

No. EDN-H (19)B(1)-6/2011-12-Appointment(Taking over)  
**DIRECTORATE OF SCHOOL EDUCATION**  
**HIMACHAL PRADESH**

Dated: Shimla -171001

Dated

July, 2025

**OFFICE ORDER**

Directorate of School Education

11 JUL 2025

Himachal Pradesh, Shimla-171001

**WHEREAS**, the Hon'ble Himachal Pradesh Administrative Tribunal, vide its judgment dated 23.07.2019, passed in OA(D) No. 244 of 2016 titled Sanjan Awasthi Indu vs. State of Himachal Pradesh, was pleased to hold as under:

*"...the original application is allowed. Inspection report dated 15.01.2014, Annexure A-11, qua applicant is quashed and the respondents are directed to consider the case of the applicant for taking over his services as Lecturer (School Cadre) on contract from the date the other staff was taken over, vide notification dated 2<sup>nd</sup> May, 2016, notionally, and the actual financial benefit shall be admissible from the date of joining."*

**AND WHEREAS**, pursuant to the aforesaid directions, a speaking order dated 16.11.2019 was issued by the Director of Higher Education, Himachal Pradesh, wherein the claim of Shri Sanjan Awasthi Indu was rejected on the grounds of his ineligibility for both the College and School cadres.

**AND WHEREAS**, the said applicant assailed aforesaid mentioned judgment dated 23.07.2019 of erstwhile Himachal Pradesh Administrative Tribunal and impugned order dated 16.11.2019 of Director of Higher Education, by way of filing CWP No. 2144 of 2020 before the Hon'ble High Court of Himachal Pradesh. The Hon'ble High Court, vide its order dated 29.04.2024, was pleased to set aside the order dated 16.11.2019 and issued the following direction, operative part of which is being reproduced as under:

*"Since the order (Annexure P-5) directs the respondents to consider the case of the petitioner for taking over his services as Lecturer (School Cadre) on contract from the date the other staff was taken over vide notification dated 2<sup>nd</sup> May, 2016, notionally and directed actual financial benefits being admissible from the date of joining, and since the order dated 16.11.2019 (Annexure P-6) makes no reference to any reason why the petitioner's services were not eligible for taken over as Lecturer (School Cadre), Annexure P-6, order dated 16.11.2019 by the Director of Higher Education, Himachal Pradesh, is set aside; and the said Authority is directed to pass a reasoned order in accordance with law as to the eligibility of petitioner's services being taken over in the cadre of Lecturer (School Cadre), within six weeks from today."*

**AND WHEREAS**, in compliance thereof, a fresh speaking order dated 28.08.2024 was issued, however, the claim of the petitioner was again rejected, this time citing the petitioner's absence from duty between 10.09.2013 to 31.12.2013, without giving any finding on his eligibility.

**AND WHEREAS**, the Hon'ble High Court, while deciding CWP No. 10005 of 2024 vide judgment dated 23.12.2024, set aside the said impugned rejection order and observed inter alia, operative part of which is being reproduced as under:

*"This Court is of the considered view that the Authority concerned for some strange reason failed to decide the case of the petitioner in the light of the directions issued by learned Tribunal firstly and thereafter, the Hon'ble Division Bench of this Court. The issue which should have been taken into consideration by the Authority was a limited one, whether the services of the petitioner were eligible to be taken over as a Lecturer (School Cadre) or not. In fact, as far as the impugned order dated 28.08.2024 (Annexure P-4) is concerned, there*



is no whisper therein that the petitioner was not eligible to be taken over as a Lecturer (School Cadre). The only reason assigned in the impugned order by the Authority for rejecting the case is that petitioner was found absent from 10.09.2013 to 31.12.2013.

In light of the fact that Hon'ble Division Bench was pleased to direct the respondents to take a call qua the case of the petitioner taking into consideration the eligibility factor and in the impugned order, there is no finding returned that the petitioner was not eligible for his services to be taken over and the reason which stands assigned therein is a reason which is not germane to the directions issued by Hon'ble Division Bench and is a new reason which has now been assigned which was not there even in the earlier order passed by the Authority, this Writ Petition is allowed by setting aside order dated 28.08.2024 (Annexure P-4) and by issuance of a direction to the Authorities to take over the services of the petitioner as Lecturer (School Cadre) from the date when the services of other incumbents were taken over, with all consequential benefits. As the petitioner is in the Court since the year 2016, therefore, due and admissible monetary benefits shall flow to the petitioner from due date. Pending miscellaneous applications, if any, also stand disposed of."

