

HIGH COURT OF GUJARAT**DEEPA CHALKE***Versus***NATIONAL INSTITUTE OF DESIGN (REGISTERED SOCIETY) & ORS****Date of Decision:** 04 May 2017**Citation:** 2017 LawSuit(Guj) 598**Hon'ble Judges:** [Paresh Upadhyay](#)**Case Type:** Special Civil Application**Case No:** 3779 of 2012**Final Decision:** Petition dismissed**Advocates:** [Keyur Gandhi](#), [Nanavati Associates](#)**Paresh Upadhyay, J.**

[1] Challenge in this petition is made to the action of the respondent No.1 of discontinuing the service contract with the petitioner, vide communication dated 22.02.2012.

[2] The petitioner has appeared in person. On behalf of the respondents, Mr.Keyur Gandhi, learned advocate for Nanavati Associates has addressed the Court.

[3] The petitioner has submitted that the discontinuance of her service by the respondent Authorities was an illegal action, since the contract with the petitioner was for a period of two years. The petitioner has taken this Court through the pleadings on record and has submitted that for trifling matters, disputes were raised by the Management and the service contract of the petitioner ought not to have discontinued abruptly. It is submitted that the action of the respondent Authorities be interfered with.

[4] Mr.Keyur Gandhi, learned advocate for the respondents has at the outset submitted that, though in the affidavit in reply it is asserted that writ against the present respondent is not maintainable, that argument is not pressed by him. It is submitted that no illegality is committed by the respondent Authorities by rescinding the contract with the petitioner. Learned advocate for the respondents has taken this

Court through the affidavit in reply dated 12.04.2012 and the material annexed therewith, to contend that it was very difficult for the Management to continue the service of the petitioner and therefore one of the terms as contained in the contract dated 25.08.2011 was invoked by the respondent Authorities. It is submitted that no relief can be granted to the petitioner. It is submitted that even if the petitioner was to succeed out rightly, at the best, she could press for continuance in service for the contract period which would have expired in August, 2013. It is submitted that this petition be dismissed.

[5] Having heard the petitioner in person and learned advocate for the respondents, this Court finds as under.

5.1 The relationship of the petitioner with the respondent Authorities was governed by the contract dated 25.08.2011. It is on record at Annexure-B. One of the stipulations in the said contract, reads as under.

"This contract appointment is also subject to yearly review of your performance, and also liable to be terminated with one month notice or notice pay in lieu of the notice by the Institute. At the same time, as a faculty, you can resign with at least one month's notice prior to the end of any semester, subject to fulfillment of your academic commencements for the semester, during the currency of the contract."

5.2 The impugned communication dated 22.02.2012 refers to this stipulation. Along with the impugned communication, an amount of Rs.40,000/- was paid by the respondents to the petitioner, as notice pay.

5.3 The action of the respondent Authorities, in above factual background, can not be said to be illegal in any manner. No relief can be granted to the petitioner.

5.4 This Court further finds, from the affidavit in reply, that there was ample material with the respondent Authorities, which would justify the discontinuance of service of the petitioner, invoking the said stipulation in the contract, which it has done. Since the merits of the allegations are not gone into, the same is not deliberated further, however it is noted that the action of the respondent Authorities was based on valid necessity.

5.5 For the above reasons, this petition needs to be dismissed.

[6] For the reasons recorded above, this petition is dismissed. Rule is discharged. No order as to costs.