  
CHITRA GUPTA ROAD  
NEW DELHI 110055
  
3. DIRECTORATE OF EDUCATION  
DIRECTOR OF EDUCATION  
GOVT. OF NCT OF DELHI  
OLD SECRETARIAT BUILDING  
CIVIL LINES, DELHI – 110054.  
THROUGH : SH. WARIS ALI, ADVOCATE

**RESPONDENTS**

**APPEAL UNDER SECTION 8 (3) OF THE DELHI SCHOOL  
EDUCATION ACT, 1973.**

**Dated: 28.02.2019**



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1. Vide this common order I shall dispose of two appeals as the common questions of law and facts are involved in both these appeals and Respondents are also same in these appeals.
2. Vide the instant appeals, the Appellants have assailed the oral impugned dated 02.07.2018 refusal/ denial of duty w.e.f. 2018 by the Respondent School.
3. Both the Appellants were appointed as contractual primary teacher (PRT) in month of July, 2014.
4. This Tribunal has carefully considered all the arguments raised on behalf of both the parties and have gone through the records.
5. The sum and substance of the arguments is that having regard to the contentions raised by both the parties, the case set up by the Appellants are that on 02.07.2018 i.e. after the summer vacation when the school reopened, Appellants were verbally informed by the Respondent School that their services no longer required and stood terminated whereas the case of the Respondent school is that Appellants were appointed on temporary basis and the Appellants have willingly abandoned the services of the school.



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6. The Respondent School in its counter affidavit has stated in para 6 & 7 are as under:

"6. .... However, in spite of the same, the answering respondents called the appellant to discuss the issues and negotiate a settlement on 28.07.2018 and 09.08.2018. On 14.08.2018, a letter of appointment was issued in favour of the appellant thereby confirming her to the post of PRT in the pay scale of Rs. 9300-34800-4200. The appellant was assured that she would be paid her maternity dues and would be reappointed to the post of PRT on the same terms and conditions as applicable to other regular teachers. She was also assured that she would be paid salary and other allowances as were being paid to the regular teachers of answering respondent No.1 school w.e.f. 09.08.2018 towards the full and final settlement of the alleged disputes, demands and claims including those of wages, payment towards house rent, travel allowance etc. The appellant was also requested to fill up her proforma for claim of maternity dues however, the appellant refused to sign the settlement and did not report for duty on 10.08.2018. On 16.08.2018, the answering respondent addressed a letter to the appellant to enquire whether the appellant was interested in accepting the offer and working in answering respondent school. She was also requested to confirm her acceptance in writing. On 27.08.2018, the appellant visited the answering respondent No.1 and stated that she was willing to accept the offer of appointment but refused to sign the mutual settlement or give anything in writing. Instead, she served a notice of the present appeal to the answering respondents along with a letter falsely accusing the answering respondent of terminating the services of the appellant and not permitting her to join the answering respondent school. It is submitted that the answering respondents made sincere efforts to pacify the appellant by acceding to her demands along with safeguarding the interest of the rest of the regular staff of the answering respondent.

7. In any even any without prejudice to the aforesaid, it is submitted that the answering respondents have already issued a letter of appointment dated 14.08.2018 thereby confirming the appellant to the post of PRT w.e.f. 09.08.2016, however the appellant has refused to accept it. Therefore, the present appeal is liable to be dismissed."



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7. In the reply of Respondent No. 1 & 2 have specifically admitted that both the Appellants were confirmed on the post of PRT w.e.f. 09.08.2016.
8. Certainly the Appellants were confirmed employees of the Respondent School. According to the Appellants, they were terminated vide oral order dated 02.07.2018. However, according to Respondent School, Appellants had stopped coming to the School. In any case, in view of law laid down by Hon'ble Supreme Court in Shashi Gaur Vs. NCT of Delhi (2001)10 SCC 445, the case of Appellants falls in the category of "otherwise termination". It is well settled legal proposition that no confirmed employee can be terminated without following the provisions of Rule 118 & 120 of DSEAR, 1973. It is apparent in this case the Appellants were terminated without following the provisions of Rule 118 & 120 of DSEAR, therefore, their alleged oral termination order dated 02.07.2018 is illegal and arbitrary, hence the same is set aside. Even otherwise, Respondent No.1 and 2 vide letter dated 14.08.2018 admitted that both the appellants were confirmed employees. In these circumstances, R-1 & R-2 are directed to reinstate the Appellants within a period of four weeks from today. Appellants will be entitled for



full wages from the date of this order onwards  
alongwith all the consequential benefits.

9. With respect to the back wages, in view of Rule 121 of Delhi School Education Act and Rules 1973, the Appellant is directed to make exhaustive representation to the R-1 & R-2 within a period of 4 weeks from the date of this order, as to how and in what manner the Appellant will be entitled to complete wages. The Respondent No.1 & 2 are directed to decide the representation given by the Appellant within 4 weeks of receiving the same by a speaking order and to communicate the order alongwith the copy of the same to the Appellant. Order accordingly.
10. A copy of this order be placed on the file of appeal no. 44/2018.

  
(V K MAHESHWARI)  
PRESIDING OFFICER  
DELHI SCHOOL TRIBUNAL

PLACE: DELHI  
DATED: 28.02.2019



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