



Serial No. 01
Supplementary List

HIGH COURT OF MEGHALAYA
AT SHILLONG

WP(C) No. 141 of 2019

Date of Decision: 24.06.2025

Smti. Masuami Paul Choudhury,
C/o (L) N. K Dhar
DHAR VILLA, Kenches' Trace
Shillong-4

....Petitioner

- Versus-

4. The Management Committee of Hill View Secondary School,
Represented by its Chairman & Secretary,
Assam Regimental Centre, Happy Valley
Shillong-7, Meghalaya
5. The Principal,
Hill View Secondary School,
Happy Valley, Shillong-7, Meghalaya
6. The Union of India,
Represented by the Secretary,
Ministry of Defence, Raksha Bhawan,
New Delhi.
7. The Assam Regimental Centre,
Represented by the Commandant,
The Assam Regimental Centre,
Happy Valley, Shillong,
8. The Deputy Commandant,
The Assam Regimental Centre,
Happy Valley, Shillong.

.....Respondents



Coram:

Hon'ble Mr. Justice W. Diengdoh, Judge

Appearance:

For the Petitioner/Appellant(s) : Mr. H.L. Shangreiso, Sr. Adv. with
Mr. T. Dkhar, Adv.

For the Respondent(s) : Mr. R. Debnath, CGC (For R 6-8)

i) Whether approved for reporting in Law journals etc.: Yes/No

ii) Whether approved for publication in press: Yes/No

JUDGMENT

1. The petitioners herein were appointed as Assistant Teachers of the Hill View High School, Assam Rifle Regimental Centre, Happy Valley, Shillong which received adhoc grant from the Government of Meghalaya and was thus included as one of the adhoc secondary school in the State, changing its name to Hill View Secondary School.

2. It may be mentioned that initially this petition was preferred by three petitioners who are teachers of the said HVSS. The petitioner No. 1, Shri Arvind Kumar Pathak was appointed on 07.04.1993 as Asst. Teacher (Hindi), the petitioner No. 2, Smti Mausami Paul Choudhury was appointed on 18.02.1991 as Asst. Teacher (Social Science) and petitioner No. 3, Smti Indrani Dutta was appointed on 21.08.1989 as Asst. Teacher (Social Science).

3. It is the petitioners' case that after serving in the school as permanent teachers for nearly 15 or 20 years, the school authorities tried



to reduce their permanent stature into one of a contractual one by issuing related statement published in the newspaper ‘Shillong Times’ on 25.12.2003.

4. Being aggrieved by such publication, the petitioners along with 15 other teachers approached this Court (the then Gauhati High Court, Shillong Bench) with a petition being WP(C) 181(SH) of 2004 and this Court vide order dated 26.08.2009 disposed of the same by directing the school authorities not to disturb the service of the petitioners therein without notice to them following due procedure.

5. The school management then allowed the petitioners to continue in their services as Asstt. Teachers without changing the service conditions. However, after ten years or so, the school authorities/Managing Committee issued the impugned communication dated 14.02.2019 whereby the services of the petitioners were treated as contractual and the same was deemed to have expired on 01.12.2004 for petitioner No. 1, 01.12.2002 for petitioner No. 2 and 01.12.2003 for petitioner No. 3. By the same letter dated 14.02.2019, the petitioners were called upon to appear for an interview for the purpose of regularisation of their services, respectively.

6. The petitioners then forwarded a copy of this Court’s order dated 26.08.2009(supra) but the school authorities paid no heed to it and instead issued show cause notice dated 26.03.2019 calling upon them to appear before the Board of Officers for the interview, failing which their services will be terminated.



7. Eventually, the petitioners have submitted their individual reply to the said show cause notice on 12.04.2019 reiterating that their services is permanent in nature since nothing was communicated to them that the same is contractual, even in the appointment letter. The order dated 26.08.2009 of this Court was also referred to indicate that the school authorities cannot overlook the directions therein.

8. Again, the school authorities rejected the said reply to the show cause notice and has informed the petitioners that the performance appraisal exercise for validation of the services of the teachers is mandated by the Standing Operating Procedure (SOP) framed by the school. In this connection, a second show cause notice was issued vide communication dated 30.04.2019 and the petitioners were called upon to respond by 03.05.2019.

9. The petitioners terming the action of the school management as illegal and arbitrary has, therefore, approached this Court with this instant writ petition with a prayer to set aside and quash the impugned communication dated 14.02.2019 and the show cause notice dated 30.04.2019 apart from a direction that the services of the petitioners is not to be disturbed.

