eLegalix - Allahabad High Court Judgment Information System ***(Judgment/Order in Text Format)***

This is an UNCERTIFIED copy for information/reference. For authentic copy please refer to certified copy only. In case of any mistake, please bring it to the notice of Deputy Registrar(Copying).

HIGH COURT OF JUDICATURE AT ALLAHABAD, LUCKNOW BENCH

AFR

HIGH COURT OF JUDICATURE AT ALLAHABAD
LUCKNOW
WRIT - A No. - 7335 of 2026

Smt. Archana Boodh

�..Petitioner(s)

Versus

State of U.P. Thru. Addl. Chief Secy./Prin. Secy. Basic Edu. Lko. and 3 others

�..Respondent(s)
Along with :
1.
Writ - A No. 8381 of 2026:
Smt. Archana Boodh Versus State of U.P. Thru. Addl. Chief Secy. Basic Edu. Lko. and 4 others
2.
Writ - A No. 9015 of 2026:
Reeta Verma and 376 others Versus U.O.I. Thru. Secy. Ministry of Education Deptt. of School Edu./Literacy and 55 others

Counsel for Petitioner(s)
:
Anupriya Agarwal, Raj Kr Singh Suryvanshi, Rakesh Kumar Agarwal, Saksham Agarwal, Shivani Singh
Counsel for Respondent(s)
:
A.S.G.I., Abhinav Singh, C.S.C., Kumar Ayush, Pradeep Tiwari, Prashant Kumar Singh, Ran Vijay Singh, Rishabh Tripathi, Sarvesh Kumar Dubey, Shailendra Singh Rajawat, Shivam Sharma, Uday Veer Singh

Reserved on 17.09.2026
Pronounced on 29.10.2026
Uploaded on 29.10.2026
Court No. - 6

HON'BLE PANKAJ BHATIA, J.

1. Heard Sri Raj Kumar Singh Suryvanshi and Sri Saksham Agarwal, learned counsel for the petitioners as well as Sri Anuj Kudesia, learned Senior Advocate assisted by Sri Sarvesh Dubey, learned counsel appearing on behalf of Samagra Shiksha Abhiyan; Sri P.K. Singh and Sri Saharsh Srivastava, learned Additional Chief Standing Counsel appearing on behalf of the State; and Sri Ran Vijay Singh, Sri Shailendra Singh Rajawat, Dr. Udai Veer Singh, Sri Prashant Kumar Singh, Sri Shivam Sharma, Sri Abhinav Singh, learned counsel appearing on behalf of the Basic Shiksha Adhikaris (BSAs).
2. By means of the petitions, the petitioners, who are all working on contractual basis as full-time/ part-time teachers in Kasturba Gandhi Balika Vidyalayas (KGBVs) established by the State, seek regularization of their services and payment of salary equivalent to that paid by the State to its teachers.
3. The petitioners of Writ-A No.7335 of 2026 is working in the institution since 11.01.2010 and her contract was renewed from time to time. The petitioners no.1 to 270 of Writ-A No.9015 of 2026 are working for more than 10 years and the petitioners no.271 to 377 are working for a term of less than 10 years.

4. The petitioners have been working on contractual basis for a long period; some have served for more than 15 years, while others have served for 2-5 years.
5. As all the writ petitions raise common issues, they are being decided by this common judgment.
Submissions of the petitioners
6. It is argued by Sri R.K.S. Suryvanshi and Sri Saksham Agarwal, learned counsel appearing for the petitioners, that the Kasturba Gandhi Balika Vidyalaya Scheme (the "KGBV Scheme") was launched by the Government of India in 2004 under the Sarva Shiksha Abhiyan, with the objective of promoting education and providing it to girls belonging to socially, educationally and economically backward sections and residing in rural and remote areas.
7. It is argued that the Sarva Shiksha Abhiyan itself was launched in 2001 with the broader objective of promoting elementary education to the socially deprived category of students. When the said schemes were launched, the Government was aware that a large number of girl students, particularly those residing in rural areas, were kept out of the formal education sector, for various reasons including poverty, early age marriage, household responsibilities, safety and social discrimination, and the KGBV Scheme was launched to overcome this by providing residential schooling facility to girls of the said categories.
8. It has been brought on record that the Government of India initially sanctioned 2,578 KGBVs across 28 States. Under the said Scheme initially 75% of the enrollment was earmarked for girls belonging to the SC, ST, OBC or minority communities and the remaining 25% was allocated for girls belonging to families below the poverty line. In this background, and in furtherance of the KGBV Scheme, teaching and other staff were initially appointed on contractual basis through the prescribed selection process, vide advertisement dated 10.07.2009. The petitioners thereafter continued to be appointed on a year-to-year basis and are being paid honorarium.
9. It is argued that most of the teachers, who have served the institution for a long time on contractual basis, have now crossed the age limit for entering any other service. It is argued that the respondents have long exploited the vulnerable position of the petitioners by denying them any job security. It is stated that, as on 31.03.2024, the KGBVs had a total enrollment of 7.07 lakh girls. It is argued that the State, which is the implementing agency for the scheme, also runs its own government schools and aided schools, the financial burden of which it bears, and that in those institutions salaries are paid under the applicable statutes and the services of teachers enjoy statutory protection.
10. It is argued that the State of UP has framed "The Uttar Pradesh Basic Education (Teachers) Service Rules, 1981" and the functions prescribed and the duties to be discharged by the teachers are similar to the duties being performed by the petitioners. It is further argued that the State of UP has issued various directives from time to time for imparting training to the teachers at the KGBVs on terms similar to those applicable to its own teachers. Thus, it is argued that the State and Central Governments, which established these schools in discharge of their duty to provide free and compulsory education under Article 21-A of the Constitution of India read with the RTE Act, must ensure that the quality of education, which is its hallmark, is not compromised by the lack of security of tenure of teachers. Having undertaken a laudable objective in furtherance of Article 21-A, the respondents are duty-bound to extend reasonable conditions of service to the teachers who assist the State in discharging this solemn function.
11. It is also on record that at present, the part-time teachers in the KGBVs are being paid an honorarium of Rs.12,790/- per month, out of which, 25% is deducted towards EPF contribution, and thus, after deduction, the part-time teachers receive Rs.9,592/- in hand. It is further argued that the distinction between part-time teachers and other teachers is that part-time teachers are engaged in academic activities only during school hours, whereas regular teachers, apart from their academic duties, also discharge warden duties and work throughout the day.
12. It is further argued that the honorarium of Shiksha Mitras and part-time instructors/teachers working in primary and upper primary schools in various districts of the State was enhanced by the State of UP from Rs.10,000/- to Rs.18,000/- per month, payable for 11 months in a year, vide Government Order dated 09.04.2026, and that of part-time teachers was enhanced from Rs.9,000/- to Rs.17,000/- per month, likewise payable for 11 months, by the same Government Order. It is further argued that the KGBV Scheme, under the Sarva Shiksha Abhiyan, extends to the entire length and breadth of India, and the financial burden is shared by the Central Government and the State Governments, at specified rates, which vary from State to State.
13. It is argued that the Director of School Education, Jammu, issued an order in 2016 regularizing 22 teachers working under the KGBV Scheme at Jammu, subject to their fulfilling the prescribed conditions and completing 5 years of continuous service. Similarly, it is argued, the Cabinet of the State of Maharashtra has approved the principles for regularizing the services of teachers working in that State, and a decision has been taken to create supernumerary posts for absorption of 3276 contractual employees, working under the Samagra Shiksha Abhiyan, who have completed 10 years of contractual service as on 30.06.2026 as a one-time special measure.
14. It also appears from the record that the teachers have moved a representation seeking enhancement of their honorarium to Rs.17,000/- per month, however, no decision has been taken thereon by the State of UP. It is also argued that the State of Manipur has taken a decision to regularize the services. It is argued that in terms of the Government Orders issued, the provisions have been made for engaging the teachers on contract for 11 months 29 days with a gap of one day before the next academic year; that if their services are not found satisfactory, the contract is not to be renewed; and that if their services are no longer required, they may be terminated on one month's notice and, in extreme cases, without any notice. In short, it is argued that the instructions issued by the State render the position of the teachers more vulnerable, leaving them at the mercy of the authorities implementing the Scheme without any security.
15. In light of the above, the petitioners seek suitable directions for regularization of their services and for grant of the regular pay scale.
Submissions of the Respondent(s)
16. Opposing these submissions, Sri Anuj Kudesia, learned Senior Advocate assisted by Sri Sarvesh Dubey, contends that the scheme was formulated under the Sarva Shiksha Abhiyan initially by the Central Government, proposing to establish the Kasturba Gandhi Balika Vidyalayas across India, for providing education, together with residential accommodation, to

