

APHC010149722018



**IN THE HIGH COURT OF ANDHRA PRADESH
AT AMARAVATI
(Special Original Jurisdiction)**

[3333]

THURSDAY, THE THIRTIETH DAY OF APRIL
TWO THOUSAND AND TWENTY SIX

PRESENT

THE HONOURABLE SMT JUSTICE V.SUJATHA

WRIT PETITION NO: 6608 OF 2018

Between:

1.P.VIDHYA LATHA REDDY,, AGED ABOUT 40 YEARS, WORKING AS
ASST. MANAGER (ADMN.) DIVISIONAL OFFICE, TIRUPATHI
CHITTOOR, DISTRICT, A.P.

...PETITIONER

AND

1.THE STATE OF A P, REP. BY ITS SECRETARY (TOURISM DEPT.)
YOUTH ADVANCEMENT, TOURISM AND CULTURE DEPT, A.P.
SECRETARIAT ,AMARAVATHI, GUNTUR DISTRICT ANDHRA
PRADESH

2.A P TOURISM DEVELOPMENT CORPORATION LTD, REP. BY ITS
CHAIRMAN AND MANAGING DIRECTOR, D.NO. 55-17-2 TO 4, 5TH
FLOOR, STALIN CORPORATE, INDUSTRIAL ESTATE,
VIJAYAWADA-520007,A.P.

3.THE DIVISIONAL MANAGER, A. P. TOURISM DEVELOPMENT
CORPORATION LTD., ROOM. NO.. 5 AND 6, B-BLOCK, ILND
FLOOR, SRIDEVI COMPLEX,TILAKRAOD, TIRUPATI, CHITTOOR
DISTRICT, A.P.

...RESPONDENT(S):

Petition under Article 226 of the Constitution of India praying that in the circumstances stated in the affidavit filed therewith, the High Court may be pleased to issue or direction, more particularly, one in the nature of writ of Mandamus, a) to declare the action of the respondent no.2 and respondent

No.3 in not extending the period on par with the other employees of corporation as illegal, arbitrary and contrary to law and also. b).declare the action of respondents in not sanctioning the medical leave for the period 8.2.2017 to 7.6.2017 and maternity leave from 8.6.2017 to 22.11.2017 as illegal and arbitrary c).and further declare the action of respondents in not paying salaries for the maternity period from 8.6.2017 to 22.11.2017, as illegal. d). and further declare that non-payment of salaries from 23.11.2017, as illegal, arbitrary and contrary to law. e). and further declare that non-reimbursement of Delivery charges claimed through Mediclaim as the petitioner was covered under Corporation Mediclaim Policy. f).and pass such other order or orders.

IA NO: 1 OF 2018

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 proceedings APTDC/Admn/P2/5/2017, dated 02.01.2018 to enable the petitioner to continue in the 2nd respondent corporation, in the interest of justice, pending disposal of the above writ petition and pass such other orders.

Counsel for the Petitioner:

1.BHANU PRIYA G

Counsel for the Respondent(S):

1.GP FOR TOURISM(AP)

2.SRINIVASULA REDDY VAJRALA SC FOR APTDC Ltd

The Court made the following Order:

THE HONOURABLE SMT JUSTICE V.SUJATHA**WRIT PETITION NO: 6608 OF 2018****ORDER:**

The present Writ Petition is filed questioning the action of the Respondent Nos.2 and 3 in not extending the period of contract on par with other employees of corporation and also not sanctioning the medical leave for the periods from 08.02.2017 to 07.06.2017 and maternity leave also non-payment of salary for the periods from 08.06.2017 to 22.11.2017 as illegal and arbitrary.

2. The precise of the case of the Petitioner is that she was appointed as Assistant Manager (Administration), vide proceedings in Rc.No.APTDC/Admn/Dy.M(E)/122/2005, dated 13.08.2005 for a period of 3 years on consolidated remuneration of Rs. 8,000/- per month on contract basis. The said contract period has been extended from time to time basing on the report submitted by the Divisional Manager concerned up to 31.12.2016. Prior to completion of contract period i.e 05.03.2016, the Petitioner has applied for medical leave from 05.10.2016 to 07.02.2017 i.e for a period of 4 months as she was conceived. The said leave application was sanctioned by the Respondent No.2, vide proceedings dated 02.02.2017 without payment of remuneration. On 08.02.2017 as the Doctors have advised her to take bed rest to avoid miscarriage, she applied for medical leave from 08.02.2017 to 07.06.2017, the same was forwarded by Respondent No.3 on 31.10.2017. On 23.11.2017 after completion of her maternity leave, the Petitioner submitted a joining

report and returned back to her duties with the approval of the Respondent No.2, who in turn referred the same by reiterating all the instances happened during that period. As the Petitioner was not paid any salary during her maternity leave, she made a representation dated 05.12.2017, requesting for payment during maternity leave as well as payment during the period, which she has worked from 23.11.2017.

3. While the matter stood thus, the Respondent No.1 issued impugned proceedings, dated 02.01.2018 duly informing the Petitioner that her contract has expired on 31.12.2016 and no further orders were issued with regard to further continuation and no further contract agreement has been executed from 01.07.2017 onwards and deemed that she was relieved from the duties. The said proceedings was communicated to the Petitioner on 08.01.2018.

4. However, the grievance of the Petitioner in the present Writ Petition is that the Petitioner was not paid any salary during her maternity leave or after rejoining the duty from 23.11.2017 to 08.01.2018.

5. On perusal of the above facts, it can be understood that the Petitioner having accepted the conditions imposed by the Respondents while granting medical leave on loss of pay, this Court is of the opinion that the Petitioner is not entitled for any payment during maternity leave. But, however the Petitioner has resumed the duty on 23.11.2017, which was also accepted by the Respondent No.3, subject to approval of the Respondent No.2. However, it appears that the Petitioner has continued in the service from 23.11.2017 to

till the date of relieving i.e on 02.01.2018, which in fact was served on the Petitioner on 08.01.2018. In view of the same, this Court is of the opinion that the Petitioner is entitled for salary for the period from 23.11.2017 to 08.01.2018.

6. Accordingly, the Writ Petition is disposed of, while directing the Petitioner to submit representation afresh to the Respondents requesting to pay the salary for the period from 23.11.2017 to 08.01.2018, within a period of two (02) weeks from the date of receipt of a copy of this order. On such submission, the Respondents No. 2 and 3 shall consider the same and pay salary to the Petitioner in terms of contract agreement of the year 2016 and as per rules in vogue, within a period of four (04) weeks thereafter. However, the Respondents are at liberty to take back the Petitioner into service, in accordance with existing rules, if they require her services. There shall be no order as to costs.

Pending miscellaneous applications, if any, shall stand closed.

JUSTICE V.SUJATHA

Date: 30.04.2026

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