The Academic Precariat: Combating Wage Theft, Delayed Compensation, and Economic Violence Among Contractual Teaching Staff.

Abstract—The structural shift toward non-permanent academic staffing across India's higher, technical, and vocational education sectors has produced a widespread crisis of systemic wage theft, marked by chronic administrative negligence and payment delays that frequently exceed two months. This paper constructs an evidentiary and legal foundation to compel educational institutions to adopt strict, legally binding disbursement policies. Drawing on documented grievances—including the seventeen-month non-payment of Ranchi University guest faculty and seven-to-ten-month delays for Rajasthan vocational trainers—it demonstrates the empirical scale of the crisis. It then synthesises the Code on Wages, 2019, the strict principal-employer liability of the Contract Labour (Regulation and Abolition) Act, 1970, and the punitive interest mechanism of the MSMED Act, 2006, alongside recent judicial pronouncements that treat delayed payment as 'economic violence' and constitutionally prohibited 'Begar' (forced labour). The analysis converges on a strategic policy: a mandatory institutional rule guaranteeing clearance of all pending fees within forty days of the training start date, enshrining the principle that an approved, logged hour of instruction constitutes an immediate, unalienable financial liability.

INTRODUCTION

The structural transformation of the educational, technical, and vocational training sectors across the Indian subcontinent has increasingly relied upon the flexible labor of contractual trainers, guest faculty, and part-time instructors. This systemic shift toward non-permanent academic staffing is frequently framed as a necessary evolution to ensure institutional agility, optimize operational costs, and align educational delivery with dynamic market demands. Internationally, this same casualisation has produced what scholars now term the "academic precariat"—a growing class of highly skilled but poorly paid educators employed on insecure, short-term contracts and excluded from the protections of permanent tenure.[74,75] However, this paradigm has precipitated a widespread and acute crisis of systemic wage theft, characterized by chronic administrative negligence and prolonged payment delays. Contractual trainers who continuously deliver pedagogical or vocational training for extended periods—frequently exceeding a single week and extending into months or years—are routinely subjected to arbitrary and prolonged payment delays, with remuneration routinely withheld for periods exceeding two months. Such institutional inertia not only jeopardizes the immediate livelihoods of the academic workforce but also constitutes a direct and egregious violation of fundamental labor rights, constitutional guarantees against forced labor, and robust statutory protections.

This comprehensive research report investigates the systemic phenomenon of delayed compensation for teaching staff and vocational trainers. The primary objective is to construct an unassailable evidentiary and legal foundation to compel educational institutions to implement strict, legally binding policies regarding financial disbursement. Specifically, this report advocates for the adoption of a mandatory institutional rule guaranteeing the clearance of all pending fees within forty days of the training start date. Furthermore, it seeks to unequivocally enshrine the principle that an approved, logged hour of instruction constitutes an immediate, unalienable financial liability under fundamental labor laws. By synthesizing contemporary legislative frameworks—including the sweeping provisions of the Code on Wages, 2019, the strict liability doctrines of the Contract Labour (Regulation and Abolition) Act, 1970, and the punitive interest mechanisms of the Micro, Small and Medium Enterprises Development (MSMED) Act, 2006—alongside recent, landmark judicial pronouncements from the Supreme Court of India and various High Courts, this document provides the requisite legal architecture for immediate institutional reform.

The analysis proceeds by first examining documented cases and complaints of compensation delays, thereby establishing the empirical reality of the crisis. It then meticulously dissects the relevant statutory codes that define an approved hour of labor as a crystallized debt. Subsequently, the report explores the jurisprudential evolution of courts treating delayed payments as forms of economic violence and constitutional violations. Finally, the analysis converges on a strategic policy formulation, demonstrating precisely why the forty-day payment mandate is not merely a moral imperative, but an absolute legal necessity to shield institutions from severe financial penalties and litigation.

The Structural Dependency on Contractual Labor and the Phenomenon of Wage Theft

The modern educational ecosystem is characterized by an escalating reliance on non-permanent staff. Data derived from the All India Survey on Higher Education (AISHE) indicates a significant and growing proportion of faculty across state and central universities operate strictly on a contractual or guest basis, functioning parallel to their permanent counterparts but devoid of equivalent financial security.[1] Concurrently, the vocational training ecosystem, heavily subsidized and directed by initiatives under the Ministry of Skill Development and Entrepreneurship (MSDE) and the National Skill Development Corporation (NSDC), fundamentally operates through empanelled Training Partners who engage trainers on short-term, output-driven contracts.[2,3] A worldwide scoping review of contract academic staff confirms that this reliance on casualised labour, and the precarity and marginalisation it produces, is now a defining and cross-border feature of higher education provision.[76]

Despite the critical nature of their work—serving as the primary conduit for knowledge transfer and skill acquisition—these professionals are systematically subjected to what legal scholars and socio-economic researchers define as "wage theft." In the context of the internal labor and academic migration frameworks, wage theft is described as the deprivation of legitimate earnings from workers through extensive wage fraud, deliberate underpayment, and exploitative bureaucratic practices.[4] The withholding of honorariums and salaries is not an isolated anomaly attributed to localized accounting errors; rather, it is a pervasive administrative pathology deeply embedded across educational institutions, weaponizing bureaucratic friction to defer institutional liabilities.