vulnerable sections of society, especially the girl child.
17. It is argued that in terms of the said scheme, which was amended subsequently and was to be implemented under the Sarva Shiksha Abhiyan, the funding of the scheme was to be shared initially at 75% by the Central Government and 25% by the State, and subsequently, the percentage was altered on a State-to-State basis. It is argued that the State Government is discharging its functions through the Basic Education Officers in various districts on the basis of funds provided by the Central Government as well as the State Government, and thus no posts exist against which the petitioners can be absorbed, as claimed by them. It is argued that the tenure of the petitioners is co-terminus with the scheme, and thus the claim for regularization is liable to be rejected in the absence of any sanctioned posts by the State Government or even by the Central Government.
18. As recorded earlier, Sri M.M. Asthana, learned counsel for the Union of India, remained absent despite the matter being fixed for final hearing. No oral submissions were therefore advanced on behalf of the Union of India.
19. From the rival submissions, the following questions arise for determination:
(i) whether the petitioners, who discharge duties similar to those of regularly appointed teachers, can be denied regularization and equivalent remuneration merely because their engagement is contractual and is made under a centrally sponsored scheme;
(ii) whether the absence of sanctioned posts and the sharing of the financial burden between the Centre and the State can be pleaded in defence; and
(iii) what relief, if any, the petitioners are entitled to.
Schemes and Establishment of KGBVs
20. In the light of the rival submissions, it is essential to notice the scheme under which these institutions have been established. The Sarva Shiksha Abhiyan was formulated as a scheme for universal elementary education and a framework was prepared by the Ministry of Human Resource Development of the Central Government. The basic features of the Sarva Shiksha Abhiyan, as provided in the framework for implementation of the Sarva Shiksha Abhiyan vide communication dated 31st July, 2001 by the Ministry of Human Resource Development, are that the scheme is aimed at providing an opportunity for improving human capabilities for all children aged 6 to 14 years across the country, and at bridging the social, regional, and gender gaps in the society, particularly in respect of the girl child. The said norms prescribed by the Ministry also prescribed for the number of teachers to be employed, being one teacher for every 40 children in primary and upper primary levels, and at least two teachers in a primary school. Several other provisions for providing facilities in the schools to be set up were also prescribed, including the ceiling on charging fees, etc. Provisions were also made for training the teachers. It also prescribes the sharing of expenses at the rate of 85:15 (Centre:State) in the 9th Plan, 75:25 in the 10th Plan, and 50:50 in the 11th Plan and thereafter. It also prescribes that long-term sustainable financing of teachers' salaries is likely to induce the States to fill up the teacher vacancies as per the requirement in future. It also prescribes that the Gujarat model of recruiting fully trained teachers on fixed pay, as an interim strategy, could be adopted in States with large-scale teacher vacancies. Subsequently, in the year 2004, certain modifications were introduced in the policy, specifically for girl children.
21. There was ample evidence that girls remained educationally backward compared to boys despite similar socio-economic backgrounds, and that retention of girls was a more acute problem because parents expected them to fulfill domestic needs. The scheme therefore aimed to increase the coverage of girls to bridge the gender gaps in respect of enrollment, retention, completion, and learning achievements. Reference was also made to the National Programme for Education of Girls at Elementary Level (NPEGEL) as an additional support to the Sarva Shiksha Abhiyan, specifically in respect of educationally backward blocks where the literacy rate was less than 10% and selected urban slums. The strategy prescribed was to establish 500 to 750 residential schools for girls in a phased manner over the 10th Plan period in backward blocks, under any other scheme floated by the Ministry of Social Justice and Empowerment and Ministry of Tribal Affairs. It was prescribed that the said scheme will be implemented by the State Government. The financial norms for the 10th Five Year Plan was fixed at 75:25 between the Centre and the State, and thereafter at 50:50. A provision for convergence of various schemes was also made. Financial estimates were also prescribed including the cost of setting up the residential schools and for the salaries of Warden-cum-Teacher, full time teachers, part time teachers and support staff. The said scheme was further revised on 24.03.2014 by the Government of India, Ministry of Human Resource Development.
22. The petitioners have also placed an evaluation study on the KGBVs, issued by the NITI Aayog on 02.07.2015, wherein it was stated that there was no uniform practice for engagement of teachers across the States, and that about 77% teachers were not satisfied with the amount of salary received by them and that there was a big difference between the remuneration of permanent and temporary teachers: on average, a permanent teacher received a monthly salary of Rs.19,162/- to Rs.26,382/-, whereas a temporary/contractual teacher received Rs.5,624/- to Rs.10,584/-. Several recommendations and suggestions were given including timely revision of norms for recurring expenditure and for appointment of permanent teacher with training exposure and better salary to focus on the teaching - learning activity in KGBVs.
23. The said study provided that in some States, there were permanent teachers, which, according to the petitioners, refers to full-time teachers, whereas in most States there were no permanent teachers. The temporary teachers were inadequately paid and had low job satisfaction in view of their salaries. The study also recommended creating a cadre of teachers specially trained for teaching girls, so as to give some permanency to their tenure, improving their service conditions, and providing permanent tenure and a higher salary.
24. The Ministry of Education updated the framework for implementation of the Samagra Shiksha Scheme on 12.10.2022, wherein it was recorded that in eight North-Eastern States, funds were shared in the ratio of 90:10 between the Centre and the States, whereas in the other States the ratio was 60:40. It also prescribed that recruitment of quality teachers is required to ensure the best possible future of the children and our nation. It also prescribed that the recruitment and other services matters of the teachers are under the domain of the State authorities, and the scheme of the Central Government is to provide only lump sum support as per the availability of funds. It was also advised that the recruitment should be based upon the

norms prescribed by the NCTE/appropriate authority, and the terms and conditions of the respective States. It was also stated that the responsibility for teachers would rest on the State Governments. It was also prescribed that qualified teachers should be recruited according to The Right of Children to Free And Compulsory Education Act, 2009 (hereinafter referred to as "the RTE Act") (Section 23).

25. This scheme also noticed the types of KGBVs established across India, and divided them into Type-1 to Type-4, and the profiling of teachers was also done, as indicated in Para 3.2.3. It was also noticed that only 19% of the full-time teachers are regular and the large majority are rendering their services as contractual teachers, which adversely affects the academic standards in the schools, which are otherwise committed to providing quality education. The part-time teachers, such as games or sports teachers, or yoga teacher, or computer teacher, are working for a few limited hours, and only 30% of the said teachers are regular, the rest are contractual. The age group of the teachers ranges from 30 to 40 years being 58 (approx.)%; 20% for teachers below 30 years; 20% of the teachers in the age group of 40 to 50 years; and 3% above 50 years. It was also noticed that, although KGBVs are residential in nature and all teachers are expected to stay on the campus, 58% of the teachers reported that they did not.

26. The complaints of the teachers regarding their work and salaries were also noticed, namely that they were contractual employees receiving a consolidated salary, although they possess all the essential and professional qualifications and also experience of teaching. It was also recorded that they have to travel a distance of 40 to 50 km, as the KGBVs are located in deep interiors, rural areas, deprived of regular transportation facilities. Similarly, the profile of Wardens was also recorded. Recommendations were also made that the norms for educational qualifications, recruitment and service conditions should be the same as in any other State-run school, even in respect of contractual teachers, and the Rules of RTE should be followed. It was also prescribed that full salary as per the qualification, as per the State norms should be provided. Minimum pay should be fixed for Principals, Vice-Principals, TGTs, PGTs and Instructors. Part-time teachers for teaching computers, arts, music, dance, sports, etc., should be engaged on weekly or hourly basis, and separate accommodation for teachers should be provided on the campus.

27. The scheme was launched before the RTE Act came into force. Even after the RTE Act came into force and Article 21-A (inserted by the 86th Amendment in 2002) became operative, the condition of the institutions established under the scheme remains almost unchanged. Despite an evaluation report by the NCERT in the year 2022–2023, no efforts are evident on the ground to implement the suggestions made, which remain suggestions only. The net result of this inaction by the Central and State Governments is that the teachers continue to work essentially on contractual basis at a consolidated honorarium of Rs.11,000/- per month, as argued on behalf of the petitioners.

28. It is further argued that in the State of UP the petitioners, who have served for 10 to 15 years, have not been extended the benefits payable to regular teachers of the State, although their work and duties are similar to, and at times greater than, those of regular teachers, and they work in remote areas that are not the preferred choice of teachers.

29. My attention is also drawn to the National Education Policy, 2020, which records as under:

5. Teachers:

5.1. Teachers truly shape the future of our children and, therefore, the future of our nation. It is because of this noblest role that the teacher in India was the most respected member of society. Only the very best and most learned became teachers. Society gave teachers, or gurus, what they needed to pass on their knowledge, skills, and ethics optimally to students. The quality of teacher education, recruitment, deployment, service conditions, and empowerment of teachers is not where it should be, and consequently the quality and motivation of teachers does not reach the desired standards. The high respect for teachers and the high status of the teaching profession must be restored so as to inspire the best to enter the teaching profession. The motivation and empowerment of teachers is required to ensure the best possible future for our children and our nation.

Recruitment and Deployment

5.2. To ensure that outstanding students enter the teaching profession - especially from rural areas - a large number of merit-based scholarships shall be instituted across the country for studying quality 4- year integrated B.Ed. programmes. In rural areas, special merit-based scholarships will be established that also include preferential employment in their local areas upon successful completion of their B.Ed. programmes. Such scholarships will provide local job opportunities to local students, especially female students, so that these students serve as local-area role models and as highly qualified teachers who speak the local language. Incentives will be provided for teachers to take up teaching jobs in rural areas, especially in areas that are currently facing acute shortage of quality teachers. A key incentive for teaching in rural schools will be the provision of local housing near or on the school premises or increased housing allowances.

Judgments relied upon by the parties

30. In this backdrop, the petitioners have drawn the attention of the Court to judgments which emphasize the role of teachers in society.

31. The role of teachers vis-à-vis the mandate of Article 21-A and the RTE Act was considered extensively by the Hon'ble Supreme Court in Anjuman Ishaat-E-Taleem Trust v. State of Maharashtra and others, 2025 SCC OnLine SC 1912, which held as follows (relevant extracts):

"159. Quality of teachers and teaching standards are integral to the fundamental right to education under Article 21-A cannot perhaps be doubted. This Court, times without number, has emphasized that "education" would be meaningless if it is not accompanied by quality education, which is primarily dependent on qualified and well-trained teachers. Further, it is the State's constitutional obligation to ensure that educational institutions maintain high teaching standards, and appointments of teachers should strictly adhere to prescribed qualifications to maintain these educational standards.

160. The importance of training for teachers was discussed by this Court in N.M. Nageshwaramma v. State of A.P. [N.M. Nageshwaramma v. State of A.P., 1986 Supp SCC 166] Mushrooming of unauthorised teacher training institutes in the State of Andhra Pradesh was under consideration. While dismissing the writ petitions before it, the concern expressed more than forty years back by this Court appears to be relevant even now. It was said: (SCC p. 171, para 3)

"3. The Teachers Training Institutes are meant to teach children of impressionable age and we cannot let loose on the innocent and unwary children, teachers who have not received proper and adequate training. True they will be required to pass the examination but that may not be enough. Training for a certain minimum period in a properly organised and equipped Training Institute is probably essential before a teacher may be duly launched."