**AND WHEREAS**, with reference to letter dated 20.06.2025 of Director Higher Education and in compliance with the aforesaid binding judicial pronouncements, the Government of Himachal Pradesh, vide letter No. EDUA-E(3)-2/2025 dated 28.06.2025, has accorded its approval in the matter, as under:

".... say that Petitioner is ineligible for the post of Lecturer (School Cadre) as per R&P Rules in vogue as well as per the Inspection Committee report submitted by the Director of Higher Education, dated 15.01.2014. However, as per the decision of erstwhile HP Administrative Tribunal in OA No. 244 of 2016, the Hon'ble High Court of Himachal Pradesh in CoPC 318 of 2025 w.r.t CWP No. 2144 of 2020 has directed to comply with the order in the said OA No. 244 of 2016. Therefore, permission is granted to implement the orders as per the mandate contained in the judgment. However, the Petitioner shall be bound by the R&P Rules for cadre in vogue at the date of his take over of his services. This permission is subject to the final outcome of the Letter Patent Appeal filed in the Hon'ble High Court of H.P. and / or any further legal remedy available to this Department."

Furthermore, in order to implement aforesaid judgments/orders of the Hon'ble High Courts, petitioner had filed a Contempt Petition vide No. 318 of 2025, in which Hon'ble Court vide its order dated 30.06.2025 was pleased to issue following orders:

"While placing on record communication dated nil issued under the signature of Director of School Education, Mr. Rajan Kahol, learned Additional Advocate General states that mandate contained in the judgment alleged to have been violated, stands duly complied with. Having perused afore communication, which is taken on record, this court finds that though approval has been given by the competent authority to implement the mandate contained in the judgment, but there is no whisper, if any, with regard to issuance of appointment letter. Let respondents issue appointment letter in terms of compliance proposed to be done, on or before the next date of hearing."

**NOW, THEREFORE**, in compliance of the directions of the Hon'ble Courts and in pursuant to the approval accorded by Government in the instant case, the services of petitioner Sh. Sanjan Awasthi Indu, is hereby taken over as Lecturer, Hindi (School-New) on trainee basis w.e.f. 05.02.2016, i.e., the date on which the services of other incumbents were taken over, with all consequential benefits subject to final outcome of the Letters Patent Appeal filed in the Hon'ble High Court of Himachal Pradesh and / or any further legal remedy available to this Department.

Further and accordingly, Sh. Sanjan Awasthi Indu is hereby posted as such at the Government Senior Secondary School, Timbi, District Sirmaur, Himachal Pradesh, against vacant post. He is directed to report for duty within five (05) days from the issuance of this order and shall execute a trainee agreement in the prescribed format (Annexure "A").

BY OREDR

Director  
Directorate of School Education  
Himachal Pradesh

July, 2025

Endst. No. even Dated: Shimla-171001 the ,  
Copy for information and further necessary action to:-

1. The Secretary (Education) to the Govt. of Himachal Pradesh, Shimla-171002 w.r.t his office letter dated 28.06.2025.
2. The Director of Higher Education, Himachal Pradesh, Shimla-01.
3. The Deputy Director of Higher Education District Sirmaur, Himachal Pradesh.
4. The Principal, Pt. Anant Ram S.D. Mahavidyalaya Baroh, District Kangra, Himachal Pradesh.
5. The Principal GSSS Timbi, District Sirmaur, Himachal Pradesh for information. He is further directed that before accepting the joining report of the candidate, a bonds on Judicial Papers (in triplicate) are required to be executed between the Head of the Institution and the trainee appointee as per specimen copy enclosed. Original copy of the bond will be retained in his office, second copy is to be handed over to the appointee and third copy will be forwarded to this Directorate along with joining report. Their joining will be incomplete if this office has not received aforesaid documents.
6. The Superintendent (Transfer Cell) Directorate of School Education, Himachal Pradesh.
7. The Superintendent (IT Cell), Directorate of School Education, Himachal Pradesh to upload these orders on department website.
8. Sh. Sanjan Awasthi Indu S/o Sudershan Awasthi, Village and Post Office Nagrota Bagwan Tehsil Nagrota Bagwan, District Kangra, Himachal Pradesh for compliance. (REGD./SPEED POST)
9. Guard file.