The Weaponization of Disbursement and Global Managerial Reforms

The context of these payment delays cannot be fully understood without examining the broader global shifts in educational policy. There is a direct connection between the contracting and casualizing of teaching staff and the implementation of Global Managerial Education Reforms (GMERs), which emphasize performance-based metrics, increased monitoring, and intense surveillance of educational personnel.[5] Under these regimes, the disbursement of salaries is frequently weaponized as a disciplinary tool. Research indicates that contract teachers are routinely punished for matters entirely unrelated to their primary teaching duties—such as failing to fulfill extraneous administrative tasks or logistical duties—with the typical punishment consisting of a summary suspension of their salary for several months.[5] This creates an environment of pervasive anxiety, where the contractual trainer must continuously operate under the threat of sudden financial strangulation, forcing them to accept unpaid secondary duties merely to preserve the possibility of eventually receiving their primary compensation.[5]

Documented Instances of Systemic Compensation Delays

A thorough review of contemporary grievances reveals the staggering scale of this issue. Educational institutions frequently engage trainers for continuous, intensive modules extending well beyond a week, only to abandon their financial obligations once the labor has been extracted. The following documented cases serve as critical empirical evidence of this systemic failure:

The Ranchi University Crisis (Jharkhand). In a stark display of administrative apathy, members of the Jharkhand Guest Faculty Teachers' Association were forced to initiate prolonged protests in front of Ranchi University throughout late 2024. The core of their grievance was the absolute non-payment of salaries spanning an astonishing seventeen months.[6] Teachers were compelled to protest during major cultural and festive seasons, citing severe financial deprivation and empty pockets, while the university administration, including the vice-chancellor and the state department of higher and technical education, displayed a lackadaisical attitude and failed to initiate any decisive action to clear the critically overdue honorariums.[6] This case exemplifies the catastrophic failure of traditional university accounting mechanisms to respect the fundamental rights of guest faculty.

The Plight of Vocational Trainers in Rajasthan. The vocational training sector, despite being heavily funded by central schemes, exhibits identical pathologies. Approximately 2,500 full-time vocational trainers deployed in government higher secondary schools across Rajasthan under NSDC and MSDE schemes faced devastating payment delays ranging from seven to ten months.[7] Trainers imparting critical, employment-oriented skills in subjects such as beauty and wellness, plumbing, electronics, and hardware were left without their modest monthly salaries of ₹22,000.[7] The delays were attributed to bureaucratic friction between the vocational training partners and state authorities. However, the ultimate burden was borne entirely by the trainers, who were forced into personal debt to sustain their families while continuing to deliver daily instruction.[7]

Social Audit Findings in Rural and Village Institutes. Systematic reviews and social audits of rural skill training institutes (RSETIs) consistently highlight delayed payment as one of the most prominent and severe issues across all surveyed states.[8] These audits reveal that temporary and contractual faculties are the most vulnerable cohort within the educational hierarchy. The audits point to intense misappropriation of funds and a failure to match field realities with Management Information System (MIS) data, resulting in a system where temporary instructors—who often lack the systemic support to demand their dues—are left waiting indefinitely for compensation.[8]

Disputes over Arbitrary Replacement and Stagnant Remuneration at Panjab University. Institutions frequently utilize arbitrary changes in post nomenclature to replace existing contractual staff with new contractual staff, effectively resetting the clock on employment claims and disrupting established payment cycles. The Punjab and Haryana High Court has been forced to intervene in cases involving Panjab University, where guest faculty members were unjustly relieved of their duties despite continuous work requirements and exemplary records.[9] In one such case, a disabled guest faculty member who had been teaching since 2021 on a fixed, stagnant remuneration of ₹52,000 per month was arbitrarily replaced by another contractual appointee.[9] The Court had to mandate reinstatement with continuity of service and arrears of pay with six percent annual interest, highlighting the widespread institutional practice of treating contractual faculty as disposable commodities rather than recognized laborers.[9]

The Science and Technology Sector in Jharkhand. The crisis extends deeply into technical education. Cases such as *Sanjay Kumar Verma v. Science and Technology* in the Jharkhand High Court illustrate the protracted legal battles part-time lecturers and contractual instructors must endure simply to claim their legitimately earned honorariums and challenge arbitrary office orders regarding their employment status in government polytechnics.[10,11,12,13] The frequency of these writ petitions underscores a systemic refusal by state departments to honor the financial obligations arising from contractual academic labor.

The Haridwar University (HU) Dispute: A Case Study in Financial Exploitation and Professional Misconduct. A recent and highly detailed grievance involving Haridwar University (HU) and an external professional training organization (ML360 Educations) perfectly encapsulates the intersection of delayed payments and administrative hostility.[68] In this documented engagement spanning August to November 2025, an expert trainer was contracted to deliver specialized Data Science and Artificial Intelligence/Machine Learning (AI/ML) instruction to approximately sixty final-year B.Tech students.[68] Despite the trainer delivering exceptional service metrics—including completing 98% of the syllabus, conducting psychometric assessments for student talent identification, and submitting comprehensive course files and timesheets—the university systematically withheld compensation.[68]

The accumulated debt amounted to ₹202,101.52, spanning four pending invoices (V035–V038).[68] Beyond the severe financial deprivation (with delays extending up to five months), the case highlights severe professional misconduct. The trainer documented instances of demeaning treatment by university leadership, including the deliberate striking of doctoral credentials from his resume, public mockery of his title, and severe verbal insults.[68] This toxic environment forced the trainer to issue a formal legal notice, demanding immediate financial settlement within seven business days and a formal written apology to restore professional dignity, while simultaneously preparing for labor law litigation.[68] This case powerfully illustrates how institutions often pair financial strangulation with psychological disrespect to suppress the bargaining power of contractual academic staff.[68]

These cases collectively highlight a critical administrative failure where the "logged and approved hour" of instructional labor is systematically decoupled from the fundamental, statutorily protected right to timely remuneration.