161. This Court in Andhra Kesari Educational Society v. Director of School Education [Andhra Kesari Educational Society v. Director of School Education, (1989) 1 SCC 392] upon deciding the lis before it made the following parting remarks:

"20. Though teaching is the last choice in the job market, the role of teachers is central to all processes of formal education. The teacher alone could bring out the skills and intellectual capabilities of students. He is the "engine" of the educational system. He is a principal instrument in awakening the child to cultural values. He needs to be endowed and energised with needed potential to deliver enlightened service expected of him. His quality should be such as would inspire and motivate into action the benefiter. He must keep himself abreast of everchanging conditions. He is not to perform in a wooden and unimaginative way. He must eliminate fissiparous tendencies and attitudes and infuse nobler and national ideas in younger minds. His involvement in national integration is more important, indeed indispensable. It is, therefore, needless to state that teachers should be subjected to rigorous training with rigid scrutiny of efficiency. It has greater relevance to the needs of the day. The ill-trained or sub-standard teachers would be detrimental to our educational system; if not a punishment on our children. The Government and the University must, therefore, take care to see that inadequacy in the training of teachers is not compounded by any extraneous consideration."

162. Similarly, the significance of quality training to equip teachers to mould the future citizenry of the country, was discussed in State of Maharashtra v. Vikas Sahebrao Roundale [State of Maharashtra v. Vikas Sahebrao Roundale, (1992) 4 SCC 435] . The relevant passage reads thus: (SCC pp. 438-39, para 12)

"12. The teacher plays pivotal role in moulding the career, character and moral fibres and aptitude for educational excellence in impressive young children. Formal education needs proper equipping of the teachers to meet the challenges of the day to impart lessons with latest techniques to the students on secular, scientific and rational outlook. A well-equipped teacher could bring the needed skills and intellectual capabilities to the students in their pursuits. The teacher is adorned as Gurudevobhava, next after parents, as he is a principal instrument to awakening the child to the cultural ethos, intellectual excellence and discipline. The teachers, therefore, must keep abreast of ever-changing techniques, the needs of the society and to cope up with the psychological approach to the aptitudes of the children to perform that pivotal role. In short teachers need to be endowed and energised with needed potential to serve the needs of the society. The qualitative training in the training colleges or schools would inspire and motivate them into action to the benefit of the students."

163. Then again, this Court in State (UT of Chandigarh) v. Rajni Vali [State (UT of Chandigarh) v. Rajni Vali, (2000) 2 SCC 42] reiterated the State's obligation to maintain a certain standard of teaching and that appointment of qualified teachers was the bare minimum to be achieved in any institution by holding thus: (SCC p. 46, para 6)

"6. The position has to be accepted as well settled that imparting primary and secondary education to students is the bounden duty of the State administration. It is a constitutional mandate that the State shall ensure proper education to the students on whom the future of the society depends. In line with this principle, the State has enacted statutes and framed rules and regulations to control/regulate establishment and running of private schools at different levels. The State Government provides grant-in-aid to private schools with a view to ensure smooth running of the institution and to ensure that the standard of teaching does not suffer on account of paucity of funds. It needs no emphasis that appointment of qualified and efficient teachers is a sine qua non for maintaining high standards of teaching in any educational institution."

164. In State of Orissa v. Mamata Mohanty [State of Orissa v. Mamata Mohanty, (2011) 3 SCC 436 : 4 SCEC 96] , the central role played by a teacher in shaping individuals, and future citizens, was emphasized to establish that the State must be uncompromising when it comes to quality of teachers recruited. This Court ruled: (SCC p. 451, paras 33-34)

"33. In view of the above, it is evident that education is necessary to develop the personality of a person as a whole and in totality as it provides the process of training and acquiring the knowledge, skills, developing mind and character by formal schooling. Therefore, it is necessary to maintain a high academic standard and academic discipline along with academic rigour for the progress of a nation. Democracy depends for its own survival on a high standard of vocational and professional education. Paucity of funds cannot be a ground for the State not to provide quality education to its future citizens. It is for this reason that in order to maintain the standard of education the State Government provides grant-in-aid to private schools to ensure the smooth running of the institution so that the standard of teaching may not suffer for want of funds.

34 Article 21-A has been added by amending our Constitution with a view to facilitate the children to get proper and good quality education. However, the quality of education would depend on various factors but the most relevant of them is excellence of teaching staff. In view thereof, quality of teaching staff cannot be compromised. The selection of the most suitable persons is essential in order to maintain excellence and the standard of teaching in the institution. It is not permissible for the State that while controlling the education it may impinge the standard of education. It is, in fact, for this reason that norms of admission in institutions have to be adhered to strictly. Admissions in mid-academic sessions are not permitted to maintain the excellence of education."

165. The primacy of providing elementary education and strict compliance with teaching standards and qualifications was highlighted, in Bhartiya Seva Samaj Trust v. Yogeshbhai Ambalal Patel [Bhartiya Seva Samaj Trust v. Yogeshbhai Ambalal Patel, (2012) 9 SCC 310 : 4 SCEC 724] , in the following words: (SCC pp. 318-19, para 26)

"26. education and particularly that elementary/basic education has to be qualitative and for that the trained teachers are

required. The legislature in its wisdom after consultation with the expert body fixes the eligibility for a particular discipline taught in a school. Thus, the eligibility so fixed requires very strict compliance and any appointment made in contravention thereof must be held to be void.�

166. While reflecting on free and compulsory education, we cannot, therefore, be oblivious of the need for quality education to be imparted to children aged between 6 and 14 years. Compromising the quality of a teacher would necessarily compromise quality of education, and is a direct threat to the right of children to quality education which is a necessary concomitant of the right guaranteed by Article 21-A. This, in turn, would render the entire object and purpose of the RTE Act meaningless. In the sphere of primary education, a qualified teacher, at the very least, would be an assurance of quality education. Quality of education is, therefore, inherent in the right to education under Article 21-A.�

32. The Hon�ble Supreme Court also considered the role of teachers in Sunil Kumar Yadav and others vs State of Jharkhand and others, 2026 LiveLaw (SC) 470, in the following terms:

�25. Dr. Sarvepalli Radhakrishnan believed that the relationship between teachers and students is of a sacred character. He further stated that 'the kind of education that we provide for our youth is determined overwhelmingly by the kind of men and women we secure as teachers.' It is in the light of this elevated ideal that the present case must be understood. With the para- teachers' long-stated experience, the claim for regularisation is certainly a legitimate expectation. However, whether the para-teachers deserve a regular government post, is subsumed by the educational standards expected by the State from its teachers and the short-term and long-term goals that the State has set for itself in imparting education to its wards. The need of the hour is to strengthen education, particularly at the primary and secondary levels, rather than subsidising it with ad hoc measures. Providing education itself is not the objective, but providing comprehensive, high-quality education is. While the para-teachers desire that they be made Assistant Teachers, their desirability is tested by the Government to provide the best teachers in the field. In brief, the State examines the individual's desire to determine whether the individual deserves to hold the post. Whether this balance has been correctly struck within the framework of Article 14, 16 and 309 of the Constitution of India is the central question we have answered in these Appeals.'

33. My attention is also drawn to the directions given by the Hon'ble Supreme Court in Writ Petition (Civil) No.132 of 2016 (Rajneesh Kumar Pandey and others vs Union of India and others) for the creation of sanctioned posts, and appointment thereto, of special teachers in various States and Union Territories. The Hon'ble Supreme Court considered the statistics provided by the various States and directed the issuance of notifications for sanctioned posts for imparting education to children with special needs, and further directed that the posts be filled by selection and appointment. Those directions were given on 15.07.2025.

34. On the issue of the equitable claim of the petitioners vis-'-vis the other similarly placed employees and discharging similar functions, extensive reliance has been placed upon the judgment of the Hon'ble Supreme Court in U.P. Junior High School Council Instructor Welfare Association vs State of U.P. and others, 2026 INSC 117. In that case, contractual Instructors/teachers in Upper Primary Schools in the State of U.P., whose honorarium had been fixed at Rs.7,000/- per month, approached this Court, which granted them partial relief by directing payment of honorarium at Rs.17,000/- per month for 2017-18 only. The State challenged that order before the Hon'ble Supreme Court, which framed the following question:

'' whether part time contractual instructors/ teachers appointed in Upper Primary School in the State of U.P. are entitled to revision of their honorarium of Rs.7,000/- per month which was fixed for a contract period of eleven months in the year 2013 or would continue to receive the same fixed honorarium.'

35. The Hon'ble Supreme Court also noticed the scheme under the Sarva Shiksha Abhiyan, which stood merged in Samagra Shiksha in the year 2018 and the manner in which prescriptions were made with regard to payment of honorarium. The Hon'ble Supreme Court specifically took notice of an argument that the honorarium fixed at Rs.7,000/- per month does not even meet the minimum standard of wages admissible to the workers and also the State's submission that payment of honorarium is a policy decision under the scheme in which courts have no role, and that the teachers, being merely part-time contractual employees who agreed to work under the contract, cannot claim a higher honorarium.

36. The Hon'ble Supreme Court also noticed the submission that, for ensuring good quality elementary education, it is incumbent upon the State to engage the best teachers, which is possible only if a proper honorarium is paid. In the case of U.P. Junior High School Council Instructor Welfare Association (Supra), the Hon'ble Supreme Court also noticed the importance of teachers in the following manner:

'31. In order to appreciate the issue at hand it is important to first examine the position/status accorded to the teachers in the Indian society.

32. In the larger narrative of nation-building, the energy, idealism, and strength of the youth are rightly recognised as the driving force of progress. Yet, this raw potential requires direction, and it is the teacher who shapes it into a constructive and purposeful force. The true foundation of a strong nation does not lie merely in the size of its young population, but in the character and values of its citizens. It is here that the teacher emerges as the most crucial catalyst.

33. It has been rightly observed that the real meaning of nation-building lies in shaping character and refining personality. While parents bear the primary responsibility of nurturing values, teachers play an equally vital and decisive role. They engage with young minds during their most formative years and, in doing so, profoundly influence attitudes, conduct, and ideals. When parents and teachers work together to instill discipline, moral values, and social responsibility, the foundations of a stable and principled nation are laid.

34. This role of the teacher is beautifully captured in the verse,

"रवि रहेगा विसके पीछे, व ही अरुण भेदेगा तम।"

When the sun stands behind a youth, darkness cannot remain before them. In this verse, the sun symbolises knowledge, clarity, and truth, while darkness represents ignorance and confusion. In this sense, the teacher stands in the place of the sun.

With a teacher's guidance, a student is never truly lost. The teacher's wisdom and values remain as a constant source of strength and direction, enabling the student to overcome ignorance and move towards understanding, just as dawn dispels the darkness of night.