10. Mr. H.L. Shangreiso, learned Sr. counsel for the petitioners along with Mr. T. Dkhar, learned counsel, at the outset has submitted that when this petition was filed, there were three petitioners however, in course of these proceedings the services of two of them has since ceased on superannuation and accordingly, appropriate prayer was made before this Court to delete their names from these records. Accordingly, vide order



dated 22.08.2024 the name of the petitioner No. 3, Smti. Indrani Dutta was deleted and similarly, vide order dated 28.04.2025 the name of petitioner No. 1, Shri. Arvind Kumar Pathak was also deleted. Only the petitioner No. 2, that is, Smti. Mousami Paul Choudhary remains. As such, this petition may be taken to have been pursued by the said petitioner No. 2 only.

11. Coming to the merits of the case, the learned Sr. counsel has submitted that on the petitioner being duly appointed vide related communication dated 18.02.1991 her status has been indicated as a temporary teacher on three months' probation. However, vide a public notice issued through newspaper (Shillong Times) dated 25.12.2003 the petitioner among others were called upon by the school authorities to collect their fresh contract of appointment.

12. Being aggrieved by such publication, the petitioner along with others had approached this Court by filing WP(C) No. 181 (SH) 2004 and this Court vide order dated 26.08.2009 had directed the school authorities/Managing Committee not to alter the service conditions of the petitioners without first putting them to notice.

13. However, the school authorities vide the impugned communication dated 14.02.2019 has conveyed to the petitioner that her contract has expired in the year 2004 and for issuance of a fresh contract in order to regularise her services she is to appear for a fresh interview slated to be held on 16.02.2019, failing which, her appointment will be treated as invalid.



14. The learned Sr. counsel has reiterated that on being issued show cause as to why the petitioner did not appear on the date of interview, she had replied that her appointment vide letter dated 08.02.1991 has conferred permanent stature to her service even after having completed the three months' probation period, as such, her services cannot be termed as a contractual one. Even otherwise, the issue of her services being contractual in nature has been decided by this Court vide order dated 26.03.2019 (supra), as such, the impugned communication dated 14.02.2019 is legally not tenable.

15. Again, this Court vide the said order dated 26.08.2009 (supra) had directed the school authorities to issue prior notice to the petitioner if her service condition is to be altered, the reliance of the school authorities on the said Standard Operative Procedure (SOP) cannot be taken into account since no copy of the said SOP was ever provided to the petitioner.

16. The tone and tenor of the show cause notice No. 02 dated 30.04.2019 has clearly indicated that the failure of the petitioner to appear for the interview will be construed as her unwillingness to continue and will thereby result in termination of her service. In the light of the attending factors as has been pointed out hereinabove, the learned Sr. counsel submits that such contemplated action on the part of the school authorities smacks of illegality and arbitrary action which may not be condoned by this Court and as such, the impugned communications referred to are liable to be set aside and quashed.

17. Mr. R. Debnath, learned CGC is present in court but has submitted that he is not holding the brief for the respondents Nos. 4 & 5



Managing Committee. As the Central Government Counsel, he is representing only respondent Nos. 6, 7 and 8, the Union of India, represented by the Secretary, Ministry of Defence and the Assam Regimental Centre. However, the learned CGC has maintained that these respondents have no part in this dispute, the same being between the School Management and the Teachers as such, no argument was advanced by him in this case. This Court vide order dated 02.06.2025 has, therefore, proceeded ex parte against the respondent Nos. 4 & 5, respectively.

18. From the materials available on record, including the contents of this writ petition, what can be understood is that the petitioner on receipt of communication dated 12.02.2019, the language of the same is couched in a manner to give the impression that firstly, the service of the petitioner as a teacher of the Hill View Secondary School (HVSS), Shillong is a contractual one since expired in the month of December, 2004 and secondly, that an interview was fixed by the authorities in order to regularise their services, as such, her service is in danger of termination in spite of having taught in the said school for about 20 years. Hence this petition.

19. In the first instance, the nature and character of the employment of the petitioner is required to be determined. It is the contention of the petitioner that her services as a teacher of the school (HVSS) is permanent since she was initially appointed in the year 1991 in a temporary capacity with probation period of 3(three) months. However, having served the school as teacher for more than 20(twenty) years, she has, therefore, claimed that her status is now as a permanent teacher.