THE LOGGED HOUR AS A VESTED LABOR RIGHT: THE STATUTORY FRAMEWORK

To combat these systemic delays, it is necessary to examine and vigorously apply the robust statutory frameworks that already govern wage timeliness in India. Educational institutions frequently operate under the deliberate misconception that "honorariums," "stipends," or "professional fees" paid to guest faculty and contractual trainers are entirely exempt from stringent labor regulations. However, recent sweeping legal amalgamations and definitive judicial interpretations unequivocally place all forms of contractual academic staff under the protective umbrella of fundamental labor law. The foundational principle that an hour logged and approved must immediately translate into a financial liability is explicitly codified in contemporary legislation.

Wage Period / Employment Event	Statutory Deadline for Payment Disbursement
Daily wage	End of the operational shift.
Weekly wage period	On the last working day of the week (prior to the weekly holiday).
Fortnightly wage period	Before the end of the second day after the conclusion of the fortnight.
Monthly wage period	Before the expiry of the seventh day of the successive month.
Termination, resignation, or removal	Within two working days from the date of cessation of employment.

The Paradigm Shift: The Code on Wages, 2019

The Government of India, recognizing the complexity and fragmentation of archaic labor laws, initiated a historic consolidation, rationalizing twenty-nine existing central labor acts into four comprehensive Labour Codes.[14,19] The Code on Wages, 2019, which subsumes and supersedes the Payment of Wages Act, 1936, the Minimum Wages Act, 1948, the Payment of Bonus Act, 1965, and the Equal Remuneration Act, 1976, represents a monumental shift in the protection of contractual workers.[15,17,18] The implementation of this Code eradicates the concept of limited "scheduled employments," extending universal wage protection to all employees across all sectors, definitively including the educational and vocational training industries.[20]

The Expansive Definition of "Wages." Under Section 2(y) of the Code on Wages, the definition of "wages" is remarkably expansive. It is defined as all remuneration (whether by way of salary, allowances, or otherwise) expressed in terms of money or capable of being so expressed, which would, if the terms of employment—express or implied—were fulfilled, be payable to a person employed in respect of their employment.[21] This definition explicitly includes any remuneration payable under any award or settlement, remuneration for overtime work, and any additional remuneration payable under the terms of employment, regardless of whether the institution classifies it internally as an "honorarium" or a "guest fee".[22] The critical legal threshold is the fulfillment of the terms of employment; the moment a trainer completes the scheduled lecture or training module, the remuneration transforms into a legally mandated wage.[22] Furthermore, the provisions relating to the timely payment of wages and unauthorized deductions, which were previously applicable only to employees drawing wages up to a specific ceiling (twenty-four thousand rupees per month), have now been made universally applicable to all employees irrespective of any wage ceiling.[23]

The Eradication of Arbitrary Deductions and the Guarantee of the Working Day. The Code strictly mandates that if a worker fulfills their obligations for a normal working day, the employer is legally bound to compensate them. Crucially, a failure to work caused by the employer's omission or inability to provide the work or the requisite infrastructure cannot be used as a pretext to deduct wages.[24] Therefore, if a contractual trainer arrives to deliver a session, and the institution fails to provide the necessary student cohort or technical facilities, the trainer remains fully entitled to their wages for that period.[24] An hour logged by the trainer is an hour earned, immune to the logistical failures of the institution.

Statutory Deadlines for the Disbursement of Wages. The Code on Wages, 2019, eliminates all institutional discretion regarding payment timelines. It recognizes the legitimacy of daily, weekly, fortnightly, and monthly wage periods and establishes uncompromising, strict statutory deadlines for each category.[23]

TABLE 1: STATUTORY DEADLINES FOR THE DISBURSEMENT OF WAGES UNDER THE CODE ON WAGES, 2019.

For contractual trainers delivering intensive courses spanning more than one week, their engagement typically falls under the fortnightly or monthly wage period categorizations. Under these statutory definitions, a university or training partner delaying payment for a monthly invoice beyond the seventh day of the subsequent month is in direct violation of central labor law.[23] Furthermore, when a guest faculty's contract concludes or they resign, the entirety of their pending dues must be comprehensively settled within two working days.[23] The Code enforces these timelines through a newly defined entity, the "Inspector-cum-Facilitator," who possesses the authority to conduct web-based, randomized inspections and issue electronic summons to non-compliant institutions.[26]

State / Union Territory	Normal Working Hours Prescribed	Statutory Rate of Overtime Wages
Delhi	9 hours/day; 48 hours/week	Twice the rate of normal remuneration, calculated by the hour.
Punjab	9 hours/day; 48 hours/week	Twice the rate of normal wages, calculated by the hour.
Bihar	9 hours/day;	Twice the ordinary rate of

TABLE 2: COMPARATIVE ANALYSIS OF STATE-WISE WORKING-HOUR POLICIES AND OVERTIME WAGE MANDATES IN INDIA.