35. Therefore, if we seek a better future for the nation, we must recognise, value and support teachers who are quietly shaping the country's destiny by moulding character, instilling values, and guiding the youth.

36. Culturally, India has always recognized teachers equivalent to God. This Indian concept is universally known and is reflected in the following couplet:

"गुरु ब्रह्मा गुरु विष्णु, गुरु देवो महेश्वरा।

गुरु साक्षात परब्रह्म, तस्मै श्री गुरुवे नमः ।। "

This couplet elevates teacher to divine level by recognizing teacher's crucial role in shaping its pupils' character and life. It recognizes teacher's contribution in imparting knowledge and preserving correct values through relentless and continuous guidance. Thus, a teacher is a divine channel and not merely an instructor who acts as a guiding force in nurturing insight and enlightening thoughts. He is a divine trinity.

37. In India, while teachers have been given stature equivalent to the God, there have been instances where they are placed above God. This is reflected from the following couplet:

"गुरु गोबिंद दोऊ खड़े, का के लागौं पांय।

बलिहारी गुरु आपने, जिन गोबिंद दियो बताय।।"

This verse highlights the supreme importance of teacher. It presents a situation where when teacher and God appears in front of you, it is always better to bow down to the teacher first then God as he is a person who awakens our life and introduces us to God. It conveys that while God represents truth, it is teachers who help us reach the truth, the God. Therefore, in all humility, the Indian culture, society and ethos place teachers, if not higher to the God but, at least equivalent to them. Teachers command the highest respect in society and are revered/worshipful as Gods.

38. It is in the above scenario that we have to consider the manner in which our primary teachers have to be treated, who are responsible for the character building of the generation next i.e. Bharat Bhagya Vidhata. They are the ones who build the character of new generation. Character building of the citizens is the foundation for the nation building. If this foundation is weak, the nation is bound to collapse. Therefore, we must accord the highest regard and respect to our teachers at all levels, even at the level of the government, especially the primary teachers. They have to be compensated for their work most suitably. In fact, no honorarium would be enough to compensate the services rendered by our teachers.

37. In the case of U.P. Junior High School Council Instructor Welfare Association (Supra), the Hon'ble Supreme Court also noticed that the contracts were executed for a period of 11 months at a time, and recorded its reasoning for treating teachers similar to the present petitioners at par with other teachers in paragraphs 40 and 41, which read as under:

'40. There is another reason to treat them as teachers at par with other teachers. The part time contractual instructors/teachers appointed in Upper Primary Schools possesses the basic educational qualifications and eligibility as set out by the National Council for Teachers Education which are at par with the norms laid down for appointment of regular teachers. In this view of the matter, the part time contractual instructors/teachers appointed by the State Government under the Scheme are in no way inferior to the regular teachers or the Assistant Teachers appointed otherwise under the scheme.

41. Secondly, part time contractual instructors/teachers of the Upper Primary School are not even part time teachers, though they are described so. It is for the simple reason that their appointment itself vide Clause 5 of their service contract stipulates that they are being appointed with the condition that they would not directly or indirectly take up any part time appointment or whole-time job anywhere else. The moment Government prohibits these instructors/teachers from taking any part time or whole-time job anywhere else, they should de facto be treated as full time teachers. Part time teachers are those who teaches part time during the day and do other work in the remaining time. However, nothing has been placed on record to show that they actually work part time and do not discharge duties equivalent to those that are discharged by regular teachers. They are instructors/teachers who actually work full time like any other teacher and cannot even take up any other work during their spare time. Thus, in fact, they are whole time teachers.'

38. The Hon'ble Supreme Court also noticed the length of service rendered by these contractual teachers in paragraphs 42 to 45 in the said case of U.P. Junior High School Council Instructor Welfare Association (Supra), which read as under:

'42. In other words, the nomenclature used to describe the instructors/teachers as part time contractual teachers is completely deceptive. They neither remain contractual teachers after the expiry of the contractual period nor they are part time teachers especially when no material has been put forth to show that they work only part time and do not possess equivalent qualification as that of the regular teachers or that they do not discharge equal duties as are expected from the regular teachers.

43. There is another important facet of the matter which needs to be addressed by us. The appointment of these part time contractual instructors/teachers, though for a limited period of one year, has undisputedly continued for over ten years in a row. The scheme adopted by the State Government envisages for appointment of one such instructor/teacher for every hundred students; meaning thereby, that for every hundred students in a school, one instructor/teacher is mandatory. Thus, it flows from abovementioned facts that though posts for such teachers have not been specifically created but by virtue of their continuous engagement and subsistence of the scheme, they have acquired certain degree of permanency and the posts stand created or deemed to be created per se automatically. Notably, these part-time contractual instructors/teachers were discharging duties similar to regular teachers including teaching up to eight periods in a day, thereby performing the same workload and responsibilities as regular teachers. In view of constitutional mandate of providing free education up to primary levels, the State Government cannot abandon the scheme and render the Upper Primary Education meaningless, as it would be in conflict with the Act. Accordingly, the nature of work assigned to these instructors/teachers is apparently of a permanent

nature. The conclusion is, therefore, inevitable that the appointments of these instructors/teachers are more or less of a permanent nature and against a post which is deemed to have been created substantively.
44. The appointment of these instructors/teachers, even if held to be contractual, part time or even temporary in nature, there is hardly any scope to replace these instructors/teachers by a fresh contractual, part time or temporary instructor/teacher inasmuch as these are the persons who are not only qualified but have acquired some experience of working and are definitely more suitable than the freshers. It goes without saying that an ad hoc employee cannot be replaced by another ad hoc employee, a temporary employee cannot be replaced by another temporary employee, a contractual employee cannot be replaced by another contractual employee and the guest employee by another guest employee. The incumbents working as aforesaid are entitled to preference in comparison to the new candidates, unless of course there is anything against them. In fact, practice of engaging employees on ad hoc, temporary, part time, contractual or as guest ought to be avoided and the Government should strictly adhere to proper procedure for regular recruitment.
45. In the instant case, all appointments of the instructors/teachers were made by following the procedure prescribed under the scheme pursuant to a proper advertisement. In a sense, they were all substantively appointed, maybe there was no sanctioned post but the sanction of the post is deemed to be there as the nature of the work assigned to these instructors/teachers is of a permanent nature which in all probabilities is of a continuing nature and is not likely to be abandoned or curtailed in any manner. The term "substantive appointment" is not so defined but in service jurisprudence is considered to mean an appointment, not being an ad hoc appointment, on a post made after selection in accordance with the rules and in the absence of the rules in accordance with the procedure prescribed for under any scheme or the instructions of the Government. Therefore, once these instructors/teachers have undergone the process of selection under the scheme regardless of the fact that there existed a post, their appointments have to be treated as substantive in character."
39. The Hon'ble Supreme Court thereafter deprecated describing these teachers as ad hoc appointees, having regard to their very long service. The Hon'ble Supreme Court thereafter in paragraph 47 referred to the plight of temporary employees as noticed in Jaggo v. Union of India and others, 2024 INSC 1034, which reads as under:
"47. In Jaggo v. Union of India and Ors. 2024 SCC Online SC 3826 this Court observed that it is a hard reality that temporary employees, particularly in Government institutions often face multifaceted forms of exploitation which include misuse of "temporary labels", "lack of career progression" and "denial of basic rights and benefits". It further observed that employees engaged for work which is essentially recurring and integral to the functioning of an institution are often labeled as "temporary" or "contractual" employees even though their roles mirror those of regular employees. Such deceptive description of the employees deprives them of their dignity, security and benefits that other regular employees are entitled to, despite performing identical duties. These employees often find themselves excluded from opportunities for skill development, promotions or incremental pay raises, and they remain stagnant in their roles. They are deprived of fundamental benefits such a pension, provident fund, health insurance and paid leave even though they work for decades resulting in social insecurity."
40. The Hon'ble Supreme Court also rejected the State's contention that fixation of honorarium is a policy decision in which courts have no role, in paragraph 49, which reads as under:
"49. At this juncture it would be necessary to advert to yet another submission that has been put forth by the State. It is contended that the fixation of honorarium of these instructors/teachers is a policy decision wherein Court has no role to play. This cannot be accepted in the facts and circumstances of the case. The fixation of honorarium to the instructors/teachers may be a policy decision but it cannot be exercised in an arbitrary manner so as to subject the instructors/teachers to "Begar". The honorarium has to be fixed in consonance with the duties assigned to these instructors/teachers depending upon their stature. Therefore, any policy decision of the Government permanently fixing the honorarium of the instructors/teachers for all times to come, cannot be justified and approved of as periodical revision depending upon the price rise, cost of living and other host of factors. It is always permissible to revise the honorarium once fixed, not only in the case of instructors/teachers but also in the employment of workers/labourers."
41. In the case of U.P. Junior High School Council Instructor Welfare Association (supra), the Hon'ble Supreme Court, in light of the quantum of honorarium being paid, compared it with "begar" and other similar forms of forced labour prohibited under Article 23 of the Constitution of India, in the following terms:
"54. Article 23 of the Constitution provides with a general prohibition against "traffic in human beings, beggar and other similar forms of forced labour". In the landmark case of People's Union For Democratic Rights v. Union of India, (1982) 3 SCC 235, the Supreme Court has adopted an expansive interpretation of Article 23 of the Constitution. The court explained the meaning of "Forced labour" to encompass any work or service rendered unwillingly as a result of force or compulsion. It held that "force" under Article 23 of the Constitution not only includes physical or legal force but also economic compulsion due to which the individual is left with no other alternative but to accept renumeration less than the minimum wages. It was held that when a person is rendering service or doing labour at a meagre amount less than the minimum wages, then he is not voluntarily working, he is being forced by his economic hardship to accept the pay. The case also covers contractual workers who may have formally agreed to such terms, as such agreements are often the product of uneven bargaining power and do not represent free and voluntary consent in a substantive sense. Thus, this Article takes a hit at every form of forced labour, whether it is a direct case of forced labour or case of forced labour hidden under the guise of voluntary work or contractual work. Any unfair practice fixing remuneration of these instructors/teachers permanently as Rs.7,000/- per month or Rs. 8,470/- per month for all times is a kind of forced labour amounting to "Begar" which is strictly prohibited under Article 23 of the Constitution."
42. The Hon'ble Supreme Court also noticed the nature of the contracts, the restrictions placed on the teachers and the might of the State in the case of U.P. Junior High School Council Instructor Welfare Association (Supra), in the following terms:
"55. In the present case, the further unilateral reduction of the already low renumeration has placed these part time

instructors/teachers in place of economic vulnerability. These instructors'/teachers' position is worsened by Clause 5 of their employment contract, which explicitly prohibits them from taking up any other employment, part-time or wholetime. This clause, operating in tandem with the State's unilateral wage reduction, creates a coercive cage. The instructors/teachers are left with no alternative, they cannot seek supplementary income elsewhere due to the contractual bar, and they cannot refuse the reduced wages due to economic necessity. This complete deprivation of choice is the essence of the 'force' contemplated in the abovementioned case.

