Economic Coercion and Forced Labour in Private Educational Institutions: A Constitutional Analysis Under Article 23 of The Indian Constitution

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ABSTRACT

The teaching is noble profession in India which has been traditionally associated with dignity, intellectual service and nation-building. However, the rapid commercialisation and corporatisation of education have created new forms of employment vulnerability for teachers, particularly in private schools, colleges, universities, coaching institutions and self-financed educational establishments. Many teachers, especially contractual, ad-hoc, guest, probationary and early-career faculty members, face exploitative conditions such as low salaries, unpaid work, delayed wages, excessive workload, forced resignations, salary deductions, restrictive service bonds, withholding of documents, compulsory non-academic duties and fear of termination. These practices may not resemble traditional bonded labour, but they often operate through economic compulsion and unequal bargaining power.

This article examines whether such practices can be constitutionally analysed as economic coercion and forced labour under Article 23 of the Constitution of India. Article 23 prohibits traffic in human beings, beggar and other similar forms of forced labour, and its language is wide enough to address both direct and indirect forms of labour exploitation. The Supreme Court has interpreted *"force"* under Article 23 to include not only physical or legal force but also economic compulsion where a person has no real alternative but to accept exploitative work conditions. The article critically analyses the scope of Article 23 in the context of private educational institutions and argues that underpayment, compulsory unpaid academic work, coercive contractual terms and employment insecurity may amount to constitutionally prohibited forced labour where consent is obtained under conditions of economic vulnerability.

Keywords: Article 23, Forced Labour, Beggar, Economic Coercion, Bonded Labour, Private Educational Institutions, Teachers' Rights, Underpayment, Constitutional Law, Labour Exploitation

INTRODUCTION

Education occupies a central place in the constitutional vision of India. It is not merely a service or market commodity; it is a social function connected with equality, dignity, citizenship, democratic participation and national development. Teachers are the principal agents through whom the constitutional promise of education is translated into social reality. Yet, the dignity of the teaching profession is increasingly challenged by the growth of private and corporate educational institutions where educational delivery is sometimes shaped by commercial logic rather than academic values.

Private educational institutions have contributed significantly to the expansion of educational access in India. They have opened schools, colleges, universities, professional institutions and coaching centres in areas where public institutions are insufficient. However, this expansion has also raised serious questions of labour regulation. In many private institutions, teachers are expected to perform regular academic, administrative, examination, admission, counselling, online, accreditation and promotional duties, but their service conditions may remain insecure and poorly regulated. A teacher may be appointed as *"Guest Faculty," "Visiting Faculty,"* *"Consultant," "Academic Associate," "Trainee," "Probationer" Or "Contractual Teacher,"* even while performing the work of a regular teacher. Such contractual labels may reduce institutional accountability and make the teacher vulnerable to arbitrary termination, non-payment, delayed salary and excessive workload.

The constitutional issue becomes more serious when the teacher's apparent consent is treated as complete consent. Many teachers accept low wages or one-sided contracts because of unemployment, financial pressure, lack of alternative employment, social expectations and professional aspirations. They may sign employment bonds, blank documents, resignation letters or salary receipts under compulsion. They may be prevented from taking outside employment or private tuition, while the institution itself pays an inadequate salary. In such circumstances, the question arises: is this merely a private contractual dispute, or can it become a constitutional violation under Article 23 of the Constitution?

Article 23 prohibits traffic in human beings, beggar and other similar forms of forced labour. The constitutional text is not limited to slavery in the traditional sense. It includes every form of forced labour that violates human dignity. The Constitution of India text records that Article 23 prohibits *"traffic in human beings and beggar and other similar forms of forced labour"* and makes contravention punishable by law. It also permits compulsory service for public purposes, subject to non-discrimination on grounds such as religion, race, caste or class.

The importance of Article 23 lies in its broad constitutional morality. It recognises that exploitation can occur not only through physical chains but also through economic helplessness. In a society with unemployment, social inequality and unequal bargaining power, a person may appear to accept exploitative work voluntarily, but such acceptance may be produced by economic necessity. This principle becomes highly relevant to teachers in private educational institutions, where employment is often treated as a matter of private contract, despite the public importance of education.

