



* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

Date of Decision: 17th November, 2025

+ LPA 367/2025, CM APPL. 34340/2025 (Stay)

POORNA PRAJNA PUBLIC SCHOOL AND
ANR

.....Appellants

Through: Mr. Romy Chacko, Sr. Advocate with
Mr. Rahat Bansal, Adv.

versus

SANDEEP DAHIYA AND ANR

.....Respondents

Through: Mr. Viraj Datar, Sr. Advocate with
Ms. Neha Warriar, Mr. Jeevesh
Mehta and Mr. Srikant Singh, Adv.
for No. 1.

CORAM:

HON'BLE MR. JUSTICE DINESH MEHTA

HON'BLE MR. JUSTICE VIMAL KUMAR YADAV

JUDGMENT (ORAL)

DINESH MEHTA, J.

1. The instant appeal is directed against the Judgment dated 21.05.2025 passed by the learned Single Judge, allowing the writ petition filed by the Respondent No. 1, directing the Appellants to consider the Respondent No.1 in continuous service with all consequential benefits while quashing the Order dated 12.06.2024, whereby the Petitioner - Principal of the School was transferred from Poorna Prajna Public School, Vasant Kunj, **New Delhi** – 110070 [“PPPS-VK”] to Poorna Prajna Education Centre Sangameshwarpet, **Chikmagalur, Karnataka** [“PPEC”].

2. While quashing the impugned Order, learned Single Judge found that



once an employee is appointed under any school run by society in Delhi, his service conditions are governed by Delhi School Education Act, 1973 [“Act of 1973”], and Rules framed thereunder and by virtue of impugned transfer order, he shall be deprived of the protection which are granted by the Act of 1973 and therefore held the order to be illegal and contrary to his terms of service.

3. Learned Senior counsel for the Appellants firstly, invited Court’s attention towards the terms and conditions of the offer of promotion dated 23.04.2012 of the Respondent No. 1, and submitted that as per the terms of the aforesaid order, Respondent No. 1 was subjected to transfer and therefore, he could be transferred to any school run by the appellant society.

4. A question regarding maintainability of the writ petition was raised by learned Senior counsel for the Appellants *inter-alia* contending that the Appellant-school, in which the Respondent No. 1 was appointed, is purely an unaided private school and therefore, neither any writ could be issued, nor could the transfer order governing the service conditions be quashed.

5. In support of his contention aforesaid, learned Senior counsel for the Appellants relied upon recent judgment of Hon’ble the Supreme Court in the case of **St. Mary’s Education Society and Another vs. Rajendra Prasad Bhargava and Others**, reported in (2023) 4 SCC 498 and submitted that in light of the adjudication made by Hon’ble the Supreme Court, no writ can be issued against a private school.

6. Mr. Chacko, learned Senior counsel further submitted that while dealing with the issues of law involved, Hon’ble the Supreme Court in the aforesaid judgment has clearly laid down that when there is an element of



public duty involved, writ court can perhaps interfere, but when it comes to a dispute governing a private contract including contract or alleged breach of employer-employee relationship is involved writ cannot be issued.

7. In light of the judgment in **St. Mary's Education Society (Supra)**, learned Senior counsel argued that the terms of employment is purely a contractual matter between the employer and employee and therefore, no writ could be issued by the learned Single Judge, more particularly, when the Respondent No.1's appointment order itself stipulated a clear provision to the effect that the Respondent No.1 can be transferred to any school run by the society.

8. Learned counsel for the Appellants argued that in any case, the school in which the Respondent No. 1 has been transferred, is also run by the society and question of change of employer does not arise and hence, on merit as well, learned Single Judge erred has in interfering and setting aside the transfer order impugned before him.

9. Learned Senior counsel for the Respondent No.1, on the other hand, argued that learned Single Judge has committed no error of law, in interfering with the matter, which apparently appears to be lying in the private dispute in which, usually writ petition is not held to be maintainable.

10. He, however, submitted that the judgment so cited by the Appellant so also the different judgments of Hon'ble the Supreme Court which deal with the schools of societies registered under other State shall not apply, because of the special provision contained in the Act of 1973.