56. Consequently, the State's actions has created a condition of economic coercion that is inconsistent with the constitutional safeguards against forced labour. The State's action of withdrawing a legitimately enhanced wage and then allowing honorarium to remain artificially depressed would, in substance, be inconsistent with the spirit of Article 23 of the Constitution which prohibits all forms of forced labour. The State, under the guise of contractual management or financial constraint, cannot compel labours/teachers to such coercive circumstances.

57. In view of the above discussion, one thing is very clear that the honorarium fixed for these instructors/teachers under the contract cannot remain stagnant and is revisable suitably on periodical basis and that if once revised and increased cannot be reduced for subsequent periods.

58. Now the issue is the manner and the basis on which the honorarium payable to these instructors/teachers has to be revised and fixed.'

43. The Hon'ble Supreme Court ultimately issued directions for periodically revising the honorarium and directed the payment of honorarium at Rs.17,000/- per month till the same is revised. Directions regarding the sharing of the burden were given in paragraph 69, which reads as under:

'69. A simple reading of the aforesaid provision reveals that the State Government shall take into account not only the sums provided by the Central Government to the State Government but also its other resources and shall be responsible to provide funds for the implementation of the provisions of the Act. Therefore, an onerous duty has been cast upon the State Government to implement the provisions of the Act vis-'-vis the payment of honorarium to the instructors/teachers. Therefore, in all earnest, it is primary duty of the State Government to pay honorarium to the instructors/teachers appointed under the Act or the scheme formulated thereunder. In the event, the Central Government fails to contribute its share of finances, the State Government is free to recover it from the Central Government but cannot deny payment to instructors/teachers. The principle of 'pay and recover' as such would be attracted and would be applicable.'

44. Ultimately, the conclusions were recorded by the Hon'ble Supreme Court in paragraph 70 as under:

'70. On the basis of the above discussion, we conclude as under: -

i) The appointment of the part time or contractual instructors/teachers in fact no longer remains contractual in nature once the contract period of eleven months for which they were initially appointed or the extended contract period stood expired;

ii) They were not even part time instructors/teachers as they were specifically prohibited for taking any job or part time employment elsewhere during their spare time;

iii) In fact, these instructors/teachers having continued continuously for over ten years in a row are deemed to be employed permanently against deemed substantive posts, as with the passage of time and keeping in mind the continuity of the work, such posts stand automatically created;

iv) The PAB is the sole central authority to manage budget and finances under the Act and the scheme and to fix honorarium for the instructors/teachers appointed thereunder. No other authority has any say in the matter concerning finance and budget consequently in the fixation of honorarium;

v) The PAB having once approved the proposal for fixing Rs.17,000/- per month as honorarium to these instructors/teachers, no authority can sit over such a decision and pass orders contrary to it;

vi) The initial burden to pay honorarium to the instructors/teachers is upon the State Government who is free to recover the contribution of the Central Government from the Union of India on the principle of 'pay & recover';

vii) The honorarium payable to these instructors/teachers cannot be permitted to remain stagnant and the same is revisable periodically at least once in three years by the PAB or any other authority as may be determined by the Central Government/State Government under the scheme or the modified scheme;

viii) Any action of the State/Union Government to employ instructors/teachers on a fixed honorarium of Rs.7,000/- per month as was initially fixed in 2013-14 amounts to 'Begar' and unfair practice which is violative of Article 23 of the Constitution;

ix) The PAB having fixed honorarium to these instructors/teachers at the rate of Rs.17,000/- per month with effect from the year 2017-18, the State Government/Central Government is not justified in paying them at a lesser rate of either Rs.8,470/- or Rs.9,800/- or at the basic rate of Rs.7,000/- per month.'

45. The Hon'ble Supreme Court in the case of Rajneesh Kumar Pandey (Supra) while considering the issue with regard to appointment of Special Education Teachers in the context of RTE Act 2009, issued directions for appointment of teachers in the light of the prescriptions contained in the RTE Act.

46. Reliance is also placed upon the judgment in Sukhendu Bhattacharjee and others vs State of Assam and others; 2026 LiveLaw (SC) 529 to argue that the State cannot rely upon the form of engagement to deny fair and equitable treatment to employees who have served it for many years, the State being a model employer under a constitutional obligation to act fairly. In that judgment, the Supreme Court considered the rights of long-serving employees and recorded as under:

'68. The repeated undertakings given by the State before the High Court, coupled with the earlier implementation of the Cabinet decision in favour of nearly 30,000 similarly situated workers, clearly gave rise to a legitimate expectation in the minds of the appellants who were deprived of the benefits of the policy. In the maze of administrative deficiencies, they were entitled to expect that the policy decision would be implemented in a fair, complete and nondiscriminatory manner, and that their cases would also be considered as part of the same exercise. Though legitimate expectation does not create a vested right, it is firmly rooted in the principles of fairness and non-arbitrariness that flows from Article 14 of the Constitution.

69. A three-judge bench of this Court in National Buildings Construction Corporation v. S. Raghunathan, (1998) 7 SCC 66 explained the doctrine of legitimate expectation in the following terms: -

"The doctrine of "legitimate expectation" has its genesis in the field of administrative law. The Government and its departments, in administering the affairs of the country, are expected to honour their statements of policy or intention and treat the citizens with full personal consideration without any iota of abuse of discretion. The policy statements cannot be disregarded unfairly or applied selectively. Unfairness in the form of unreasonableness is akin to violation of natural justice. It was in this context that the doctrine of "legitimate expectation" was evolved which has today become a source of substantive as well as procedural rights. But claims based on "legitimate expectation" have been held to require reliance on representations and resulting detriment to the claimant in the same way as claims based on promissory estoppel." (Emphasis supplied)

47. Reliance is also placed upon the judgment in Vinod Kumar and others vs Union of India; 2024 LiveLaw (SC) 330 to argue that failure to recognize the substantive nature of their roles and their continuous service, akin to that of permanent employees, runs counter to the principles of equity and fairness and the intent behind employment regulations.

48. Reliance is also placed upon the judgment in R. Iyyappan and others vs Union of India and others, 2026 LiveLaw (SC) 441 to argue that the obligation of the State to act as a model employer is not a mere exhortation but flows directly from the guarantee of equality enshrined in Article 14 of the Constitution of India, which strikes at the root of arbitrariness.

49. Reliance is also placed upon the judgment in Bhola Nath v. State of Jharkhand and others, 2026 LiveLaw (SC) 95, wherein it was held that contracts signed on standard-form terms, where the employee has no real choice but to sign on the dotted line, are unconscionable, and that signing such a contract does not amount to waiver of fundamental rights. The relevant paragraphs are quoted below:

"State as model employer: -

11. At the outset, we find it necessary to express our disapproval of the manner in which the High Court has approached the present lis. The controversy before the Court was not one of mere acquiescence or implied waiver of rights. The High Court, in our view, has proceeded on a mechanical application of precedents without engaging with the core constitutional issues involved, thereby reducing the dispute to one of acceptance of contractual terms, divorced from its larger constitutional context.

11.1. This Court has consistently held that the State, being a model employer, is saddled with a heightened obligation in the discharge of its functions. A model employer is expected to act with high probity, fairness and candour, and bears a social responsibility to treat its employees in a manner that preserves their dignity. The State cannot be permitted to exploit its employees or to take advantage of their vulnerability, helplessness or unequal bargaining position.

11.2. It therefore follows that the State is required to exercise heightened caution in its role as an employer, the constitutional mandate casting upon it a strict obligation to act as a model employer, an obligation from which no exception can be countenanced.

Fundamental Rights and their waiver:

11.3. In the present case, the appellants were appointed by the respondent-State against sanctioned posts of Junior Engineers (Agriculture), with the engagement being described from the inception as contractual in nature. The terms and conditions governing the engagement stipulated that the appointment would be for an initial period of one year, extendable thereafter subject to satisfactory performance.

11.4. The respondent-State accordingly granted extensions to the appellants from time to time until the year 2023, when it was expressly clarified that the extension being granted would be the last. It was thereafter that the appellants approached the High Court by filing writ petitions seeking a writ of mandamus directing the State to regularize their services.

11.5. The consistent case of the appellants has been that the respondent-State's refusal to grant regularization is arbitrary and therefore warrants judicial interference. Article 14 of the Constitution casts a negative obligation upon the State to treat all persons equally, and arbitrariness, being antithetical to the equality principle, is proscribed as violative of Article 14.

11.6. The Constitution Bench in Basheshar Nath v. Comm. Income Tax, 1958 SCC OnLine SC 7 long ago clarified that fundamental rights guaranteed under the Constitution are incapable of waiver. Consequently, if the action of the respondent-State is found to be violative of Article 14 of the Constitution, the mere fact that the appellants' engagement was governed by contractual terms and conditions cannot be construed as a waiver of their fundamental rights.