Conceptual Meaning of Economic Coercion

Economic coercion refers to a situation where a person is compelled to accept unfair, exploitative or degrading working conditions because of financial pressure, unemployment, debt, social vulnerability or absence of reasonable alternatives. It differs from direct physical force, but its effect may be equally coercive. A person may not be physically locked inside an institution, but if the person cannot resign without losing salary, documents, experience certificate, security deposit or future employment prospects, the freedom to refuse work becomes illusory.

In the context of teachers, economic coercion may arise in several forms. First, the salary may be so low that it does not correspond to the teacher's qualification, workload or statutory wage standards. Secondly, the institution may delay payment of wages or pay salary partly in cash and partly on record. Thirdly, the teacher may be required to sign a receipt for a higher salary while receiving a lower amount. Fourthly, the teacher may be compelled to perform unpaid duties such as admissions, examination work, cultural events, accreditation work, NAAC/NBA documentation, online promotional work or institutional marketing. Fifthly, the teacher may be bound by a service bond or penalty clause preventing resignation before a fixed period. Sixthly, the institution may withhold original documents or experience certificates to prevent the teacher from leaving.

These conditions create a situation where the teacher formally remains an employee but substantively becomes dependent on the institution. The central question is not whether the teacher signed the contract, but whether the teacher had a meaningful choice. If consent is produced by economic hardship and unequal bargaining power, constitutional law must look beyond contractual form and examine the real substance of the employment relationship.

Article 23 of the Constitution: Scope and Purpose

Article 23 is placed under Part III of the Constitution, within the group of fundamental rights against exploitation. Its purpose is to protect individuals against practices that reduce human labour to an instrument of domination. It is broader than ordinary labour law because it treats certain exploitative practices as constitutional wrongs.

Article 23 is not only a negative limitation on the State; it also imposes a constitutional prohibition against exploitative labour practices by private persons.

The Supreme Court's interpretation of Article 23 in *People's Union for Democratic Rights v. Union of India* is foundational. The Court held that Article 23 is enforceable not only against the State but also against private citizens and that the prohibition against traffic, beggar and forced labour is ***"general," "total"*** and ***"all pervasive"*** in its reach. This horizontal application is particularly important for private educational institutions. If Article 23 were limited only to State action, teachers in private institutions would have to rely only on contract law, labour law or service rules. But because Article 23 applies against private persons as well, exploitative labour practices in private institutions may also attract constitutional scrutiny.

The term *"beggar"* traditionally refers to labour or service taken without payment. However, the Supreme Court has made clear that Article 23 is not limited to unpaid labour. It includes other similar forms of forced labour, even where some remuneration is paid. In *People's Union for Democratic Rights*, the Court rejected a narrow interpretation that only unpaid work could be forced labour. It held that such an interpretation would allow powerful employers to escape constitutional liability by paying a negligible amount.

Therefore, Article 23 protects not merely the right to be paid something, but the right not to be compelled to work under exploitative conditions. In the education sector, this principle is crucial because teachers are often paid honorarium, consolidated salary or fixed remuneration that may not correspond to the nature and volume of work. A token payment cannot automatically constitutionalise an otherwise exploitative arrangement.

Economic Compulsion as "Force" under Article 23

The most important judicial contribution to Article 23 jurisprudence is the recognition that "force" includes economic compulsion. In *People's Union for Democratic Rights*, the Supreme Court held that the word "force" under Article 23 includes not only physical or legal force but also force arising from economic circumstances that leave a person with no real choice but to provide labour for less than the minimum wage.

This interpretation transforms Article 23 from an anti-slavery provision into a constitutional guarantee against labour exploitation. The Court understood that poor and vulnerable workers may accept unfair wages not because they freely choose them but because poverty and unemployment deprive them of bargaining power. In the Court's reasoning, when a person provides labour for less than the minimum wage, the labour may fall within the scope of forced labour under Article 23.

The same principle can be applied to teachers in private educational institutions. A teacher may accept a very low salary because teaching jobs are scarce, because academic experience is required for future opportunities, because resignation may damage career prospects, or because the teacher has family responsibilities. In such cases, the written contract may show consent, but constitutional analysis must ask whether the consent is real, informed and voluntary.

Economic coercion in educational employment is often subtle. It may not involve threats or violence. Instead, it works through fear of unemployment, salary stoppage, blacklisting, non-issuance of experience certificate, withholding of original documents, non-payment of arrears or denial of relieving letter. For a teacher, an experience certificate or relieving letter can be essential for future employment. Therefore, withholding such documents may become a coercive instrument similar in effect to physical restraint.