11. Learned Senior counsel for the Respondent No. 1 also invited Court's attention towards Para No.10 of the impugned judgment, wherein the stand



of Director of Education had also noted, viz., ‘an employee of the school governed by Act of 1973, cannot be transferred outside Delhi’.

12. Inviting Court’s attention towards Chapter IV of the Act of 1973, more particularly, Section 8 to 12, learned Senior counsel argued that Chapter IV unequivocally make provisions regarding terms and conditions of the service of the employees of recognized private schools and also provides mechanism for protection of their rights flowing from the Act of 1973.

13. Learned Senior counsel for Respondent No.1 further submitted that judgment, which learned Senior counsel for the Appellant has cited, is not applicable in the facts of the present case, more particularly, in view of the protected umbrella given under the Act of 1973.

14. Mr. Datar, learned Senior counsel invited Court’s attention towards the judgment passed by Division Bench of this Court in the case of **Jitender Singh Tyagi vs. Director of Education and Ors.**, reported in (2009) 157 DLT 589 and submitted that issue of maintainability of the writ petition even in the case of transfer has been dealt with in detail by the Division Bench, wherein the Division Bench has held the writ petition to be maintainable by clearly holding that a teacher or employee employed in any of the society of NCT of Delhi, which is governed by the Act of 1973, cannot be transferred, because such transfer takes away the rights which the employee is entitled to because of the provisions contained in the Act of 1973 and Rules framed thereunder.

15. He further submitted that learned Single Judge has relied upon the Division Bench judgment and has held that the writ petition is maintainable



and so long as the Division Bench judgment in the case of **Jitender Singh Tyagi (supra)** operates, the view taken by learned Single Judge cannot be faulted with.

16. Heard learned Senior counsel for the parties and perused the record including the judgment cited at the Bar.

17. At the first instance, this Court also felt that how a writ can be issued in the case of a contractual matter of an employee who had been employed by an unaided society, but when the matter was examined bit more, particularly in light of the provisions of Chapter IV of the Act of 1973 and the judgment of Division Bench in the case of **Jitender Singh Tyagi (supra)**, the clouds of doubt disappeared.

18. The provisions contained in Chapter IV, more particularly Section 8 to 12 *ibid*, make it clear that not only the school even the terms and conditions including salary and allowances of its employees are governed by the Act of 1973. Hence, if an employee is transferred out of the NCT of Delhi, the shield or the protection to this service condition available to him extinguishes or gets wiped out. Hence, since the respondent has been transferred in Karantaka, he shall be governed by the laws prevailing in the State of Karnataka and not by the Act of 1973. Therefore, maybe, the employer would remain the same, but the salary and other benefits, which are available and governed by the Act of 1973, would cease to continue. Oppugned act of the Appellant in shunting the Respondent out of Delhi, would therefore, act detrimental to his rights and be violative of his fundamental rights and would be contrary to Act of 1973.

19. So far as judgment of Hon'ble the Supreme Court cited by learned



counsel for the Appellant is concerned, the same is clearly distinguishable on facts, more particularly, because the aforesaid case did not emanate from a school or society, situate in the NCT of Delhi, where the Act of 1973 applies.

20. Finding a significant distinguishing feature in relation to the school and employee's service condition, being governed by the Act of 1973, we are of the view that the judgment of Hon'ble the Supreme Court, which deals with the general law, shall not be applicable in the facts peculiar to the present case.

21. So far as the clause in the appointment order, namely, stipulation regarding transfer is concerned, according to us, yes, the Respondent No. 1 can well be transferred, however, such transfer has to be within NCT area and not out of the NCT of Delhi.

22. As a consequence of the discussion foregoing and in view of the Division Bench judgment in the case of **Jitender Singh Tyagi (supra)**, we are of the view that the appeal lacks merit. The same is thus hereby dismissed.

23. Needless to observe that neither our order nor the order of learned Single Judge shall come in the way of the appellant society if it proposes to transfer him within the NCT of Delhi, in a school governed by Act of 1973, however, in accordance with applicable law.

DINESH MEHTA, J

VIMAL KUMAR YADAV, J

NOVEMBER 14, 2025/akc