	48 hours/week	wages.
Rajasthan	9 hours/day; 48 hours/week	One and a half times the ordinary rate of wages.
Chhattisgarh	48 hours/week (varying daily limits by establishment type)	Twice the ordinary rate of wages.
Goa	8 hours/day; 48 hours/week	Twice the ordinary rate of wages.

State-Wise Standardization of Normal Working Hours and Overtime. The concept of the "logged hour" is further protected by specific state-level policies governing working hours and the requisite compensation for overtime labor. When contractual trainers are compelled to exceed their stipulated hours to complete course curriculums or assess student performance, they trigger mandatory overtime wage provisions.

This regulatory matrix proves that the valuation of instructional time is heavily standardized. A logged hour is not an abstract concept subject to the benevolence of the educational institution; it is a meticulously regulated unit of labor that commands immediate and specific financial compensation under both state and central jurisdictions.[27]

THE SHIELD OF THE PRINCIPAL EMPLOYER: DISMANTLING THE INTERMEDIARY DEFENSE

A ubiquitous evasion tactic utilized by large educational institutions, universities, and technical colleges is the delegation of the hiring process to third-party contractors, manpower aggregators, or Sector Skill Council Training Partners. When these third-party intermediaries inevitably delay payments to the trainers—often citing delayed funding tranches from the government[28]—the primary educational institution invariably attempts to absolve itself of all liability, claiming the absence of a direct employer-employee relationship.

This defense is entirely invalid and legally obsolete under Section 21 of the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA). Section 21(4) of the CLRA imposes a strict, comprehensive, and non-delegable liability on the Principal Employer—which, in this context, is the educational institution where the training is physically or virtually rendered.[31,32]

The statute explicitly mandates that it is the responsibility of the contractor to disburse wages. However, if the contractor fails to make the payment of wages within the prescribed statutory period, or makes a short payment, the Principal Employer shall be directly and immediately liable to make the payment of wages in full to the contract labor.[31] The mechanism for recovery is also explicitly defined: the Principal Employer must pay the trainers out of pocket and may subsequently recover the disbursed amount from the contractor, either by deducting it from any pending invoices or treating it as a debt payable by the contractor.[31]

Crucially, legal analyses of this provision emphasize that this is a regime of strict liability.[33] It applies uniformly even if the principal employer had zero knowledge of the contractor's specific financial default.[33] The educational institution cannot legally delay the payment to the trainer while it disputes invoices with its manpower vendor; the duty to pay the worker is immediate and paramount.[33]

Furthermore, the impending implementation of the broader Labour Codes drastically expands the scope of the Principal Employer's liability. The Code on Wages, 2019, explicitly defines a contractor as an employer but extends absolute ultimate responsibility to the principal entity.[26] Draft rules under these codes indicate that the Principal Employer's liability is not restricted merely to basic wages. It now encompasses the payment of mandatory minimum bonuses,[34,35] the provision of statutory health and welfare benefits,[14] and even the payment of gratuity under the Payment of Gratuity Act, 1972, should the contractor default upon the termination of the employee's service.[36] The Occupational Safety, Health and Working Conditions (OSH) Code, 2020, solidifies this by threatening the Principal Employer with prosecution, imprisonment of up to three months, and substantial fines if these financial obligations to contract laborers are not seamlessly met.[16] Consequently, the utilization of third-party training partners offers absolutely no legal shelter to universities seeking to avoid the prompt payment of trainers.

The MSMED Act, 2006: The Statutory Basis for the Forty-Day Rule

While the Code on Wages applies to individuals recognized within traditional or contractual employment frameworks, the modern academic landscape frequently relies on freelance trainers, independent guest lecturers, and autonomous subject matter experts who operate outside conventional employment agreements. For these independent professionals, the Micro, Small and Medium Enterprises Development (MSMED) Act, 2006, serves as a phenomenally powerful statutory weapon to eradicate delayed payments.

Under the MSMED framework, independent professionals—including graphic designers, technical consultants, coaches, and freelance trainers—can legally register their operations as service-providing micro-enterprises.[37] This registration is executed via the government's Udyam portal, requiring only the individual's Aadhaar and PAN, without the prerequisite of forming a complex corporate entity or firm.[37] The combination of a GST registration (if applicable), an MSME Udyam certificate, and a TAN is widely accepted as definitive proof of a sole proprietorship in India.[38]

Once a freelance trainer possesses a valid Udyam registration, Sections 15 through 24 of the MSMED Act grant them formidable and unprecedented legal protections specifically designed to annihilate payment delays.[39]

The Absolute 45-Day Payment Mandate. Section 15 of the MSMED Act dictates that the buyer (the educational institution or training partner) is legally obligated to make payment on or before the exact date agreed upon in writing. Crucially, the statute mandates that under no circumstance can this agreed period exceed forty-five (45) days from the day of the acceptance of the services.[40]