Unconscionable Agreements- Contract between Lion and Lamb:

12. In Central Inland Water Transport Corpn. v. Brojo Nath Ganguly, this Court acknowledged the increasing imbalance in the bargaining power of contracting parties. The Court held thus: -

"89. . . . We have a Constitution for our country. Our judges are bound by their oath to 'uphold the Constitution and the laws'. The Constitution was enacted to secure to all the citizens of this country social and economic justice. Article 14 of the Constitution guarantees to all persons equality before the law and the equal protection of the laws. The principle deducible from the above discussions on this part of the case is in consonance with right and reason, intended to secure social and economic justice and conforms to the mandate of the great equality clause in Article 14. This principle is that the courts will not enforce and will, when called upon to do so, strike down an unfair and unreasonable contract, or an unfair and unreasonable clause in a contract, entered into between parties who are not equal in bargaining power. It is difficult to give an exhaustive list of all bargains of this type. No court can visualize the different situations which can arise in the affairs of men. One can only attempt to give some illustrations. For instance, the above principle will apply where the inequality of bargaining power is the result of the great disparity in the economic strength of the contracting parties. It will apply where the inequality is the result of circumstances, whether of the creation of the parties or not. It will apply to situations in which the weaker party is in a position in which he can obtain goods or services or means of livelihood only upon the terms imposed by the stronger party or go without them. It will also apply where a man has no choice, or rather no meaningful choice, but to give his assent to a contract

or to sign on the dotted line in a prescribed or standard form or to accept a set of rules as part of the contract, however unfair, unreasonable and unconscionable a clause in that contract or form or rules may be. This principle, however, will not apply where the bargaining power of the contracting parties is equal or almost equal. This principle may not apply where both parties are businessmen and the contract is a commercial transaction. In today's complex world of giant corporations with their vast infrastructural organizations and with the State through its instrumentalities and agencies entering into almost every branch of industry and commerce, there can be myriad situations which result in unfair and unreasonable bargains between parties possessing wholly disproportionate and unequal bargaining power. These cases can neither be enumerated nor fully illustrated. The court must judge each case on its own facts and circumstances.�
(emphasis laid)
Therefore, the Court has held that the Constitution obliges courts to advance social and economic justice and to give effect to the equality mandate under Article 14. Consequently, courts will neither enforce nor hesitate to invalidate contracts, or contractual clauses, that are unfair or unreasonable when entered into between parties with unequal bargaining power.
12.1. Relying on the aforesaid reasoning, another two-Judge Bench in Pani Ram v. Union of India, reiterated that the guarantee of equality under Article 14 extends even to situations where a person has no meaningful choice but to accept imposed contractual terms, however unfair or unreasonable they may be. Applying this principle to the facts before it, the Court observed thus: -
�23. As held by this Court, a right to equality guaranteed under Article 14 of the Constitution of India would also apply to a man who has no choice or rather no meaningful choice, but to give his assent to a contract or to sign on the dotted line in a prescribed or standard form or to accept a set of rules as part of the contract, however unfair, unreasonable and unconscionable a clause in that contract or form or rules may be. We find that the said observations rightly apply to the facts of the present case. Can it be said that the mighty Union of India and an ordinary soldier, who having fought for the country and retired from Regular Army, seeking re-employment in the Territorial Army, have an equal bargaining power. We are therefore of the considered view that the reliance placed on the said document would also be of no assistance to the case of the respondents.�
(emphasis laid)
Therefore, it is clear that Courts are empowered to invalidate unconscionable elements of a contract where the parties lack the ability to exercise any real or meaningful choice in negotiating its terms. In the present case, the appellants were left with no alternative but to accept the conditions unilaterally prescribed by the respondent-State in order to secure their livelihood and sustain a source of income. It would be entirely unrealistic to assume that, in such circumstances, an employee seeking temporary employment could meaningfully negotiate or assert a position against the overwhelming might of the State machinery.
12.2. At this juncture, the analogy of apples and oranges serves as a useful reminder that certain relationships are inherently incapable of being assessed on an equal plane. A contract between the State and an employee stands on a similar footing. The State, in such a relationship, assumes the role of a metaphorical lion, endowed with overwhelming authority, resources and bargaining strength, whereas the employee, who is yet an aspirant, is reduced to the position of a metaphorical lamb, possessing little real negotiating power. To suggest parity between the two, i.e. the lion and the lamb, would be to ignore the stark imbalance that defines the relationship.
12.3. Therefore, where a lion contracts with a lamb, the inequality is not incidental but structural, and it is precisely this disproportion that calls for judicial sensitivity. In such situations, the conscience of Constitutional Courts must inevitably tilt in favour of protecting the lamb. We have no hesitation in holding that Constitutional Courts are dutybound to act to safeguard those who are vulnerable to exploitation, so that employees are not compelled to meekly submit to the demands of a vastly dominant contracting party like the State, but are instead assured that constitutional protections will intervene to prevent such exploitation.�
50. The Hon�ble Supreme Court also laid down the law with regard to limits on perpetual contractual engagement as under:
�Limits on Perpetual Contractual Engagements:
13.2. In the present case, the respondent-State had engaged the services of the appellants on sanctioned posts since the year 2012. It was only towards the end of the year 2022 that the respondents communicated that no further extension of the appellants' engagement was likely to be granted.
13.3. In our considered opinion, the aforesaid action is not only vitiated by arbitrariness but is also in clear derogation of the equality principles enshrined in Article 14 of the Constitution. The respondent-State initially engaged the appellants in their youth to discharge public duties and functions. Having rendered long and dedicated service, the appellants cannot now be left to fend for themselves, particularly when the employment opportunities that may have been available to them a decade ago are no longer accessible owing to age constraints.
13.4. We are unable to discern any rational basis for the respondent-State's decision to discontinue the appellants after nearly ten years of continuous service.
We are conscious that the symbiotic-relationship between the appellants and the respondent-State was mutually beneficial, the State derived the advantage of the appellants' experience and institutional familiarity, while the appellants remained in public service. In such circumstances, any departure from a long-standing practice of renewal, particularly one that frustrates the legitimate expectation of the employees, ought to be supported by cogent reasons recorded in a speaking order.
13.5. Such a decision must necessarily be a conscious and reasoned one. An employee who has satisfactorily discharged his duties over several years and has been granted repeated extensions cannot, overnight, be treated as surplus or undesirable. We are unable to accept the justification advanced by the respondents as the obligation of the State, as a model employer, extends to fair treatment of its employees irrespective of whether their engagement is contractual or regular.
13.6. This Court has, on several occasions, deprecated the practice adopted by States of engaging employees under the

nominal labels of “part-time”, “contractual” or “temporary” in perpetuity and thereby exploiting them by not regularizing their positions. In Jaggo v. Union of India, 2024 SCC OnLine SC 3826 this Court underscored that government departments must lead by example in ensuring fair and stable employment, and evolved the test of examining whether the duties performed by such temporary employees are integral to the day-to-day functioning of the organization.

13.7. In Shripal v. Nagar Nigam, 2025 SCC OnLine SC 221 and Vinod Kumar v. Union of India, (2024) 9 SCC 327 this Court cautioned against a mechanical and blind reliance on Umadevi (supra) to deny regularization to temporary employees in the absence of statutory rules. It was held that Umadevi (supra) cannot be employed as a shield to legitimise exploitative engagements continued for years without undertaking regular recruitment. The Court further clarified that Umadevi itself draws a distinction between appointments that are “illegal” and those that are merely “irregular”, the latter being amenable to regularization upon fulfilment of the prescribed conditions.

13.8. In Dharam Singh v. State of U.P., 2025 SCC OnLine SC 1735, this Court strongly deprecated the culture of “ad-hocism” adopted by States in their capacity as employers. The Court criticised the practice of outsourcing or informalizing recruitment as a means to evade regular employment obligations, observing that such measures perpetuate precarious working conditions while circumventing fair and lawful engagement practices.

10.9. The State must remain conscious that part-time employees, such as the appellants, constitute an integral part of the edifice upon which the machinery of the State continues to function. They are not merely ancillary to the system, but form essential components thereof. The equality mandate of our Constitution, therefore, requires that their service be reciprocated in a manner free from arbitrariness, ensuring that decisions of the State affecting the careers and livelihood of such part-time and contractual employees are guided by fairness and reason.

10.10. In the aforesaid backdrop, we are unable to persuade ourselves to accept the respondent-State’s contention that the mere contractual nomenclature of the appellants’ engagement denudes them of constitutional protection. The State, having availed of the appellants’ services on sanctioned posts for over a decade pursuant to a due process of selection and having consistently acknowledged their satisfactory performance, cannot, in the absence of cogent reasons or a speaking decision, abruptly discontinue such engagement by taking refuge behind formal contractual clauses. Such action is manifestly arbitrary, inconsistent with the obligation of the State to act as a model employer, and fails to withstand scrutiny under Article 14 of the Constitution.

FINAL CONCLUSION:

14. In light of our discussion, in the foregoing paragraphs, we summarize our conclusions as follows:

I. The respondent-State was not justified in continuing the appellants on sanctioned vacant posts for over a decade under the nomenclature of contractual engagement and thereafter denying them consideration for regularization.

II. Abrupt discontinuance of such long-standing engagement solely on the basis of contractual nomenclature, without either recording cogent reasons or passing a speaking order, is manifestly arbitrary and violative of Article 14 of the Constitution.

III. Contractual stipulations purporting to bar claims for regularization cannot override constitutional guarantees. Acceptance of contractual terms does not amount to waiver of fundamental rights, and contractual stipulations cannot immunize arbitrary State action from constitutional scrutiny.

IV. The State, as a model employer, cannot rely on contractual labels or mechanical application of Umadevi (supra) to justify prolonged ad-hocism or to discard long-serving employees in a manner inconsistent with fairness, dignity and constitutional governance.

V. In view of the foregoing discussion, we direct the respondent-State to forthwith regularize the services of all the appellants against the sanctioned posts to which they were initially appointed. The appellants shall be entitled to all consequential service benefits accruing from the date of this judgment.”

The nature of roles performed by the petitioners who are the contractual appointees vis-”-vis similarly placed teachers in the State

51. It is undisputed that the petitioners were appointed after undergoing a selection process and impart education to the students enrolled in the KGBVs. The role performed by the petitioners has been recognized, in various studies including that of the Ministry of Human Resource Development, in the National Education Policy and in the framework issued by the Ministry of Education for implementation of the Samagra Shiksha Scheme, to be similar in all respects to that of regularly appointed teachers in the State-run and State-aided schools. There is no material before this Court to hold that the work and duties discharged by the petitioners are in any way dissimilar to those of teachers employed by the State under its regulations.