P 11.7.25  
Addl. Director  
Directorate of School Education  
Himachal Pradesh



**Annexure-A**

**Form of agreement to be executed between the Trainee Lecturer (School-New) and the Government of Himachal Pradesh through Director of School Education**

This agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ between Sh./Smt. \_\_\_\_\_ S/o/D/o Shri \_\_\_\_\_ R/o \_\_\_\_\_ Trainee (hereinafter called the FIRST PARTY), AND The Governor of Himachal Pradesh through \_\_\_\_\_ (Designation of Appointing Authority) Himachal Pradesh (here-in-after referred to as the SECOND PARTY).

Whereas, the SECOND PARTY has engaged the aforesaid FIRST PARTY as a Trainee Lecturer(School-New) and the FIRST PARTY has agreed to the same, on the following terms & conditions:—

1. That the FIRST PARTY shall remain on job training under SECOND PARTY as a Trainee Lecturer (School-New) \_\_\_\_\_ for a period of two year commencing on day of \_\_\_\_\_ and ending on the day of \_\_\_\_\_.
2. That the Trainee Lecturer (School-New) \_\_\_\_\_ will be paid consolidated fixed amount @ ₹ \_\_\_\_\_ /- P.M (which shall be 60% of the first cell of the applicable level of pay matrix of the corresponding cadre).
3. That the engagement of FIRST PARTY will be purely on temporary basis. The engagement is liable to be terminated in case the performance/conduct of the Trainee is not found satisfactory.
4. That the Trainee engaged will be entitled for one day's casual leave after putting in one month's service, 10 days' medical leave and 5 days' special leave, in a calendar year. A female Trainee engaged with less than two surviving children, may be granted maternity leave for 180 days'. A female Trainee engaged maternity leave for 180 days' A female Trainee engaged shall also be entitled for maternity leave not exceeding 45 days' (irrespective of the number of surviving children) during the entire service, in case of miscarriage including abortion, on production of medical certificate issued by the authorized Government Medical Officer. A Trainee engaged shall not be entitled for medical re-imbursement, LTC etc. No leave of any other kind, except above, will be admissible to the Trainee.  
  
Un-availed casual leave, medical leave and special leave can be accumulated upto the calendar year and will not be carried forward for the next calendar year."
5. That the unauthorized absence from the training without the approval of the controlling officer shall automatically lead to the termination of the Trainee. However, in exceptional cases where the circumstances for unauthorized absence from duty were beyond his/her control on medical grounds, such period shall not be excluded while considering his/her case for regularization after completion of training but the incumbent shall have to intimate the controlling authority in this regard well in time. However, the Trainee shall not be entitled for any remuneration for this period of absence from duty.  
Provide that he/she shall submit the certificate of illness / fitness issued by the Medical Officer, as per prevailing instruction of the Government.

6. That the selected candidate will have to submit a certificate of his/her fitness issued by a Medical Board in case the post for which he is being given training is a Gazetted post and by Government Medical Practitioner in case the said post is a Non-Gazetted. In case of women candidates who are to be engaged for training to carry out hazardous nature of duties, as a result of tests is found to be pregnant of 12 weeks standing or more shall be declared temporarily unfit and her engagement shall be held in abeyance until the confinement is over. Such woman candidates be re-examined for medical fitness six weeks after the date of confinement, and if she is found fit on production of Medical fitness certificate from the authority as specified above, she may be engaged.
7. That the Trainee will be entitled to TA/DA if required to go on tour in connection with his/her training duties at the same rate as applicable to regular counterpart official at the minimum of pay scale.
8. That the provisions of service rules like FRSR, Leave Rules, GPF Rules, Pension Rules and Conduct Rules etc. as are applicable in case of regular employees will not be applicable in case of a Trainee. The Employees Group Insurance Scheme as well as EPF/GPF will also not be applicable to a Trainee.
9. That the FIRST PARTY understands and agrees that on account of the said engagement, he/she shall not be entitled for any service benefits as are admissible to the Government employees on regular basis and he/she shall not claim the same. He/she may be considered for regular appointment only after successful completion of the training as per the instructions of the Government.

IN WITNESS THE FIRST PARTY AND SECOND PARTY have herein to set their hands the day, month and year first, above written.

IN THE PRESENCE OF WITNESS

1. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and Full Address)

(Signature of the FIRST PARTY)

2. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and Full Address)

(Signature of the SECOND PARTY)