20. On the other hand, the respondent/Managing Committee vide the impugned communication dated 14.02.2019 has termed the employment of the petitioner as a contractual one since the wordings at para 1 of such letter reads thus “...*that contract period of the contract had expired in 2004. Fresh contract has not been given by management of HVSS thereafter...*”. This is contrary to what has been stated by this respondent in the affidavit-in-opposition dated 03.10.2019 sworn by the Secretary, Hill View Secondary School, Assam Regimental Centre wherein at para 9 of the same it has been categorically stated that the petitioner was appointed as temporary primary teacher in the year 1991 and that this appointment is only for 1(one) year after completion of probation and further that the appointment being temporary can be terminated at a month’s notice by either party.

21. Logically speaking, temporary appointment would refer to a situation where there is a vacant post available but not being filled up permanently, as such, so as not to disturb the process, temporary appointment is made for the time being. Contract appointment is usually made with a definite timeline, say for example, for a period of 1(one) month or 6(six) months or 1(one) year and if not renewed, the same stands terminated on the expiry of such period.

22. Since the nature of initial appointment of the petitioner is said to be that of a temporary nature, therefore the School Management cannot later say that the same is contractual in nature. On this score, the impugned communication dated 14.02.2019 is found to be defective vis-à-vis the character of the petitioner’s employment which carries the impression that



her appointment was that of a contractual teacher. This has also been asserted by the respondent/Managing Committee in the said affidavit-in-opposition wherein at para 20 is found this statement “...it is stated that the service of petitioners were always contractual and with recommendation by the Board of Officers after validation of these employees will get further employment as per rules of the school applicable all employees of Secondary Section. The Management Committee has given contracts to all the teacher of HVSS and same rules will be applicable to these employees...” Though such stipulation is found at Section 4.10 of the SOP, providing for contract for a period of one academic session there is no indication that the said SOP was made known to the petitioner. However, even the assertion of the petitioner that her employment has become permanent, there is nothing on record to confirm such claim.

23. It is perhaps because of such stipulation in the SOP that the School Management Committee has issued a similar notification published in the Shillong Times on 25.12.2003, which reads as “*To all teachers of Hill View Secondary School, to please collect their pay on 31st Dec, 2003 between 9 am to 1 pm along with the fresh contract of appointment, failing which it will be deemed that you are not interested and will have no more claim to your service in the School. Secretary, Managing Committee, Hill View Secondary School.*” the same being the consideration for this Court to have passed the order dated 26.08.2009 in WP(C) 181 (SH) of 2004 (supra).



24. It may not be out of place to also reproduce the communication dated 14.02.2019 which reads as follows:

“BY HAND

Hill View Secondary School
C/o Assam Regimental Centre
Happy Valley, Shillong-7

Case File No : 151/HVSS/PRI

14 Feb 2019

Mr. Arvind Kumar Pathak

APPOINTMENT OF TEACHERS

1. This is to bring to your notice that contract period of your contract had expired in 2004. Fresh contract has not been given by management of HVSS thereafter. In view of the above, fresh interviews have been called on 16 Feb 2019 in order to regularize the services of the existing teachers whose contract has expired.
2. Vide circular Number 18 and 11 Sep 2018, you have been asked to deposit service documents alongwith appointment letter, which is not received by management till date.
3. In view of the above, you are intimated that if you fail to produced appointment letters stating appointment as regular teacher, you will be treated as contractual teacher. Interviews will be conducting on 16 Feb 2019 at HVS at 0930 hrs for regularizing your services, failing which your appointment in HVSS will be treated as invalid.

(Geeta Mahadik)

Major
Secretary
for Patron”

25. On comparison, it would appear that the context of the two communications dated 25.12.2003 and the one dated 14.02.2019 refers to



the same subject matter, that is, renewal of contract of the teachers of HVSS.

26. Since this issue has been dealt with by this Court in WP(C) 181 (SH) of 2004 vide order dated 26.08.2009, the relevant portion of the judgment reading as follows:

“6. ...I disposed of the writ petition providing that the respondent Managing Committee shall not alter the service conditions of the petitioners without first putting them to notice. In other words, the petitioners will continue to be governed by the prevailing service conditions and in case of any necessity to alter the same, the Managing Committee will do so by following the due procedure.”

27. This Court being bound by such ruling which has since attained finality, the same ratio can also be suitably applied to the case of the parties herein.

28. Accordingly, the impugned communication dated 14.02.2019 as well as the show cause notice dated 30.04.2019 are hereby set aside and quashed. The service of the petitioner is not to be dispensed with at this juncture but it is left open to the respondent/Managing Committee to comply with the policies of the school as far as employment of teachers is concerned, however by following due procedure.

29. In the event, this writ petition is hereby disposed of. No cost.

Judge