Forced Labour and the Bonded Labour System

The Bonded Labour System (Abolition) Act, 1976 was enacted to abolish bonded labour and prevent the economic and physical exploitation of weaker sections. India Code describes its long title as a law for abolition of bonded labour system with a view to preventing economic and physical exploitation of weaker sections of people. The Act primarily deals with traditional bonded labour arising from bonded debt, social obligation, caste-based dependency or other forms of compulsion.

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However, modern labour bondage may not always involve a traditional bonded debt. In the education sector, "bondage" may arise through service bonds, penalty clauses, security deposits, withholding of salary, institutional blacklisting and dependency on experience certificates. A teacher may be told that leaving before completion of the academic session will result in forfeiture of salary or payment of heavy damages. Sometimes original academic documents are retained by the institution at the time of joining. Such practices may not fit neatly within the classical idea of bonded debt, but they create an employment relationship where the worker's freedom of exit is restricted.

In ***Bandhua Mukti Morcha v. Union of India***, the Supreme Court recognised bonded labour as a serious violation of liberty and dignity. The Court stated that forced labour is constitutionally forbidden by Article 23 and that any person wrongfully and illegally employed as a bonded labourer is deprived of liberty. This understanding is not confined to physical captivity. It shows that the essence of bonded labour is the loss of meaningful freedom in employment.

For teachers, the issue is not merely low salary. The issue is whether the entire employment structure deprives them of meaningful choice. If a teacher cannot leave without penalty, cannot seek alternative employment, cannot recover unpaid salary and cannot complain without fear of termination, the employment relationship may acquire a coercive character.

Private Educational Institutions and Unequal Bargaining Power

Private educational institutions occupy a complex legal position. They are private employers, but they perform a public function. Education is not a purely private commercial activity. Schools and higher education institutions are subject to recognition, affiliation, statutory norms and regulatory supervision. Their service conditions may be governed by State education laws, university statutes, affiliating university regulations, UGC Norms, AICTE/NCTE/BCI or other professional body norms, and general labour laws. Yet, enforcement often remains weak.

UGC's official regulations page lists the 2018 Regulations on minimum qualifications for appointment of teachers and other academic staff and later amendments, including 2023 and 2024 amendments. These regulatory frameworks indicate that teaching is a standardised professional function requiring prescribed qualifications. If institutions demand high qualifications from teachers but pay them wages inconsistent with their work and qualifications, the situation raises serious concerns of unfair labour practice and constitutional exploitation.

The bargaining power between a private educational institution and an individual teacher is rarely equal. Institutions control recruitment, appointment letters, salary records, workload, timetable, appraisal, renewal of contract, relieving letters and reputation. Teachers, especially young faculty members, often depend on institutional experience for career progression. This dependency becomes stronger in higher education because academic promotion requires teaching experience, research publications, API/academic performance indicators and service records. When an institution uses this dependency to impose low wages or excessive work, the contract becomes one-sided.

The doctrine of freedom of contract assumes equality between parties. But in employment relationships, particularly in a country with high job insecurity, this assumption is often unrealistic. Article 23 allows constitutional law to examine the real conditions under which consent is obtained. A teacher's signature on a contract cannot validate exploitative conditions if the contract is based on economic compulsion and deprives the teacher of dignity.

Typology of Economic Coercion in Private Educational Institutions

Economic coercion in private educational institutions may be categorised into several recurring patterns.

Underpayment and Fixed Honorarium

Many teachers are appointed on consolidated salaries or honorarium, even when they perform regular duties. Honorarium is suitable for occasional or limited work, not for full-time teaching, evaluation, research, mentoring and administration. When honorarium becomes a device to avoid proper salary, it may become exploitative.

The recent Supreme Court decision in ***U.P. Junior High School Council Instructor Welfare Association v. State of U.P.*** is significant. The Court considered the position of part-time contractual instructors whose remuneration remained extremely low for years. The Court held that fixing honorarium in an arbitrary manner cannot subject teachers to beggar. It also observed that "force" under Article 23 includes economic compulsion and that contractual workers may formally agree to terms that are not truly voluntary because of unequal bargaining power.

Although that case arose in the context of government-linked elementary education, its constitutional reasoning is highly relevant to private institutions. If the State cannot justify extremely low, stagnant honorarium by calling it a policy decision, private institutions should also not be permitted to justify exploitative wages merely by calling them contractual arrangements.

