

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

Date of Order: April 04, 2018

+ **W.P.(C) 3190/2018 & CM No.12625/2018**

BINOD KUMAR SINGH Petitioner

Through: Mr.Shibashish Misra and Ms.Bhabna
Das, Advocates

versus

RASHTRIYA SANSKRIT SANSTHAN AND ANR.

..... Respondents

Through: Mr.Gyan Prakash, Advocate for
respondent No.1
Mr.Vivekanand Mishra, Advocate for
respondent No.2

**CORAM:
HON'BLE MR. JUSTICE SUNIL GAUR**

**ORDER
(ORAL)**

1. Vide impugned order of 29th June, 2017 (*Annexure P-2*), petitioner's Service Agreement of 11th November, 2013 has been terminated and petitioner was removed from the post of Registrar of respondent-*Sansthan*, which had been challenged by way of an appeal. Vide order of 4th January, 2018, petitioner's statutory appeal stands dismissed. After petitioner had worked on the post of Registrar of respondent-*Sansthan* for more than two years, departmental proceedings were initiated against him on account of some complaint received

regarding essential educational qualification of petitioner. The foremost charge on which petitioner was departmentally proceeded was of his obtaining 54.66% marks in M.A. (Public Administration) whereas the eligibility was 55% in the said Discipline.

2. After having heard learned counsel for petitioner at length, this Court is of the opinion that initiation of disciplinary proceedings against petitioner on the issue of petitioner lacking essential educational qualification was not justified. Although respondent-*Sansthan* was well within its rights to prematurely terminate petitioner's Service Agreement of 11th November, 2013, but the grounds on which it has been prematurely terminated cannot be justified.

3. In the considered opinion of this Court, the premature termination of petitioner's Service Agreement of 11th November, 2013 deserves to be maintained, but his removal from service on the charges is directed to be treated as a simplicitor termination of petitioner's Service Agreement of 11th November, 2013. Meaning thereby, impugned order shall be read as simplicitor termination of Service Agreement of 11th November, 2013 and it shall not carry any stigma.

4. During the course of hearing, it was brought to the notice of this Court that Pension, PF, Gratuity and other dues were transferred by petitioner's previous employer to respondent-*Sansthan*, which, according to learned counsel for respondent, has been remitted back to the previous employer i.e. *National University of Educational Planning and Administration, New Delhi*. In such a situation, petitioner would be well within his right to claim the amounts so remitted back by respondent-

Sansthan to petitioner's previous employer. So far as petitioner's claim for gratuity, leave encashment and provident fund for the service rendered by petitioner with respondent-*Sansthan* is concerned, petitioner would be at liberty to seek it from respondent-*Sansthan* by filing an application within a period of two weeks. If such an application is received by respondent-*Sansthan*, then it be considered in terms of the applicable Rules and Regulations. However, it is clarified that if respondent-*Sansthan* for any reason chooses not to accept petitioner's application so filed, then the reasons for non-acceptance be spelt out and conveyed to petitioner within six weeks thereafter, so that petitioner may avail of the remedies as available in law, if need be.

5. With aforesaid directions, this petition and the application are disposed of.

APRIL 04, 2018

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**(SUNIL GAUR)
JUDGE**

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