52. The respondents’ plea that no posts have been sanctioned and that the tenure of the petitioners is co-terminus with the scheme cannot be accepted. The scheme has continued for over two decades, the work of the petitioners is perennial in nature, and the State is under a statutory obligation to provide teaching staff (Section 8(d) of the RTE Act). In U.P. Junior High School Council Instructor Welfare Association (supra), the Hon”ble Supreme Court held that, in such circumstances, posts stand deemed to be created (paragraphs 43, 45 and 70(iii)), and in Bhola Nath (supra) and Jaggo (supra) it cautioned against mechanical reliance on State of Karnataka vs Umadevi(3); (2006) 4 SCC 1, to legitimize adhocism. The further plea that the Central Government has not released funds is answered by the principle of “pay and recover” (paragraphs 69 and 70(vi) of the same judgment).

RTE Act and its provisions relevance:

53. The RTE Act was enacted in furtherance of the mandate cast on the State by Article 21-A.

54. Section 2(n) of the said Act defines “School” as under:

“2 (n) “school” means any recognised school imparting elementary education and includes”

(i) a school established, owned or controlled by the appropriate Government or a local authority;

(ii) an aided school receiving aid or grants to meet whole or part of its expenses from the appropriate Government or the local authority;

(iii) a school belonging to specified category; and
(iv) an unaided school not receiving any kind of aid or grants to meet its expenses from the appropriate Government or the local authority;"

55. On a plain reading of Section 2(n), it is clear that KGBVs fall within the definition of "School".

56. Section 7 of the RTE Act provides for the sharing of financial and other responsibilities for carrying out its provisions, and reads as under:

"7. Sharing of financial and other responsibilities."(1) The Central Government and the State Governments shall have concurrent responsibility for providing funds for carrying out the provisions of this Act.
(2) The Central Government shall prepare the estimates of capital and recurring expenditure for the implementation of the provisions of the Act.
(3) The Central Government shall provide to the State Governments, as grants-in-aid of revenues, such percentage of expenditure referred to in sub-section (2) as it may determine, from time to time, in consultation with the State Governments.
(4) The Central Government may make a request to the President to make a reference to the Finance Commission under sub-clause (d) of clause (3) of article 280 to examine the need for additional resources to be provided to any State Government so that the said State Government may provide its share of funds for carrying out the provisions of the Act.
(5) Notwithstanding anything contained in sub-section (4), the State Government shall, taking into consideration the sums provided by the Central Government to a State Government under sub-section (3), and its other resources, be responsible to provide funds for implementation of the provisions of the Act.
(6) The Central Government shall"
(a) develop a framework of national curriculum with the help of academic authority specified under section 29;
(b) develop and enforce standards for training of teachers;
(c) provide technical support and resources to the State Government for promoting innovations, researches, planning and capacity building."

57. Thus, in terms of the RTE Act, the responsibility for providing funds is concurrent (Section 7(1)), and the Central Government is obliged to provide grants-in-aid towards the estimated expenditure (Section 7(3)). However, Section 7 (5) makes the State Government responsible for providing funds for implementation of the Act, taking into account the sums provided by the Central Government and its own resources. Section 8 of the RTE Act provides the duties of the Government, which reads as under:

"8. Duties of appropriate Government."The appropriate Government shall"
(a) provide free and compulsory elementary education to every child:
Provided that where a child is admitted by his or her parents or guardian, as the case may be, in a school other than a school established, owned, controlled or substantially financed by funds provided directly or indirectly by the appropriate Government or a local authority, such child or his or her parents or guardian, as the case may be, shall not be entitled to make a claim for reimbursement of expenditure incurred on elementary education of the child in such other school.
Explanation."The term "compulsory education" means obligation of the appropriate Government to"
(i) provide free elementary education to every child of the age of six to fourteen years; and
(ii) ensure compulsory admission, attendance and completion of elementary education by every child of the age of six to fourteen years;
(b) ensure availability of a neighbourhood school as specified in section 6;
(c) ensure that the child belonging to weaker section and the child belonging to disadvantaged group are not discriminated against and prevented from pursuing and completing elementary education on any grounds;
(d) provide infrastructure including school building, teaching staff and learning equipment;
(e) provide special training facility specified in section 4;
(f) ensure and monitor admission, attendance and completion of elementary education by every child;
(g) ensure good quality elementary education conforming to the standards and norms specified in the Schedule;
(h) ensure timely prescribing of curriculum and courses of study for elementary education; and
(i) provide training facility for teachers."

58. On a plain reading of the above, it is clear that it is the primary duty of the State to ensure that the education imparted is of good quality and conforms to the specified standards and norms, without discrimination against disadvantaged groups. In the present case, the students in Government and aided schools are taught by well-paid teachers, whereas disadvantaged students in KGBVs are taught by teachers who are ill-paid and work under insecure conditions. This is a clear discrimination against the disadvantaged students studying in KGBVs.

59. Section 9 of the RTE Act also casts a similar obligation on Local Authorities, which reads as under:

"9. Duties of local authority."Every local authority shall-
(a) provide free and compulsory elementary education to every child:
Provided that where a child is admitted by his or her parents or guardian, as the case may be, in a school other than a school established, owned, controlled or substantially financed by funds provided directly or indirectly by the appropriate Government or a local authority, such child or his or her parents or guardian, as the case may be, shall not be entitled to make a claim for reimbursement of expenditure incurred on elementary education of the child in such other school;
(b) ensure availability of a neighbourhood school as specified in section 6;
(c) ensure that the child belonging to weaker section and the child belonging to disadvantaged group are not discriminated against and prevented from pursuing and completing elementary education on any grounds;
(d) maintain records of children up to the age of fourteen years residing within its jurisdiction, in such manner as may be prescribed;

(e) ensure and monitor admission, attendance and completion of elementary education by every child residing within its jurisdiction;
(f) provide infrastructure including school building, teaching staff and learning material;
(g) provide special training facility specified in section 4;
(h) ensure good quality elementary education conforming to the standards and norms specified in the Schedule;
(i) ensure timely prescribing of curriculum and courses of study for elementary education;
(j) provide training facility for teachers;
(k) ensure admission of children of migrant families;
(l) monitor functioning of schools within its jurisdiction; and
(m) decide the academic calendar.�
60. Sections 23 to 28 of the RTE Act prescribe the qualifications of teachers to be appointed, their duties and the restrictions imposed upon them (particularly in Section 28), which read as under:
�23. Qualifications for appointment and terms and conditions of service of teachers.�(1) Any person possessing such minimum qualifications, as laid down by an academic authority, authorised by the Central Government, by notification, shall be eligible for appointment as a teacher.
(2) Where a State does not have adequate institutions offering courses or training in teacher education, or teachers possessing minimum qualifications as laid down under sub-section (1) are not available in sufficient numbers, the Central Government may, if it deems necessary, by notification, relax the minimum qualifications required for appointment as a teacher, for such period, not exceeding five years, as may be specified in that notification:
Provided that a teacher who, at the commencement of this Act, does not possess minimum qualifications as laid down under sub-section (1), shall acquire such minimum qualifications within a period of five years.
[Provided further that every teacher appointed or in position as on the 31st March, 2015, who does not possess minimum qualifications as laid down under sub-section (1), shall acquire such minimum qualifications within a period of four years from the date of commencement of the Right of Children to Free and Compulsory Education (Amendment) Act, 2017.].
(3) The salary and allowances payable to, and the terms and conditions of service of, teachers shall be such as may be prescribed.
24. Duties of teachers and redressal of grievances.�(1) A teacher appointed under sub-section (1) of section 23 shall perform the following duties, namely:�
(a) maintain regularity and punctuality in attending school;
(b) conduct and complete the curriculum in accordance with the provisions of sub-section (2) of section 29;
(c) complete entire curriculum within the specified time;
(d) assess the learning ability of each child and accordingly supplement additional instructions, if any, as required;
(e) hold regular meetings with parents and guardians and apprise them about the regularity in attendance, ability to learn, progress made in learning and any other relevant information about the child; and
(f) perform such other duties as may be prescribed.
(2) A teacher committing default in performance of duties specified in sub-section (1), shall be liable to disciplinary action under the service rules applicable to him or her:
Provided that before taking such disciplinary action, reasonable opportunity of being heard shall be afforded to such teacher.
(3) The grievances, if any, of the teacher shall be redressed in such manner as may be prescribed.
25. Pupil-Teacher Ratio.�(1) Within three years from the date of commencement of this Act, the appropriate Government and the local authority shall ensure that the Pupil-Teacher Ratio, as specified in the Schedule, is maintained in each school.
(2) For the purpose of maintaining the Pupil-Teacher Ratio under sub-section (1), no teacher posted in a school shall be made to serve in any other school or office or deployed for any non-educational purpose, other than those specified in section 27.
26. Filling up vacancies of teachers.�The appointing authority, in relation to a school established, owned, controlled or substantially financed by funds provided directly or indirectly by the appropriate Government or by a local authority, shall ensure that vacancy of teacher in a school under its control shall not exceed ten per cent/of the total sanctioned strength.
27. Prohibition of deployment of teachers for non-educational purposes.�No teacher shall be deployed for any non-educational purposes other than the decennial population census, disaster relief duties or duties relating to elections to the local authority or the State Legislatures or Parliament, as the case may be.
28. Prohibition of private tuition by teacher.�No teacher shall engage himself or herself in private tuition or private teaching activity.�
61. Thus, it is clear that teachers of KGBVs and of other State-run schools are subject to similar duties and obligations, but KGBV teachers are not afforded even the benefit of the proviso to Section 24(2) of the Act. The contracts executed by the petitioners, in the form referred to above, therefore discriminate against KGBV teachers by denying them even the bare minimum security prescribed under Section 24(2).
62. In terms of the powers conferred by virtue of Section 38 of the RTE Act ,the State of UP has framed Rules known as �The Right of Children to Free And Compulsory Education Rules, 2010�. Part-VI of the said Rules prescribes for salaries, allowances, conditions of service of teachers and duties to be performed by the teachers etc. For the purpose of present case, Rules 18, 19 and 20 are relevant and are quoted below:
�18. Relaxation of minimum qualifications.-(1) The State Government and the Union Territory shall, within six months from the commencement of the Act, estimate the teacher requirement as per the norms in the Schedule for all school referred to in clause (n) of Section 2.
(2) Where a State Government or a Union Territory does not have adequate institutions offering courses or training in teacher education, or persons possessing minimum qualifications as notified in sub-rule (2) of Rule 17 are not available in sufficient

