

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 2549 OF 2018

DIST. SOLAPUR

Vijaykumar Bhagwan Pawar & Ors-----PETITIONER

VERSUS

The State of Maharashtra, etc. 3-----RESPONDENTS

CONSENT TERMS

By consent of the Petitioners and the Respondent - Management i.e. Rayat Shikshan Sanstha, Satara, the aforesaid Writ Petition, alongwith Writ Petitions mentioned in the lists annexed to this Consent Terms, are disposed of on the following terms :-

1. The Respondent - Management agrees and undertakes to reinstate the Petitioners in these Writ Petitions [who were working as Assistant Teachers in the Schools of the Respondent - Management on temporary basis and on Clock Hour Basis], and / or who were discontinued from service after filing the present Writ Petitions. The Petitioners will be reinstated in

their respective posts / Schools where they were working prior to such discontinuation, or any other School of the Respondent - Management where the posts commensurate with the educational qualifications of the Petitioners, are available. The Petitioners agree and undertake to join such post / School where they would be reinstated by the Respondent - Management without insisting for any particular School.

2. The reinstatement of the Petitioners, however, shall be on such same terms and conditions on which they were appointed and working prior to their discontinuation. The Petitioners agree and undertake not to claim any amount of back-wages from the Respondent - Management from the date of their discontinuation till the date of their reinstatement in service as per these Consent Terms. The Respondent - Management agrees and undertakes to reinstate the Petitioners in the available posts / Schools, within a period of 4 months. However the Respondent - Management agrees and undertakes to treat the Petitioners as in continuous service, without any break for the purposes of seniority only. The reinstatement of the Petitioners shall be on the basis of the availability of the

subject-wise post and the seniority of the concerned Petitioner in that subject-wise category for the purpose of reinstatement only.

3. After the Petitioners would be reinstated as mentioned hereinabove, the Respondent - Management shall prepare a combined list of all the Petitioners, working on temporary and Clock Hour Basis. The said combined seniority list shall also include the names of other Teachers, who have not filed similar Writ Petitions in this Hon'ble Court against the Management, but who were in service under the Respondent - Management till the Academic Year 2016-2017. The seniority of the Petitioners shall be on the basis of the date of their initial appointment under the Respondent - Management. Such a seniority list shall be prepared by the Respondent - Management within a period of 6 weeks from today and thereafter the same shall be published on the website of the Management and it shall also be circulated amongst all the Petitioners for verification and confirmation, and the Petitioners shall sign the said combined seniority list in token of having accepted the same within a period of 15 days.

After the Petitioners would be reinstated as mentioned hereinabove, the Respondent No.3 shall prepare a combined seniority list from A.Y.1990 to A.Y. 2016-2017 of all the Petitioners as well as of those Teachers who have not filed the Writ Petitions, but who were actually in service in the A.Y. 2016-2017.

4. The Respondent – Management shall utilize / operate the aforesaid combined seniority list for the purposes of making appointments of the Petitioners and other Teachers on the permanent posts, as and when the permanent vacancy would become available in the Schools / Junior Colleges of the Respondent - Management. However the same shall be subject to the condition of concerned Teachers included in the said combined seniority list showing their readiness and willingness and giving Undertaking that they are ready to join any School / Junior College of the Respondent - Management where he shall be posted, and he shall not insist for a particular place or post, with further compliance with regard to the educational qualifications required for the said post, but being granted the age relaxation required for the said post.

5. After finalization of the combined seniority list as mentioned hereinabove, the Respondent - Management agrees and undertakes to submit the proposals of the Petitioners to the Education Officer / Deputy Director of Education, as the case may be, within a period of 4 weeks from the date of finalization of the combined seniority list, and seek approval to the appointment of all the Petitioners and Assistant Teachers on temporary basis, or Clock Hour Basis, as the case may be, from the date of initial appointment of each Petitioner as mentioned in the Chart annexed at EXHIBIT-A to each Writ Petition.

6. After receipt of the proposals from the Respondent - Management, as mentioned hereinabove, the Education Officer / Deputy Director of Education, as the case may be shall scrutinize such proposals in accordance with law and grant approval to the appointment of the Petitioners, within a period of 6 weeks from the receipt of the respective proposals. In the event of the Education Officer / Deputy Director of Education, as the case may be, declining to grant approval to Teachers as mentioned herein, the concerned Teacher will neither claim any

financial benefits against the Respondent - Management nor they will claim any right in the posts they were working, however the aggrieved Teacher shall be at liberty to challenge the said order of non-approval by filing appropriate proceedings against the State Government and its officers in the School Education Department, wherein the Respondent - Management would be impleaded being the employer as a formal party and for a consequential direction to implement the order of approval which may be granted in the event of the Writ Petition being allowed.

