



WEB COPY

WP No. 6711 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on : 23.07.2026

Pronounced on : 24.07.2026

CORAM

THE HON'BLE MR.JUSTICE T. VINOD KUMAR

WP No.6711 of 2020

R.Samyuktha

..Petitioner(s)

Vs.

1. The University of Madras
Rep by its Registrar Centenary Buildings,
Chepauk, Chennai-600 005.
2. The Vice-Chancellor
University of Madras Centenary Buildings,
Chepauk, Chennai-600 005.

.. Respondents

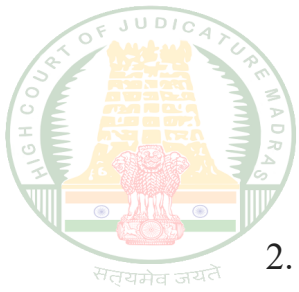
Prayer : Writ Petition is filed to issue a Writ of Certiorarified Mandamus, to call for the records relating to the order of the 1st Respondent made in No.D.1(B) / TE/ 2019/ 668 dated 05.08.2019 to quash the same and to consequently direct the respondents to extend and grant of encashment of Earned Leave for about 156 days for the period between 01.10.1997 and 31.07.2008 and to extend all other benefits.

For Petitioner(s) : Mr.LChandra Kumar

For Respondent(s) : Mr.J.Melwin Jabaz

ORDER

Heard the learned counsel for the petitioner and learned counsel appearing on behalf of the respondents and perused the records.

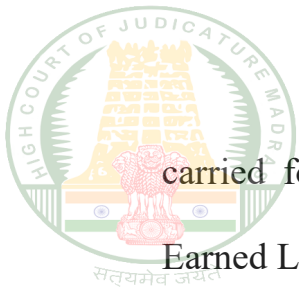


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2. The petitioner by the present writ petition has assailed the action of the first respondent in issuing proceedings/order dated 05.08.2019, whereby her claim for encashment of Earned Leave for her service with the first respondent-University during the period from 1.10.1997 to 31.07.2008 was rejected.

3. Brief facts of the case of the petitioner are that she joined the service of the first respondent as Deputy Librarian and worked during the period from 01.10.1997 to 31.07.2008; that her services were placed under lien to the Pondicherry University for a period of one year by marking the lien on her services; that she had joined Pondicherry University on 01.08.2008; that after completion of lien period, she had resigned from the services of the respondent-University and continued in the services of the Pondicherry University.

4. It is the further case of the petitioner that after joining the services of Pondicherry University, she submitted a representation dated 24.07.2019 seeking encashment of the Earned Leave while she was in service of the first respondent University during the period from October 1997 to July 2008; that the respondent by the impugned proceedings dated 05.08.2019, however, rejected her claim for encashment of Earned Leave on the ground that as per the University Act, the accumulated Earned Leave and other benefits could not be



carried forward to another University and thus, transfer of the accumulated Earned Leave is not feasible in compliance with the provisions of the Act.

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5. It is the further case of the petitioner that she had been submitting requests for encashment of Earned Leave since September 2009 and is still awaiting encashment of the said benefit.

6. The petitioner contended that the respondents without considering her request for encashment of Earned Leave accrued while she was in service with the respondent - University had rejected the same by erroneously applying the University Statutes Chapter IV, Section 4(g) of the Madras University Act, 1923; that the aforesaid provision of the Madras University Act, 1923, would apply only in relation to the transfer from one University to another University and does not apply to the encashment of Earned Leave by an employee leaving the said University either by joining another University or by not taking up any employment at all; and that the impugned order rejecting her claim for encashment made by the petitioner is thus, only illegal, arbitrary and contrary to the provisions of the Madras University Act, 1923.

7. The petitioner also contended that though she had submitted a further representation to the first respondent after passing of the impugned order dated



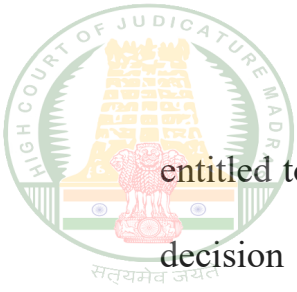
24.07.2019, the said representation had not been considered in its correct and proper prospective.

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8. Contending as above, the petitioner seeks for quashing of the impugned proceedings of the first respondent and the consequential relief of allowing the encashment of Earned Leave.

9. Counter affidavit on behalf of the respondents is filed.

10. The respondents, by the counter affidavit, mainly contended that on the petitioner being relieved from the services of the respondent - University vide letter dated 28.08.2009, she had accepted the settlement of her claim in full and final settlement; that the claim of the petitioner for encashment of Earned Leave is not permissible under G.O.Ms.No.304, Higher Education (H1) Department dated 22.08.2005; that though the petitioner is claiming to secure the benefits by relying upon G.O.Ms.No.638, Finance (EPE) Department dated 07.06.1990, the said G.O. has been superseded by G.O.Ms.No.304 dated 22.08.2005; that the Syndicate of the respondent University, having regard to the provisions of the Statute, at its meeting held on 03.05.2019, while approving the transfer of service benefits to Pondicherry University, in terms of Chapter IX, Section 1(4)(g) of the University Statute, had held that the petitioner is not



entitled to claim the benefit of encashment of Earned Leave; that the aforesaid decision of the Syndicate was duly communicated to the petitioner vide Letter dated 05.08.2019; that the respondents had followed the usual procedure while considering the request of the petitioner; that after obtaining the opinion of the Internal Audit, the file was placed before the Syndicate for consideration and based on the remarks of the Internal Audit, the Syndicate rejected the request made by the petitioner; and thus, the impugned proceedings does not suffer from any illegality or perversity so as to warrant interference or quashing.

