

HIGH COURT FOR THE STATE OF TELANGANA AT HYDERABAD

**THURSDAY, THE EIGHTH DAY OF JANUARY
TWO THOUSAND AND TWENTY SIX**

PRESENT

**THE HONOURABLE THE CHIEF JUSTICE SRI APARESH KUMAR SINGH
AND
THE HONOURABLE SRI JUSTICE G.M. MOHIUDDIN**

WRIT APPEAL NO: 5 OF 2026

Writ Appeal under clause 15 of the Letters Patent Against Order Dated 17/06/2025 in WP No 3878 of 2023 on the file of the High Court.

Between:

1. The State of Telangana, Rep. by its Principal Secretary, Higher Education Department, Secretariat, Hyderabad.
2. The Commissioner of Collegiate Education Education, State of Telangana, Nampally, Hyderabad.
3. The Regional Joint Director of Collegiate Education, Warangal, Warangal District.
4. The Principal, Government Degree College, Chandur, Nalgonda District

...APPELLANTS

AND

A. Dhana Murthy, S/o A.Ashaiah, Aged about 55 years, Occ. Contract Lecturer in Political Science, Government Degree College, Chandur, Nalgonda District.

...RESPONDENTS

IA NO: 2 OF 2026

Petition under Section 151 CPC praying that in the circumstances stated in the affidavit filed in support of the petition, the High Court may be pleased to suspend the orders passed in WP No 3878 of 2023 dated 17-06-2025 by the Learned Single Judge, during the pendency of the appeal.

**Counsel for the Appellant : SRI SANTHAPUR SATYANARAYANA RAO,
GP FOR SERVICES I**

**Counsel for the Respondents: SRI K.LAXMAIAH, rep.,
SRI V.BRAHMAIAH CHOWDARY**

The Court made the following: JUDGMENT

**IN THE HIGH COURT FOR THE STATE OF TELANGANA
AT HYDERABAD**
THE HON'BLE THE CHIEF JUSTICE SRI APARESH KUMAR SINGH
AND
THE HON'BLE SRI JUSTICE G.M.MOHIUDDIN

WRIT APPEAL No.5 of 2026

DATE: 08.01.2026

BETWEEN:

The State of Telangana,
rep. by its Principal Secretary
and 3 others

....Appellants

AND

A.Dhana Murthy.

....Respondent

JUDGMENT

Heard Sri Santhapur Satyanarayana Rao, learned Government Pleader for Services-I appearing for the appellants and Sri K.Laxmaiah, learned counsel representing Sri V.Brahmaiah Chowdary, learned counsel for the respondent and perused the record.

2. The present writ appeal is filed under Clause 15 of the Letters Patent, is directed against the final order dated 17.06.2025 passed by the learned Single Judge in W.P.No.3878 of 2023, whereby the writ petition filed by the respondent herein was disposed of with a direction to the second appellant to reconsider the respondent's request for re-engagement as a Contract Lecturer in Political Science,

against any existing vacancy either in the fourth appellant's College or in any nearby institution at Suryapet, strictly in accordance with law.

3. The factual matrix of the case is that the respondent was appointed as a Contract Lecturer in Political Science in 2001 pursuant to a due selection process, and his engagement was periodically renewed till 31.03.2017. The appellants did not renew his contract for the academic year 2017-18, citing irregular attendance between 21.10.2016 and 20.02.2017 and his non-availability in April 2017, allegedly causing academic disruption. The respondent, however, asserts that his absence was due to serious illness supported by medical certificates, and that though he reported for duty on 25.04.2017, he was not permitted to resume duties.

4. Aggrieved by the non-renewal, the respondent submitted representations seeking re-engagement. Pursuant to directions issued by this Court in W.P. No. 1915 of 2019, his representation dated 03.03.2018 was considered and rejected by the Commissioner of Collegiate Education (2nd appellant) by order dated 18.04.2019. Challenging the said rejection, the respondent filed W.P. No. 3878 of 2023, wherein, by interim order dated 10.02.2023, the learned Single Judge directed the appellants to consider his case for re-engagement against any existing vacancy in or around Suryapet, without

reference to the earlier rejection, keeping in view his long service and absence of adverse record.

5. In compliance, the 2nd appellant passed a speaking order dated 14.06.2023 reiterating the grounds of alleged absence and non-availability of vacancies, and again rejected the respondent's request. The learned Single Judge, finding the order to be mechanical and passed without due consideration of the respondent's long and unblemished service, disposed of the writ petition by issuing the directions now under challenge in the present appeal.

6. The learned Government Pleader raised the following contentions:

- i. That the impugned order is contrary to the Government Memos dated 08.12.2016 and 17.01.2018, which categorically stipulate that proposals for re-engagement of disengaged contract lecturers, particularly after a considerable lapse of time and post-bifurcation (re-organisation of the State of A.P.) are not to be entertained.
- ii. That the direction issued by the learned Single Judge travels beyond the scope of the relief sought in the writ petition, which was confined to re-engagement of the respondent only in the 4th appellant's college.
- iii. That the learned Single Judge failed to appreciate that the respondent was irregular in attending duties during the relevant period and that, in any event; no contract lecturer vacancies were available for re-engagement.