numbers in relation to the requirement of teachers estimated under sub-rule (1), the State Government or the Union Territory shall request, within one year of the commencement of the Act, the Central Government for relaxation of the prescribed minimum qualification.
(3) On receipt of the request referred to in sub-rule (2), the Central Government shall examine the request of the State Government or the Union Territory and may, by notification, relax the minimum qualifications.
(4) The notification referred to in sub-rule (3) shall specify the nature of relaxation and the time period, not exceeding three years, but not beyond five years from the commencement of the Act, within which the teachers appointed under the relaxed conditions acquire the minimum qualifications specified by the academic authority notified under sub-section (1) of Section 23.
(5) After six months from the commencement of the Act, no appointment of teacher for any school can be made in respect of any person not possessing the minimum qualifications notified in sub-rule (2) of Rule 17, without the notification of relaxation referred to in sub-rule (3).
(6) A person appointed as a teacher within six months of the commencement of the Act, must possess at least the academic qualifications not lower than higher secondary school certificate or equivalent.
19. Acquiring minimum qualifications.-(1) The State Government and the Union Territory shall provide adequate teacher education facilities to ensure that all teachers in school referred to in sub-clause (i), and schools owned and managed by the Central Government or the State Government or Union Territory or local authority under sub-clause (iii), of clause (n) of Section 2, who do not possess the minimum qualifications laid down under sub-rule (2) of Rule 17 at the time of commencement of the Act, to acquire such minimum qualification within a period of five years from the commencement of the Act.
(2) For a teacher, of a school referred to in sub-clause (ii) and (iv) of clause (n) of Section 2, and of a school referred to in sub-clause (iii) of clause (n) of Section 2 not owned and managed by the Central Government, State Government or Union Territory or local authority, who do not possess the minimum qualifications laid down under sub-rule (2) of rule 17 at the time of commencement of the Act, the management of such school shall enable such teacher to acquire such minimum qualification within a period of five years from the commencement of the Act.
20. Salary and allowances and conditions of service of teachers.-(1) The Central Government or the appropriate Government or the local authority, as the case may be, shall notify terms and conditions of service and salary and allowances of teacher of schools owned and managed by them in order to create a professional and permanent cadre of teachers.
(2) In particular and without prejudice to sub-rule (1), the terms and conditions of service shall take into account the following, namely-(a) accountability of teachers to the School Management Committee;
(b) provisions enabling long term stake of teachers in the teaching profession.
(3) The scales of pay and allowances, medical facilities, pension, gratuity, provident fund, and other prescribed benefits of teachers shall be at par for similar qualification work and experience.
21. Duties performed by teachers.-(1) The teacher shall maintain a file containing the pupil cumulative record for every child shall be the basis for awarding the certificate for completion of elementary education.
(2) A teacher, in addition to the functions specified in clauses (a) to (e) of sub-section (1) of Section 24, may perform the following duties:&#65533;
63. From the perusal of the Rule 20 of the Rules, 2010 quoted above, it is clear that no service rules have been made by the State. The manner of appointment to the salaries and allowances and condition of service of teachers since the very inception are being governed by various Government Order from time to time.
64. Section 38 of the RTE Act confers rule-making powers on the appropriate Government including Rule 20 of the RTE Rules for salary and allowances payable to teachers and the terms and conditions of their service; however, no such Rules have yet been framed in respect of KGBV teachers.
Purity of Means
65. It is easily discernible that the scheme, which started under the Sarva Shiksha Abhiyan and later merged into Samagra Shiksha, is a laudable initiative for providing quality education in remote areas, particularly to deprived children and especially the girl child.&#65533;&#65533;The reasoning and the reports as quoted in the foregoing paras clearly indicate that substantial strides have been made for furtherance of the objectives under which these schools were established, which is also evident from the fact that more than seven lakh students are enrolled and studying in the KGBVs. The scheme, besides being laudable, furthers the mandate cast on the State and the constitutional obligations flowing from Article 21-A and the RTE Act enacted in furtherance of that Article.&#65533;&#65533;
66. The question is whether the means adopted conform to the rights enshrined in Part III of the Constitution of India.
67. In the present case, although the end, namely education of deprived students, especially girls, is laudable and has achieved considerable success, as is evident from the reports of the Ministry of Education and NCERT, regrettably the means adopted are not: the teachers have been paid inadequately, denied any security, and continued for years together on a paltry honorarium without any step towards regularizing their services. This is clearly violative of the petitioners&#65533; rights under Articles 14 and 23 in Part III, and inconsistent with the Directive Principles in Part IV, of the Constitution of India.&#65533;&#65533;
68. It is essential to notice observations of Chief Justice John Marshall in McCulloch v. Maryland (17 U.S. 316 (1819)) "Let the end be legitimate, let it be within the scope of the Constitution, and all the means which are appropriate, which are plainly adapted to that end, which are not prohibited, but consist with the letter and spirit of the Constitution, are constitutional."
69. In the present case, engaging the teachers on contract for 11 months and 29 days, with a gap of one day before the next academic year, and prescribing in the contract that it will not be renewed if their services are not required, that too without any notice, cannot be held to be consistent with the constitutional mandate under Part III of the Constitution of India and is also violative of the mandate of the RTE Act. The practice of continuing the contractual engagement for years together without taking any steps to provide security to the teachers is clearly contrary to the directions given by the Supreme Court in the judgments noticed above, and cannot be justified specially by a model employer like the State. The &#65533;doctine of purity of

means&#65533; was considered by the Hon&#65533;ble Supreme Court in the case of Minerva Mills Limited and others vs Union of India and others; (1980) 3 SCC 625 in the following paragraphs:

&#65533;56. The significance of the perception that Parts III and IV together constitute the core of commitment to social revolution and they, together, are the conscience of the Constitution is to be traced to a deep understanding of the scheme of the Indian Constitution. Granville Austin's observation brings out the true position that Parts III and IV are like two wheels of a chariot, one no less important than the other. You snap one and the other will lose its efficacy. They are like a twin formula for achieving the social revolution, which is the ideal which the visionary founders of the Constitution set before themselves. In other words, the Indian Constitution is founded on the bedrock of the balance between Parts III and IV. To give absolute primacy to one over the other is to disturb the harmony of the Constitution. This harmony and balance between fundamental rights and directive principles is an essential feature of the basic structure of the Constitution.

57. This is not mere semantics. The edifice of our Constitution is built upon the concepts crystallised in the preamble. We resolved to constitute ourselves into a Socialist State which carried with it the obligation to secure to our people justice &#65533; social, economic and political. We, therefore, put Part IV into our Constitution containing directive principles of State policy which specify the socialistic goal to be achieved. We promised to our people a democratic polity which carries with it the obligation of securing to the people liberty of thought, expression, belief, faith and worship; equality of status and of opportunity and the assurance that the dignity of the individual will at all costs be preserved. We, therefore, put Part III in our Constitution conferring those rights on the people. Those rights are not an end in themselves but are the means to an end. The end is specified in Part IV. Therefore, the rights conferred by Part III are subject to reasonable restrictions and the Constitution provides that enforcement of some of them may, in stated uncommon circumstances, be suspended. But just as the rights conferred by Part III would be without a radar and a compass if they were not geared to an ideal, in the same manner the attainment of the ideals set out in Part IV would become a pretence for tyranny if the price to be paid for achieving that ideal is human freedoms. One of the faiths of our founding fathers was the purity of means. Indeed, under our law, even a dacoit who has committed a murder cannot be put to death in the exercise of right of self-defence after he has made good his escape. So great is the insistence of civilised laws on the purity of means. The goals set out in Part IV have, therefore, to be achieved without the abrogation of the means provided for by Part III. It is in this sense that Parts III and IV together constitute the core of our Constitution and, combine to form its conscience. Anything that destroys the balance between the two parts will ipso facto destroy an essential element of the basic structure of our Constitution.&#65533;

70. In conclusion, the continuous employment of the petitioners on contractual basis for years together without any step by the State to create posts, absorb the teachers or provide pay scales equivalent to those of regularly appointed teachers, is nothing but a form of forced labour prohibited by Article 23 (see U.P. Junior High School Council Instructor Welfare Association (supra), paragraphs 54 to 57 and 70(viii)). The honorarium paid to the teachers is even less than what is prescribed for semi-skilled workers in fact referringing it as honorarium is a cruel joke. Thus, the means adopted for achieving the end under the Samagra Shiksha Scheme clearly violate Part III of the Constitution of India.&#65533;

71. In the backdrop of the above, the following directions are issued:

(i) The State Government shall take steps to sanction/ create posts of teachers in respect of the KGBVs functioning in the State of Uttar Pradesh keeping in view the mandate of Schedule to RTE Act within four months from today; and

(ii) The State Government shall frame the service conditions of the teachers appointed to and working in the KGBVs even in respect of teachers who are not the petitioner before this Court, which shall be at par with the conditions of service prescribed for regularly appointed teachers up to the Intermediate level.

(iii) The claims of the petitioners and similarly situated teachers working in KGBV&#65533;s in State of U.P. for regularization against the posts so created shall be considered by the competent authority, in accordance with law and having regard to their qualifications and length of service, within the same period.

(iv) The honorarium/ salary payable to all the teachers working at KGBV&#65533;s shall be revised periodically to bring it at par with the salaries and emoluments of teachers working in its own run schools and aided schools.

72. The aforesaid steps shall be taken within a period of four months from today.

73. Until the steps directed above are taken, all teachers working in the KGBVs, including the petitioners herein, shall be paid honorarium at the rate of Rs.17,000/- per month with effect from the date of this judgment and shall also be entitled to protection of their services under Section 24(2) of the RTE Act.

74. It will be the responsibility of the Central Government to share the expenditure as agreed, by providing the requisite funds to the State. It is, however, clarified that the State Government shall not be entitled to plead that the steps directed above cannot be taken until funds are sanctioned by the Central Government; the State may recover the Central share on the principle of &#65533;pay and recover&#65533;. Compliance shall be made within the timeframe directed above.&#65533;

75. For the reasons recorded above, all the writ petitions stand disposed of.

(Pankaj Bhatia,J.)

September 29, 2026

akverma

Visit **http://elegalix.allahabadhighcourt.in/elegalix/StartWebSearch.do** for more Judgments/Orders delivered at Allahabad High Court and Its Bench at Lucknow. **Disclaimer**