Delayed Payment of Salary

Delayed salary is a common form of economic control. When teachers are paid after several months, their financial vulnerability increases. They may be unable to resign because leaving would risk losing arrears. They may continue working under pressure to recover pending wages. Delayed salary thus becomes a coercive mechanism.

The Code on Wages, 2019 has strengthened the framework for timely payment of wages. Government material explains that Section 17 of the Code requires payment within defined timelines depending on whether the worker is daily, weekly, fortnightly or monthly paid, and wages on termination or resignation must be paid within two working days. In educational institutions, strict enforcement of timely payment is necessary to prevent salary arrears from becoming a tool of forced retention.

Security Deposits and Salary Withholding

Some institutions require teachers to deposit money at the time of joining or keep one or more months' salary as *"security."* Others withhold salary during probation or during the notice period. These practices reduce the teacher's freedom to exit employment. A teacher may continue working not because of willingness but because leaving would cause financial loss. If such withholding is arbitrary or excessive, it may amount to economic coercion.

Service Bonds and Penalty Clauses

Service bonds are often used to prevent teachers from resigning before completion of a fixed period. Institutions may argue that such bonds protect academic continuity. However, if the bond amount is disproportionate, it may operate as a restraint on employment. A bond requiring a teacher to pay a large amount for resignation may become a form of economic captivity. It prevents the teacher from seeking better employment and forces continuation in an undesirable workplace.

Article 23 prohibits compulsion to provide labour against one's will. In ***People's Union for Democratic Rights***, the Supreme Court recognised that a contract of service cannot be specifically enforced against an employee because forcing an employee to continue service would offend Article 23. Therefore, private educational institutions must ensure that bond clauses are reasonable, proportionate and not designed to compel labour.

Withholding of Original Documents and Experience Certificates

Withholding original academic certificates, mark sheets, identity documents or experience certificates is one of the most coercive practices in educational employment. Teachers require these documents for future academic

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and professional opportunities. When an institution retains documents, the teacher's mobility is restricted. This is not merely administrative inconvenience; it is a direct attack on occupational freedom and dignity.

Even where original documents are taken for verification, they must be returned promptly. Retention of documents as leverage for continued service is incompatible with constitutional values. It may also support an Article 23 argument because it restricts the teacher's practical freedom to leave.

Compulsory Unpaid Non-Academic Duties

Teachers in private institutions are often assigned non-academic duties such as admission counselling, promotional events, tele-calling, social media campaigning, fee recovery, event management, inspection preparation, NAAC/NBA documentation, transport duty, hostel duty and weekend programmes. Some administrative duties are part of institutional functioning, but excessive unpaid non-academic work may become exploitative.

The Right of Children to Free and Compulsory Education Act, 2009 recognises the centrality of teacher duties and also restricts deployment of teachers for non-educational purposes except specified public duties such as census, disaster relief and elections. Although this provision directly concerns elementary education under the RTE framework, its underlying principle is important: teachers should not be diverted from educational work in a manner that undermines their dignity and professional role.

Excessive Workload and Digital Surveillance

Modern private educational institutions often require teachers to remain available beyond working hours through messaging groups, learning management systems, parent communication platforms and online reporting tools. Digital monitoring may include daily reports, screenshots, geo-tagging, CCTV-based evaluation and constant communication. Excessive digital surveillance can create psychological pressure and unpaid labour beyond official working hours.

Under the RTE Schedule, minimum working hours for teachers include teaching and preparation hours. This reflects that teaching work includes preparation, not only classroom delivery. Therefore, institutions must account for preparation, assessment, mentoring and administrative tasks while fixing workload and remuneration.

Article 23 and Teachers' Consent: Is Contractual Consent Enough?

A central defence of private institutions is that teachers voluntarily accept employment terms. However, constitutional law cannot treat all signatures as genuine consent. Consent obtained under economic pressure, unemployment, fear of blacklisting or unequal bargaining power is not fully free. The Supreme Court's Article 23 jurisprudence recognises this reality.

In ***People's Union for Democratic Rights***, the Court held that when a person works for less than minimum wage, it may be presumed that the person is acting under compulsion because no one would normally choose to work for less than the legally protected minimum. This reasoning is applicable to teachers when they are paid amounts far below legal or regulatory standards, especially where they perform full-time work.