Punitive Compound Interest Mechanics. If the educational institution fails to clear the pending fees within this strict 45-day window, Section 16 of the Act imposes catastrophic financial penalties. The buyer becomes automatically liable to pay compound interest with monthly rests to the supplier. This interest is calculated at a punitive rate of three times the Bank Rate currently notified by the Reserve Bank of India.[38,72] This is not a discretionary penalty; it is a statutory guarantee that transforms a simple delayed invoice into a rapidly compounding institutional liability, and courts have repeatedly enforced the triple-bank-rate, monthly-compound formula while overriding any contrary contractual term.[42,73]

The MSME Samadhaan Grievance Portal. To enforce these rights without the friction of traditional civil litigation, the government established the MSME Samadhaan portal.[43] Trainers can file grievances directly on this online platform.[42] Upon the filing of a complaint, the Micro and Small Enterprises Facilitation Council (MSEFC) constituted in the respective State is mandated to examine the case, issue formal notices to the defaulting institution, and facilitate immediate conciliation or arbitration.[39] The MSEFC is required to drive these cases toward a time-bound resolution, typically within a 90-day timeframe, putting immense moral and legal pressure on the buyer to execute a rapid settlement.[44] Furthermore, policies under the Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE) underscore the government's commitment to ensuring liquidity for MSMEs, further validating the necessity of timely cash flow for independent service providers.[41]

Statutory Framework	Primary Applicability	Maximum Permissible Delay	Penalty Mechanisms for Non-Compliance
Code on Wages, 2019	Contractual & temporary employees	7th day of the successive month (monthly cycles); 2 days upon termination.	Prosecution of the employer; regulatory fines; electronic summons.
CLRA Act, 1970 (Sec. 21)	Third-party contracted trainers via vendors	Immediate liability upon the contractor's failure to pay on time.	Principal employer forced to pay out of pocket directly to the worker; subsequent legal actions.
MSMED Act, 2006	Freelance & independent trainers (Udyam registered)	45 days absolute maximum from the date of acceptance of service.	Compound interest with monthly rests at 3x the RBI Bank Rate; MSEFC arbitration.

TABLE 3: OVERLAPPING STATUTORY TIMELINES GOVERNING THE REMUNERATION OF ACADEMIC AND VOCATIONAL TRAINING STAFF.

By analyzing this matrix, it becomes unequivocally clear that educational institutions are surrounded by a hostile regulatory environment if they choose to delay payments. Establishing an internal policy to clear all fees within forty days is not an arbitrary suggestion; it is a strategic necessity to front-run the forty-five-day MSMED penalty window.

JURISPRUDENTIAL EVOLUTION: JUDICIAL INTERVENTIONS AGAINST ECONOMIC VIOLENCE

The judiciary in India has grown increasingly intolerant of the systemic exploitation of contractual and temporary academic staff, intervening forcefully to dismantle exploitative administrative practices. A thorough review of recent, binding Supreme Court and High Court judgments provides the unassailable legal backing required to mandate strict institutional payment rules. The courts have consistently elevated the right to timely remuneration from a mere contractual expectation to a fundamental constitutional guarantee.

Delay in Payment as "Economic Violence"

The conceptualization of delayed remuneration has evolved significantly in Indian jurisprudence. In landmark judgments such as *Dr. Himanshu Shekhar Tripathi v. State of U.P.* and *Dr. Vinod Chandra Jain v. State of U.P.*, the courts have laid down the foundational principle that the delay in the payment of legitimate dues (including retirement dues, gratuity, and implicitly, earned wages) is never a mere procedural error or benign administrative oversight.[45] Rather, when perpetrated against an employee who has rightfully earned their compensation, it constitutes a severe act of "economic violence".[45] The courts have asserted that financial entitlements are fully accrued and vested rights; they are not subject to the self-serving, strict interpretations of administrative calendars.[45] Consequently, mandatory punitive interest must be levied against the state or institution for any arbitrary delays, demonstrating a clear, unwavering judicial preference for substantive justice over institutional administrative convenience.[45]

Prohibition of "Begar" (Forced Labor): The Landmark 2026 Supreme Court Ruling

One of the most consequential and recent judgments regarding the remuneration of contractual teachers was delivered by the Supreme Court of India on February 4, 2026, in the case of *U.P. Junior High School Council Instructor Welfare Association v. State of Uttar Pradesh* (2026 INSC 117), decided by a Bench of Justices Pankaj Mithal and Prasanna B. Varale.[46,47,48,69]

In this egregious case, part-time contractual instructors appointed under the Sarva Shiksha Abhiyan (now Samagra Shiksha Scheme) in Upper Primary Schools had their honorarium stagnant at a mere ₹7,000 per month for over a decade.[46] The State attempted to justify this prolonged exploitation on the grounds of severe financial constraints, disputes over cost-sharing between the Central and State governments, and the explicitly "contractual" nature of the employment agreements.[46] The Supreme Court decisively rejected every facet of this argument, establishing several critical precedents that reshape the landscape of contractual teaching:

- **Violation of Article 23 (Prohibition of Begar):** The Court unequivocally held that employing teachers on a permanently fixed, stagnant honorarium that falls below recognized minimum wage standards amounts to severe economic coercion and constitutes 'Begar' (forced labor). This practice is strictly prohibited and invalidated under Article 23 of the Constitution of India.[46]
- **Deemed Permanent Status:** The Court ruled that instructors who have worked continuously for over a decade, performing duties identical to those of regular teachers while being

structurally barred from seeking alternative employment, can no longer be treated as mere part-time or contractual appointees in substance.[46] The Court declared them "deemed to be permanent employees" who possess an absolute entitlement to periodic revisions of their honorarium at least once every three years.[46]