11. Contending as above, the respondents seek for dismissal of the writ petition.

12. I have taken note of the respective contentions urged.

13. Though, on behalf of the respondents, it is contended that the petitioner having made a claim for encashment of Earned Leave nearly after 10 years later and that the respondents had also denied a similar claim, the petitioner cannot be granted the benefit of encashment of Earned Leave, firstly, it is to be noted that the mere denial of a claim in one case by the respondents,



without correctly applying the relevant Government orders and also the provisions of the University Statutes, does not validate an invalid rejection.

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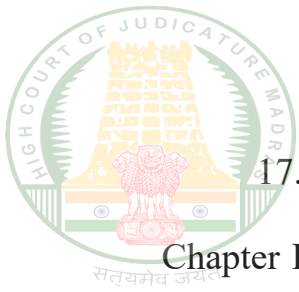
14. Insofar as the aspect of delay is concerned, the petitioner had made a request for encashment of Earned Leave as early as 24.09.2009. Therefore, the respondents cannot be permitted to claim that there was delay on the part of the petitioner in approaching the respondent - University for encashment of Earned Leave by treating the representation submitted by the petitioner on 24.07.2019 as the first representation.

15. The factual aspects relating to the petitioner's service with the first respondent University as Deputy Librarian during the period October 1997 to July 2008 are not in dispute. It is also not in dispute that the petitioner's services were made available to the Pondicherry University by marking a lien on her services for a period of one year; and that upon the expiry of the lien period the petitioner having submitted her resignation and having been relieved from the services of the first respondent subsequently. However, the petitioner submitted her claim for encashment of the accumulated Earned Leave in terms of G.O.Ms.638 dated 07.06.1990. The respondents, while considering the request of the petitioner for encashment of Earned Leave, placed reliance on G.O.Ms.No.304 dated 22.08.2005 and rejected the claim. Though it is



contended that, by virtue of the said G.O., the G.O.Ms.No.638 dated 07.06.1990 on the basis of which, the petitioner had made her claim for encashment of Earned Leave, had been superseded, a perusal of G.O.Ms.No.304, relied upon by the respondents, on the basis of which the claim of the petitioner was rejected, does not show/reflect that the same was issued superseding G.O.Ms.638 dated 07.06.1990. Further, the aforesaid G.O. deals with the transfer of the service of teacher's from one University to another University and payment of pensionary contribution and settlement of pensionary benefit. It does not state that on transfer of an employee from one University to another University, or where an employee of a University marks a lien on her services, his or her entitlement to claim encashment of Earned Leave would not be allowed/permitted.

16. Thus, the submission of the respondents that G.O.Ms.638 on the basis of which the petitioner had made a claim for encashment of Earned Leave for the services rendered with the first respondent being superseded cannot be accepted. In the considered opinion of this Court, the respondent has failed to properly appreciate or consider the applicability of the subsequent G.O., to the claim made by the petitioner.

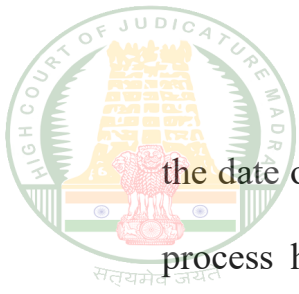


17. Similarly, insofar as the reliance placed by the respondents on Chapter IX Section 1(4)(g) of the University Statutes is concerned, the same is also without any merit, as the said provision deals only with the transfer of Earned Leave to another University, and does not impose any restriction or embargo with regard to the encashment of Earned Leave upon joining another University.

18. The above being the position, and since, it is not in dispute before this Court that G.O.Ms.No.638 dated 07.06.1990 which allows encashment of Earned Leave equivalent to 50% applies, the denial of the request of the petitioner for such encashment by the first respondent, through the impugned proceedings, is wholly misconceived.

19. Thus, the impugned proceedings issued by the first respondent dated 05.08.2019 cannot be sustained. For the forgoing reasons, the impugned proceedings issued by the first respondent is liable to be set aside.

20. Accordingly, the writ petition is allowed. The impugned proceedings of the first respondent dated 05.08.2019 is set aside. The first respondent is directed to consider the Earned Leave available to the credit of the petitioner on



the date of termination of her services with the first respondent - University and process her claim for encashment of Earned Leave in terms of G.O.Ms.638

Finance (EPE) Department dated 07.06.1990 and make payment within a period of six weeks from the date of receipt of a copy of this order. No order as to costs. Miscellaneous Petitions if any, stand closed.

24-07-2026

Index : Yes/No
Internet : Yes/No
Neutral Citation : Yes/No
KKD

To

1. The Registrar Centenary Buildings ,
University of Madras
Chepauk Chennai-600 005.
2. The Vice-Chancellor
University of Madras Centenary Buildings,
Chepauk Chennai-600 005.



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T.VINOD KUMAR, J.

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Pre-delivery Order in
WP No. 6711 of 2020

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