Similarly, in the 2026 contractual teachers' case, the Supreme Court observed that agreements entered into by contractual workers may be products of uneven bargaining power and may not represent free and voluntary consent in a substantive sense. This observation is highly significant for private educational institutions. It means that courts may examine whether contractual terms are merely formal or whether they reflect genuine freedom.

Therefore, where a teacher signs a contract accepting low salary, long working hours, resignation restrictions and no outside employment, the institution cannot automatically claim that Article 23 is irrelevant. The question will be whether the teacher had a real alternative and whether the terms collectively create economic captivity.

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Minimum Wages, Fair Wages and Teachers

A major issue is whether teachers are covered by minimum wage laws. The answer may vary depending on the category of institution, State notifications and classification of employment. However, the constitutional principle is broader than technical classification. Article 23 jurisprudence uses minimum wage as a constitutional indicator of forced labour, but it does not mean that exploitation disappears if an employment category is not expressly scheduled.

The Code on Wages, 2019 is important because it universalises minimum wage protection. Government material states that Section 5 establishes a statutory right to minimum wages for all employees, extending coverage to every sector, organised and unorganised. This development strengthens the argument that private educational institutions cannot avoid wage obligations by using labels such as honorarium, stipend, consultancy, visiting arrangement or training.

Teachers are skilled intellectual workers. Their remuneration should reflect qualification, workload, responsibility and dignity. Payment below minimum wage would be the clearest case of constitutional concern. But even where payment is technically above minimum wage, Article 23 concerns may still arise if the teacher is compelled to perform large amounts of unpaid work, denied salary, restricted from leaving or forced to work under threats.

Relationship between Article 23, Article 21 and Article 14

Article 23 must be read with Articles 14 and 21 of the Constitution. Article 14 guarantees equality and non-arbitrariness. Article 21 protects life and personal liberty, which includes dignity, livelihood and humane conditions of existence. Article 23 specifically protects against exploitation. Together, these provisions create a constitutional framework for dignified labour.

In the case of teachers, dignity has both personal and institutional dimensions. A teacher who is underpaid, humiliated, overworked and economically controlled cannot effectively perform the role of educator. Exploitation of teachers ultimately affects students, academic quality and public trust in education.

Article 14 becomes relevant when similarly situated teachers are paid differently without reasonable basis, or when institutions use arbitrary categories to deny benefits. Article 21 becomes relevant when working conditions destroy dignity, mental health and livelihood security. Article 23 becomes relevant when the employment structure compels labour through economic necessity, coercive contracts or denial of meaningful exit.

Right to Education and Teachers' Labour Rights

The right to education under Article 21A cannot be meaningfully realised without teachers. Quality education requires qualified, motivated and secure teachers. If teachers are treated as disposable labour, the quality of education suffers. The RTE Act recognises teacher qualifications, duties, pupil-teacher ratio and limits on non-educational deployment. These provisions show that the legal system does not view teachers merely as service providers; they are essential to educational rights.

Private educational institutions often advertise quality education, discipline, innovation and academic excellence. These claims depend on teachers' labour. Therefore, institutions cannot ethically or constitutionally treat teachers as low-cost instruments while charging substantial fees from students. Commercialisation of education cannot justify exploitation of academic labour.

Recent Judicial Development: Contractual Teachers and Beggars

The 2026 Supreme Court judgment in *U.P. Junior High School Council Instructor Welfare Association v. State of U.P.* has special relevance. The Court dealt with contractual instructors whose honorarium had remained low and stagnant for years. The teachers were also restricted from taking other employment. The Court held that payment of very low fixed honorarium, combined with prohibition on other employment, created economic coercion inconsistent with Article 23.

The Court used strong language, describing the situation as a ***"coercive cage"*** because the teachers could neither seek supplementary income nor refuse reduced wages due to economic necessity. It ultimately held that employing instructors on a fixed honorarium of ₹7,000 per month amounted to beggar and unfair practice violative of Article 23.

This judgment is especially useful for analysing private educational institutions because many private institutions also impose similar conditions: low salary, bar on outside work, no increment, long service, full-time duties and fear of termination. Although the case concerned public education administration, the constitutional principle is broader. Article 23 applies against private persons, and therefore the reasoning can be extended to private educational employers where similar economic coercion is present.

Commercialisation of Education and Labour Exploitation

The rise of private education has created a dual economy. On one side, students and parents are treated as consumers; on the other side, teachers are often treated as replaceable workers. Institutions may invest in infrastructure, marketing and branding but reduce costs by underpaying faculty. Academic labour becomes invisible behind institutional advertisements.