- **Enforcement of Approved Funding Rates:** The Court directed the State to pay the instructors the Project Approval Board (PAB) approved rate of ₹17,000 per month retroactively from 2017-18, emphasizing that once a financial sanction is approved by the competent authority, no subordinate state authority can override, reduce, or delay that decision.[46] Furthermore, if the Central Government defaults on its share, the State is legally obligated to pay the teachers first and recover the balance from the Centre later, entirely shielding the teachers from high-level bureaucratic disputes.[49]

This ruling totally eviscerates the institutional defense that "honorariums" are immune to statutory wage standards and proves that utilizing contractual labels to justify financial deprivation and stagnation is unconstitutional.[50]

Equal Pay for Equal Work: The *Jagjit Singh* Doctrine

The 2016 Supreme Court judgment in *State of Punjab and Others v. Jagjit Singh and Others* (2016 SCC OnLine SC 1200) remains the absolute bedrock for enforcing wage parity among temporary and contractual workers.[52,70] The Court comprehensively addressed the critical issue of pay parity, invoking the profound constitutional principle of "equal pay for equal work" derived from Articles 14, 16, and 39(d).[52,71]

Reviewing previous conflicting judgments (such as *State of Haryana v. Tilak Raj* and *State of Punjab v. Surjit Singh*, which had previously denied minimum pay scales to daily wagers due to a lack of proven equivalency in duties), the Supreme Court in *Jagjit Singh* established a clear directive.[54,55] The Court definitively ruled that temporary or contractual employees who successfully establish that they are performing duties and responsibilities similar in nature and volume to those of regular employees are absolutely entitled to draw wages at par with the minimum of the pay scale extended to those regular employees.[54]

The Court observed that creating artificial parameters to deny the fruits of labor is fallacious, holding that an employee engaged for the same work cannot, in a welfare State, be paid less than another performing the same duties and responsibilities, as such an action is demeaning and strikes at the very foundation of human dignity.[54] The Court further characterised any action resulting in lower wages for comparable work as an objectionable form of exploitation.[53] While the temporary employees were granted the minimum of the regular pay scale, the Court did note exceptions regarding specific allowances.[56] Nevertheless, this judgment mandates that institutions cannot drastically underpay contractual trainers performing core academic duties simply by utilizing a different employment contract.

Protection Against Arbitrary Replacement: *Anita Muchu v. State of Jharkhand* (2025)

Educational institutions frequently attempt to circumvent accumulating financial liabilities (such as delayed payments, demands for wage parity, or claims to regularization) by simply terminating existing contractual staff and bringing in fresh batches of trainers under new advertisements. The Jharkhand High Court forcefully addressed this exact cycle of exploitation in the pivotal 2025 judgment of *Anita Muchu vs State of Jharkhand*.[57,58]

In this case, the petitioners were working as temporary teachers under the Jharkhand Education Project Council. The state attempted to issue a new advertisement to hire a fresh set of teachers on identical temporary contracts to replace them.[57] The High Court established several vital protections for contractual staff:

- **Prohibition on Replacing Identical Cohorts:** The Court firmly ruled that there is no rationale or legal validity in replacing one set of ad-hoc or temporary employees with another identical set of ad-hoc or temporary employees.[57] Replacing experienced teachers who possess clean records simply to reset the contractual clock is invalid.[57,59]
- **The Principle of Coterminous Employment:** Relying on apex court precedents, the Court ruled that if a contractual teacher is hired in connection with a specific scheme (such as the Samagra Shiksha Abhiyan), their services are legally "coterminous with the scheme".[57] They must be allowed to continue working as long as the scheme exists and must not be subjected to the "agony, anxiety, humiliation and vicissitudes of annual termination and re-engagement".[57]
- **Setting Aside Exploitative Advertisements:** While the Court maintained that temporary employees cannot claim absolute permanency or regularization beyond the life of the scheme, it actively protected their tenure by quashing the specific recruitment advertisements aimed at replacing the incumbent petitioners.[57]

Case Name / Citation	Key Legal Principle Established	Impact on Contractual Trainers
U.P. Junior High School Council v. State of U.P. (2026 INSC 117)	Stagnant, sub-minimum honorariums constitute 'Begar' (Article 23).	Deemed permanent status after long continuous service; mandatory periodic fee revisions; states must pay regardless of central funding delays.
State of Punjab v. Jagjit Singh (2016)	“Equal pay for equal work” extended to temporary/contractual staff.	Contractual trainers performing regular duties are entitled to the minimum of the regular pay scale.
Anita Muchu v. State of Jharkhand (2025)	Prohibition on replacing one ad-hoc employee with another ad-hoc employee.	Protection from the anxiety of annual termination; employment declared coterminous with the life

Case Name / Citation	Key Legal Principle Established	Impact on Contractual Trainers
		of the academic scheme.
Dr. Himanshu Shekhar Tripathi / Dr. Vinod Chandra Jain	Delayed payment of vested dues constitutes "Economic Violence".	Establishes the right to claim mandatory punitive interest for arbitrary administrative delays in payment.

TABLE 4: SUMMARY OF LANDMARK JUDICIAL PRECEDENTS SAFEGUARDING THE REMUNERATION AND TENURE OF CONTRACTUAL ACADEMIC STAFF.