- iv. That the engagement of contract lecturers is governed by the procedure prescribed under G.O.Ms.No.142, dated 09.10.2000, and the impugned direction overlooks the mandatory nature of the said procedure.
 - v. That the direction to consider the respondent against vacancies of "Guest Faculty" is legally impermissible, as the posts of Contract Lecturer and Guest Faculty are distinct, governed by different norms, and are not interchangeable.
7. *Per contra*, the learned counsel appearing for the respondent supported the order of the learned Single Judge and contended that the order of the learned Single Judge was a well reasoned order which did not warrant any interference by this Court.
8. We have taken note of the respective contentions urged and the material on record.

Analysis and finding

9. It is pertinent to note that the learned Single Judge proceeded on the premise that the respondent's 16 years of service created a right, or at least a legitimate expectation, of re-engagement. This approach is legally untenable. The engagement of a Contract Lecturer is, by its very nature, temporary, contractual, and co-terminus with the academic session, conferring no right to renewal or continuity. The Hon'ble Supreme Court in **Secretary, State of**

Karnataka v. Umadevi¹, has held that contractual or temporary service does not ripen into an enforceable right. Reliance on length of service to override the explicit terms of engagement is therefore contrary to settled law.

10. It is to be noted that the Doctrine of Legitimate Expectation cannot be invoked to compel a public authority to act contrary to its policy or governing norms. The Government Memos dated 08.12.2016 and 17.01.2018 expressly prohibit re-engagement of disengaged contract lecturers after a prolonged gap, particularly in the post-bifurcation context. These policy decisions, taken in administrative interest, bind the appellants and were not accorded due weight by the learned Single Judge.

11. Judicial review under Article 226 is confined to examining the legality of the decision-making process and not the merits of the decision itself. The reasons for non-renewal and unauthorized absence and its adverse impact on academic functioning fall squarely within the realm of administrative and academic discretion. By characterizing the speaking order dated 14.06.2023 as “mechanical,” the learned Single Judge effectively re-appreciated facts and substituted his own assessment for that of the competent authority, which is impermissible, as held in **Tata Cellular v. Union of India**².

¹(2006) 4 SCC 1

² (1994) 6 SCC 651

12. The direction to consider the respondent for vacancies in institutions “nearby Suryapet” was beyond the scope of judicial review and the relief sought. Engagement of Contract Lecturers is governed by G.O.Ms.No.142 dated 09.10.2000, which mandates a prescribed selection process through a Three-Man Committee which cannot be bypassed.

13. It is to be noted that the reliance placed by the learned Single Judge on vacancies of “Guest Faculty” is legally unsustainable. The posts of Contract Lecturer and Guest Faculty are distinct cadres governed by separate norms relating to recruitment, qualifications, remuneration, and tenure. Directing consideration of the respondent for a cadre governed by different rules, for which the respondent neither applied nor was considered, is legally impermissible and is prejudicial to other eligible candidates.

14. It will not be out of context to note that the respondent’s engagement ended in March 2017, and his first representation was made in March 2018, and the writ petition was filed only in 2023. The unexplained and inordinate delay was not considered by the learned Single Judge, though it constitutes an independent ground to decline discretionary relief under Article 226 of the Constitution. The claims arising out of contractual engagements cannot be agitated after such prolonged lapse, as it unsettles settled administrative arrangements.

Conclusion

15. For the foregoing reasons, we hold that the learned Single Judge committed an error in granting relief to the respondent, contrary to the settled principles governing judicial review, and in overlooking the delay and laches attributable to the respondent.

16. In this regard, the order dated 17.06.2025 passed by the learned Single Judge in W.P. No. 3878 of 2023 is hereby set aside, and the said writ petition stands dismissed.

17. Accordingly, the Writ Appeal is allowed. No order as to costs.

As a sequel, miscellaneous petitions, pending if any, stand closed.

SD/-K.SHYLESHI
JOINT REGISTRAR

//TRUE COPY//

SECTION OFFICER

To,

1. Two CCs to GP FOR SERVICES I, High Court for the State of Telangana. [OUT]
2. One CC to SRI V.BRAHMAIAH CHOWDARY, Advocate. [OPUC]
3. Two CD Copies.

BSK

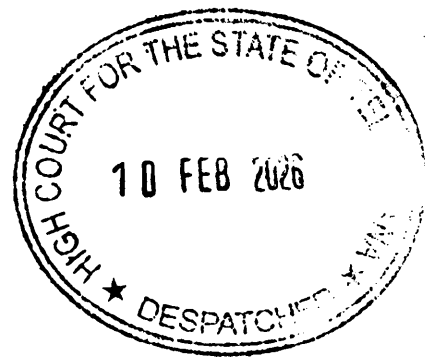
PMK

HIGH COURT

DATED:08/01/2026

JUDGMENT

WA.No.5 of 2026



**ALLOWING THE WRIT APPEAL
WITHOUT COSTS**

Gmt
29/1/26