Corporate educational institutions often function through performance targets: admissions, retention, examination results, student feedback, publication numbers and ranking metrics. Teachers are expected to contribute to all these targets, but their employment security may remain weak. This creates a contradiction: institutions demand corporate-level output but provide insecure and under-regulated employment conditions.

The marketisation of education also affects academic freedom. A teacher who depends entirely on institutional goodwill may avoid raising concerns about illegal practices, poor academic standards, fake compliance, attendance manipulation or student exploitation. Thus, economic coercion affects not only labour rights but also academic integrity.

Gendered Dimension of Teachers' Economic Coercion

Women teachers may face additional vulnerability in private educational institutions. They may accept low wages because teaching is socially considered "suitable" or "respectable" employment for women. Institutions may exploit this perception by treating women teachers as secondary earners, even when they are professionally qualified and economically responsible for their families.

Women teachers may also face maternity-related discrimination, denial of leave, pressure to resign after pregnancy, unsafe working conditions, harassment or unequal promotion opportunities. If economic dependency is combined with gendered expectations, the teacher's bargaining power becomes even weaker. Therefore, Article 23 analysis should be sensitive to gender, class, caste, region and social vulnerability.

Private Schools, Colleges, Universities and Coaching Centres

The problem of economic coercion appears differently across educational sectors. In private schools, teachers may face low salaries, parent pressure, extra classes, unpaid events, inspection duties, transport duty and pressure to improve results. In private colleges and universities, faculty may face publication pressure, NAAC/NIRF/accreditation work, admission targets, semester examination workload and contractual insecurity. In coaching centres, teachers may work without formal appointment letters, social security or fixed working

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hours. In professional institutions, teachers may be shown on records for regulatory compliance but may not receive proper salary.

Each of these contexts requires specific regulation, but the constitutional principle remains the same: labour cannot be extracted under conditions of coercion, indignity and absence of meaningful choice.

Institutional Devices Used to Avoid Liability

Private educational institutions may use several devices to avoid labour-law accountability. First, they may avoid issuing proper appointment letters. Secondly, they may designate teachers as consultants or visiting faculty even where work is regular. Thirdly, they may pay part of the salary in cash, making proof difficult. Fourthly, they may take signatures on blank salary registers. Fifthly, they may issue experience certificates only after management approval. Sixthly, they may threaten teachers with negative references. Seventhly, they may use probation indefinitely. Eighthly, they may deny statutory benefits by claiming that teachers are not “workmen.”

These devices make enforcement difficult. A teacher may be unable to prove actual salary, working hours or coercion. Therefore, regulatory authorities must require digital salary payment, written contracts, transparent workload records and grievance mechanisms.

Constitutional Duties of the State

Even where exploitation occurs in private institutions, the State has a constitutional duty to prevent it. Article 23 makes contravention punishable by law. The State cannot remain passive by saying that the matter is between private parties. Since education is regulated through recognition, affiliation and approval, the State and regulatory bodies have sufficient authority to impose labour standards.

The implementation of the four Labour Codes from 21 November 2025, as officially noted by the Ministry of Labour and Employment, strengthens the legal environment for worker protection. The Code on Wages, in particular, provides an important basis for minimum wage, timely payment and wage transparency. These protections should be meaningfully applied to the education sector.

State education departments, affiliating universities, UGC, NCTE, AICTE, BCI and other regulatory bodies should not confine inspection only to infrastructure and student-related norms. Teacher service conditions must become a core part of institutional compliance.

Remedies for Teachers

Teachers facing economic coercion may consider several legal remedies, depending on facts and applicable law. They may approach labour authorities for non-payment of wages, minimum wage violation or illegal deduction. They may approach education authorities or affiliating universities for violation of service norms. They may file writ petitions where there is public law element, statutory duty or violation of fundamental rights. They may also seek civil remedies for recovery of salary, damages or return of documents. In serious cases involving forced labour, bonded labour indicators or document retention, complaints may be made to district authorities and labour enforcement agencies.

However, remedies are often inaccessible because teachers fear retaliation. Therefore, anonymous complaint systems, protection against victimisation and collective representation mechanisms are necessary. Teachers’ associations, academic unions and professional bodies can play a major role in identifying exploitative practices.