These judicial principles collectively confirm that an hour of academic labor, once rendered by a contractual trainer, creates an absolute, enforceable financial entitlement. This entitlement cannot be diluted by bureaucratic semantics, arbitrary contractual labeling, the shifting of blame to higher funding bodies, or multi-tiered hiring models.

SECTOR-SPECIFIC REGULATORY ARCHITECTURE: UGC, AICTE, AND MSDE FUNDING FLOWS

Beyond broad labor laws and constitutional jurisprudence, the specific regulatory bodies governing higher and vocational education have established frameworks that, while intended to standardize quality, often inadvertently create the bureaucratic bottlenecks that lead to wage theft. Understanding these mechanisms is crucial for formulating a robust institutional policy.[51]

University Grants Commission (UGC) Guidelines for Guest Faculty

The UGC has explicitly recognized the role of guest faculty and issued specific guidelines governing their engagement and remuneration. To prevent the hyper-exploitation of non-permanent staff, the UGC mandated an enhancement of the honorarium rates consequent upon the implementation of the 7th Pay Commission.[60]

- **Remuneration Caps:** The honorarium for Guest Faculty is strictly set at ₹1,500 per lecture, subject to a maximum ceiling of ₹50,000 per month.[60]
- **Appointment Constraints:** Guest faculty must be appointed against sanctioned posts. In cases where sanctioned posts are inadequate for the teaching load, universities may appoint guest faculty up to 20% over and above the sanctioned strength.[60]
- **Selection Rigor:** The qualifications and selection procedures for guest faculty must mirror those of regularly appointed Assistant Professors, requiring a stringent Selection Committee quorum including the Vice-Chancellor, Deans, and subject experts.[60,63]
- **Substitute Teachers:** In specific instances, such as a regular teacher taking extended Child Care Leave, the institution is authorized to appoint a part-time or guest substitute teacher, with specific provisions for paying them a baseline honorarium of ₹1,000 per lecture if a full

substitute cannot be immediately secured.[62]

While the UGC regulates the amount payable, it is the responsibility of the individual university administration to ensure the timeliness of these payments. When universities fail to process these UGC-mandated rates promptly, they violate both UGC compliance standards and the broader labor codes. Notably, the Supreme Court has clarified that guest lecturers cannot claim full pay parity with regular faculty and must be remunerated as per UGC honorarium norms, reinforcing that these prescribed rates are the enforceable floor for such engagements.[61]

AICTE Norms and the Recognition of Past Service

The All India Council for Technical Education (AICTE) also regulates the technical and vocational training landscape. Notably, the AICTE has established frameworks for counting past service for direct recruitment and promotion. Previous regular service as an Assistant or Associate Professor can be counted, provided the qualifications align with AICTE norms.[64] However, the AICTE explicitly excludes previous appointments made as "guest faculty for any duration or ad-hoc or in a leave vacancy of less than one year duration" from being counted toward regular service promotions.[64] This regulatory exclusion highlights the precarious nature of the guest faculty position: not only are they subjected to delayed payments, but their labor is often systematically devalued in terms of career progression, reinforcing their status within the academic precariat.

MSDE and NSDC: The Mechanics of Delayed Tranches

In the vocational and skill development sector, the root cause of payment delays to individual trainers often lies in the macro-level funding architecture of schemes like the Pradhan Mantri Kaushal Vikas Yojana (PMKVY).[29] The MSDE and NSDC operate through an extensive network of Sector Skill Councils (SSCs) and private Training Partners.[65,66]

The financial disbursements for these training programs are highly contingent and processed in staggered tranches. For example, under Training of Trainers (ToT) and Training of Assessors (ToA) guidelines, financial payouts are disbursed by the SSC only after stringent eligibility criteria and benchmark standards are met.[30] Similarly, under standard PMKVY schemes, training partners receive funds based on specific milestones, such as enrollment, successful assessment, and subsequent placement of candidates (often structured around a 70% placement mandate).[28,67]

Because the Training Partners (the direct employers of the trainers) must wait for these bureaucratic milestones to trigger government fund releases, they illegally transfer this cash-flow friction down to the contractual trainers.[2] However, as established by the Supreme Court in the 2026 UP Instructors case,[49] the failure of a higher government body to release its funding share does not absolve the immediate employer (or the Principal Employer) of their statutory duty to pay the worker. The trainer's logged hour must be compensated regardless of the Training Partner's pending receivables from the NSDC.

FORMULATING THE STRATEGIC POLICY: THE FORTY-DAY PAYMENT MANDATE

The synthesis of the aforementioned legislative acts, judicial mandates, and regulatory frameworks provides the exact legal architecture required to formulate a strict, non-negotiable policy for all educational institutions. To eradicate scenarios akin to the seventeen-month delays at Ranchi University[6] or the ten-month delays in Rajasthan,[7] institutions must transition from discretionary accounting practices to a codified doctrine: "The Approved Hour = The Paid Hour."