7. After receipt of the order from the Education Officer / Deputy Director of Education, as the case may be, granting approval to the appointment of the Petitioners as mentioned hereinabove, the Respondent - Management agrees and undertakes to transfer such approved Petitioners working on un-aided posts to the posts of Full Time Assistant Teachers sanctioned on aided basis, as per their seniority and subject to availability of the vacant posts of their respective subject, in any of the Schools / Junior Colleges of the Respondent - Management. As the appointments of all the Petitioners are

made prior to the year 2017, it is clarified that the Government Resolutions dated 23.6.2017 and 20.6.2018 issued by the Respondent No. 1 in respect of appointment of Teachers through Pavitra Portal, shall not be applicable to the Petitioners, more particularly in view of the order passed by the Hon'ble Bombay High Court [Coram : R.D. Dhanuka & Riyaz I. Chagla JJ] in Writ Petition Nos. 10516 of 2018 and 10520 of 2018, on 9.7.2021, against the Respondent - Management itself. Similarly, considering that the appointments of the Petitioners have been made prior to the year 2017, the provisions regarding the passing of Teachers Eligibility Test and the Aptitude Test shall not apply to the Petitioners.

8. The Petitioners agree that they will continue to work as Assistant Teachers on temporary basis or on Clock Hour Basis, as the case may be, on payment of remuneration that would be made by the Respondent - Management and they will not claim payment of salary in pay scale from the Respondent - Management till they are transferred to aided posts, and the approval to such transfer is granted by the Respondent No. 2 and thereafter the salary grant is released by the State

Government for payment in respect of such aided posts. The Petitioners also agree and undertake not to claim any amount towards back-wages from the Respondent - Management, for salary as per pay scale, from the date of their initial appointment till the date the approval is granted to their transfer on aided posts. The Petitioners have, therefore, executed individual Affidavit / Undertaking in that behalf, in favour of the Respondent - Management giving up such monetary claim.

9. The concerned Petitioner will be entitled to get the pay scale w.e.f. the date on which the approval would be granted to their appointment by the Education Officer / Deputy Director of Education, as the case may be. It is agreed and understood between the Petitioners and the Respondent - Management that if the present tenure of appointment of the Petitioners would come to an end prior to they being absorbed on aided post in accordance with the aforesaid terms, in that event the services of the Petitioners shall be continued on the same terms and conditions on which they have been appointed, until they are absorbed on aided posts as per the aforesaid terms. It is further agreed and understood between the Petitioners and the

Respondent - Management that the Petitioners shall not be entitled to any salary or monetary compensation from the Respondent - Management, except the amount of remuneration on which they would be appointed, either on temporary basis or on Clock Hour Basis, during the period prior to their absorption on aided posts as per the aforesaid terms.

10. The Petitioners as well as the Respondent - Management have agreed that the Petitioners shall be continued in service on the same terms and conditions on which they have been appointed, until they are transferred to aided posts, in terms of the aforesaid Clauses.

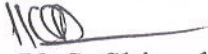
11. The Petitioners agree and undertake to withdraw unconditionally, the Appeal and / or application for condonation of delay in filing the Appeals, filed by the Petitioners before the School Tribunals at Pune / Solapur / Kolhapur / Nashik, as the case may be immediately after the Petitioners would be reinstated in service by the Respondent - Management, as provided in Clause 1 hereinabove.

12. These Consent Terms are signed by the respective Petitioners, as per the list of each Writ Petition annexed herewith. On behalf of the Respondent - Management the Consent Terms are signed by Shri. Vitthal Subrao Shivankar, Secretary, Rayat Shikshan Sanstha, Satara, who has been duly authorized in that behalf by the Respondent - Management vide Clause 18 of the constitution of Rayat Shikshan Sanstha.


13. The above Writ Petition, along-with Writ Petitions mentioned in the lists annexed to this Consent Terms, shall stand disposed of accordingly.

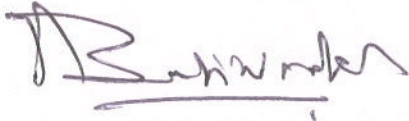
Mumbai.

Date : 13.9.2021


(Prin. Dr. V. S. Shivankar)
Secretary
Rayat Shikshan Santha,
Satara
Respondent – Management

~~Petitioners~~


Advocate for Respondent
Management


Advocate for Petitioners