SUGGESTIONS AND POLICY RECOMMENDATIONS

- Every private educational institution should be required to issue a written appointment letter specifying salary, workload, leave, working hours, notice period and statutory benefits.

- Salary should be paid only through bank transfer, and digital salary slips should be mandatory. This would reduce false salary records.
- Minimum salary standards should be prescribed for teachers in private schools, colleges and universities according to qualification, workload and nature of institution.
- No institution should be allowed to retain original documents of teachers beyond verification.
- Service bonds should be regulated. Excessive penalty clauses should be treated as void if they restrict occupational freedom or compel continuation of service.
- Delayed payment of salary should attract penalties and affect institutional recognition or affiliation.
- Teachers should not be compelled to perform unpaid non-academic work beyond reasonable institutional duties.
- Regulatory inspections should include verification of teacher salary records, workload, appointment letters and grievance redressal.
- Teachers should have access to independent grievance committees at district, university or regulatory-body level.
- Article 23 should be expressly recognised as applicable to modern forms of employment coercion in the education sector, especially where low salary is combined with restrictions on alternative employment or resignation.

CONCLUSION

Article 23 of the Constitution of India is one of the most powerful provisions against exploitation. Its importance lies in its capacity to recognise that forced labour is not limited to physical compulsion or traditional slavery. In modern employment relationships, particularly in private educational institutions, coercion may operate through unemployment, low wages, delayed salary, document retention, service bonds, contractual insecurity and lack of alternative livelihood.

Teachers occupy a dignified constitutional role. They are essential to the right to education, democratic citizenship and social transformation. If teachers themselves are subjected to exploitative labour conditions, the moral foundation of education is weakened. Private educational institutions cannot claim academic excellence while denying dignity to teachers.

The Supreme Court's expansive interpretation of Article 23, especially in relation to economic compulsion, provides a strong constitutional basis for challenging exploitative employment practices. The 2026 contractual teachers decision further strengthens this approach by recognising that low fixed honorarium and prohibition on alternative employment may create a coercive cage amounting to beggar. Therefore, economic coercion in private educational institutions must be treated not merely as a contractual issue but as a constitutional concern.

A rights-based approach to education must include teachers' labour rights. The dignity of students and the dignity of teachers are interconnected. The constitutional promise of education cannot be fulfilled by exploiting those who deliver it. Article 23 must therefore be interpreted and enforced as a living guarantee against all modern forms of forced labour, including the hidden labour bondage of teachers in India's private education sector.

Future Scope

The future scope of the present article is wide and significant, as the issue of economic coercion and forced labour in private educational institutions requires deeper socio-legal, constitutional and empirical examination. The article opens further possibilities for research on the working conditions of teachers in private schools, colleges, universities, coaching institutions and self-financed professional institutions, particularly in relation to salary structure, contractual insecurity, delayed payment, excessive workload and coercive service bonds.

Future research may conduct empirical studies to examine the actual employment conditions of teachers in private educational institutions across different Indian States. Such studies may analyse whether teachers are receiving salaries as per prescribed norms, whether appointment letters are issued properly, and whether institutions are following labour welfare standards. Comparative research may also be undertaken between government and private educational institutions to assess differences in job security, dignity of labour, workload, institutional accountability and grievance redressal mechanisms.

The article also provides scope for further constitutional analysis of Article 23 in relation to modern forms of forced labour. Traditional bonded labour has changed its form in contemporary society, and economic compulsion, underpayment and employment dependency may now operate as indirect forms of labour bondage. Therefore, future research may examine how courts can expand the interpretation of "forced labour" to include new forms of coercion in professional sectors such as education, healthcare, media and corporate services.

There is also scope to study the role of regulatory bodies such as UGC, NCTE, AICTE, BCI, State Education Departments and affiliating universities in protecting teachers from exploitative employment practices. Future research may suggest a uniform legal framework for regulating service conditions of teachers in private educational institutions. Special attention may also be given to women teachers, contractual teachers, guest faculty, ad-hoc faculty and early-career academicians, who are often more vulnerable to economic pressure and institutional exploitation.

The study further creates scope for policy-based research on the need for mandatory written contracts, timely salary payment, prohibition of document retention, regulation of service bonds, social security benefits, independent grievance redressal forums and penal consequences for exploitative practices. Thus, the article has continuing relevance for constitutional law, labour law, education policy and human rights discourse in India.

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