The justification for establishing the institutional payment deadline at exactly forty days from the training start date (or invoice generation) is highly strategic and legally sound:

- **Pre-empting the MSMED 45-Day Penalty Window:** Under the MSMED Act, 2006, delayed payments to Udyam-registered freelance trainers exceeding 45 days automatically trigger punitive compound interest at three times the RBI bank rate.[40] By strictly enforcing an internal institutional mandate of forty days, the administration creates a critical five-day buffer to process final banking transactions, thereby permanently shielding the institution from severe financial liabilities and high-profile litigation via the MSME Samadhaan portal.[42]
- **Harmonization with the Code on Wages:** For training programs spanning a standard monthly cycle, processing the invoice and executing the payment within forty days aligns perfectly with the statutory requirement of the Wage Code, which mandates monthly settlements by the seventh day of the subsequent month.[25]
- **Activating Principal Employer Liability Protocols:** Given that institutions often utilize third-party agencies, a strict forty-day audit cycle ensures that if a subcontractor defaults on paying the trainer within a standard 30-day window, the Principal Employer has exactly ten days to step in. They can clear the dues directly to the worker under Section 21 of the CLRA Act and deduct the equivalent amount from the vendor's running bill before the vendor absconds or claims insolvency.[31]

Proposed Policy Directives for Educational Institutions

To operationalize this compliance, educational and vocational institutions must adopt the following binding directives into their governing statutes:

1. Immediate Crystallization of Financial Liability. Any hour of teaching, training, or academic instruction logged by a contractual trainer, guest faculty, or vocational instructor, once digitally or physically approved by the designated departmental head, shall instantly constitute a recognized, unalienable financial liability of the institution. Macro-level administrative delays, pending government fund disbursements (such as NSDC tranches), or inter-departmental audits shall not serve as legally valid grounds to suspend or defer this liability. The trainer's remuneration is strictly tied to the delivery of the service, not the institution's cash flow.

2. The 40-Day Absolute Disbursement Guarantee. The institution mandates the full and final settlement of all approved training hours within a maximum, non-extendable period of forty (40) days from the commencement date of the corresponding training module or the submission of the invoice. This directive is formulated in strict compliance with the upper limit prescribed by the MSMED Act, 2006, to avoid compounding punitive interest.

3. Invocation of Principal Employer Liability against Intermediaries. Where trainers are supplied through aggregators, Sector Skill Councils, NSDC Training Partners, or third-party manpower vendors, the institution formally recognizes its non-delegable duty as the Principal Employer under Section 21(4) of the Contract Labour (Regulation and Abolition) Act, 1970. Should the intermediary fail to disburse the trainer's remuneration within thirty days of service delivery, the institution shall bypass the vendor, directly deposit the pending wages into the trainer's bank account by the fortieth day, and subsequently recover the sum from the intermediary's security deposit or pending invoices.

4. Prohibition of Wage Stagnation and "Begar". In direct compliance with the Supreme Court's constitutional mandate in *2026 INSC 117*, the institution shall not hold any contractual trainer on a stagnant, fixed honorarium for prolonged periods. Honorariums must be systematically benchmarked against the minimum pay scales of regular faculty performing identical duties (adhering to the *Jagjit Singh* equal pay doctrine) and must be subject to mandatory periodic revisions (at least once every three years) to prevent constitutional violations under Article 23.

5. Protection of Tenure During Continuing Academic Schemes. In alignment with the Jharkhand High Court's ruling in *Anita Muchu (2025)*, contractual trainers engaged for specific continuing schemes or projects shall not be arbitrarily terminated merely to accommodate a fresh batch of contractual replacements. Their tenure shall remain legally coterminous with the project, ensuring job security, preventing the agony of annual termination, and ensuring the uninterrupted processing of their monthly payroll cycles.

CONCLUSION

The reliance on contractual teaching staff and vocational trainers has unequivocally become the operational backbone of modern higher education and skill development ecosystems across the nation. However, this structural shift toward academic flexibility has been inextricably accompanied by a pervasive, institutionalized culture of wage theft, characterized by unconscionable and legally indefensible delays in basic remuneration. As evidenced by the severe seventeen-month payment delays at Ranchi University, the plight of thousands of vocational trainers in Rajasthan, and the continuous legal battles waged in High Courts from Punjab to Jharkhand, bureaucratic apathy frequently reduces highly qualified academic professionals to a state of absolute financial destitution.

The legal jurisprudence surrounding this issue is entirely unambiguous. The Supreme Court of India has emphatically and repeatedly categorized the prolonged stagnation and deliberate withholding of wages as acts of "economic violence" and unconstitutional forced labor ('Begar') under Article 23 of the Constitution. Concurrently, rigorous statutory mechanisms—such as the expansive definitions within the Code on Wages, 2019, the strict Principal Employer liability clauses of the CLRA Act, 1970, and the stringent forty-five-day payment mandates equipped with punitive interest under the MSMED Act, 2006—provide an impenetrable legal framework protecting the fundamental rights of these educators.

Educational institutions, universities, and vocational training partners can no longer successfully obscure their financial liabilities behind the veil of academic "honorariums," systemic funding delays, or complex third-party vendor relationships. An hour of academic instruction, once logged and approved, represents fundamental, completed labor that demands immediate and full compensation. By officially adopting and rigidly enforcing a strict forty-day payment mandate, institutions will not only insulate themselves from severe punitive financial damages and legal prosecution under federal laws but will also restore the constitutional dignity of the academic workforce. Only through these strict, legally binding frameworks can it be ensured that the foundational architects of the nation's human capital are no longer subjected to the indignity of systemic wage theft.

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