

**HIGH COURT OF JAMMU & KASHMIR AND LADAKH
AT SRINAGAR**

...
WP(C) 1696/2025
CM(4404/2025)

MAQBOOL MEMORIAL COLLEGE OF PARAMEDICAL SCIENCES AND TECHNOLOGY TH.ITS
DIRECTORS.

.....Petitioner(s)

Through:
Mr. Mubashir, Adv.
Mr. Tahir Abdullah, Adv.
Mr. Aurif Muzaffar, Adv.

Versus

UNION OF INDIA TH.SECRETARY (MINISTRY OF EDUCATION) AND ORS.

.....Respondent(s)

Through:
Mr. T. M. Shamsi, DSGI with Ms. Yasmeen, Adv.

CORAM:
HON'BLE MR. JUSTICE WASIM SADIQ NARGAL, JUDGE

ORDER
21.07.2025

1. The petitioner through the medium of the instant petition has called in question the termination notice dated 19.05.2025 issued by the Respondent No. 3-Desh Bhaghat University to the petitioner which according to the petitioner is illegal, arbitrary and violative of natural justice.
2. From a bare perusal of the aforesaid termination notice, it is apparent that the same has been issued by the concerned University to the petitioner, as the petitioner has allegedly violated Clause 4 of the Memorandum of Understanding (for short MOU) which was signed on 09.10.2024 and in lieu of the same, the competent authority has decided to terminate the services of the petitioner with immediate effect who happens to be the Director of Maqbool Memorial College

of Paramedical Sciences and Technology, Model Town D, Sopore Baramulla.

3. The petitioner with a view to advance his case, has not placed the said MOU on record as the case of the petitioner revolves around the said MOU. When confronted with the maintainability of the instant petition, the learned counsel appearing for the petitioner could not satisfy this court with regard to the maintainability of the instant petition arising out of a contractual obligation on the basis of said MOU which according to learned counsel for the respondents is covered by the arbitration clause.
4. The petitioner instead of invoking the said arbitration clause has resorted to file the instant petition which is not maintainable in the eyes of law. Furthermore, the petitioner has also not placed the said MOU on record with a view to advance his arguments as the alleged termination is in terms of Clause 4 of the said MOU. Accordingly, learned counsel appearing for the petitioner seeks withdrawal of the instant petition with liberty to seek appropriate remedy under law, provided under the said MOU.
5. At this stage, learned counsel appearing for the petitioner submits that he has not been provided the said MOU which allegedly was signed between the parties on 09.10.2024. It is very strange argument which has been made by the learned counsel for the petitioner as the role of the petitioner has commenced in pursuant to the execution of the said MOU on 09.10.2024 after submission of the application by the petitioner and this aspect of the matter has been admitted by the petitioner while filing the instant petition. Thus, the contention of the petitioner is not tenable in the eyes of law.

6. The record reveals that in pursuant to the execution of said MOU, the letter of intent has also been issued by the respondents 3, whereunder, admission and training rights were given to the petitioner for three Paramedical courses to be offered to the students at petitioner's centre. Thus, the argument of the petitioner is not acceptable to this court that he is not in possession of the said MOU which has given him admission and training rights with respect to the three medical courses to be offered to the students.
7. However, this court deems it proper to direct the Respondent No. 3-Desh Bhaghat University through its Registrar to provide copy of the said MOU to learned counsel for the petitioner through registered post within a period of one week positively, so that the petitioner can work-out his remedy available under law. Since, the alleged dispute is covered by the arbitration clause as per MOU, the writ petition, as such, is not maintainable and the same is accordingly **dismissed**.
8. The petitioner however, is at liberty to work out the appropriate remedy under law.
9. Registry is directed to convey this order to Respondent No. 3-Desh Bhaghat University for its immediate compliance as directed above.

(WASIM SADIQ NARGAL)
JUDGE

Srinagar
21.07.2025
"SAKEENA-PS"