

Application Nos.124 of 2021 & 2451 of 2020
&
Arb.O.P.No.8 of 2021

V.PARTHIBAN.,J.

The matter was specifically adjourned to today to enable the counsel for the respondent/University with regard to grant of interim order in this Application. Today, this Court finds that there is no representation on behalf of the Anna University.

2.In any case, this Court has already passed an order dated 16.10.2020 in respect of the earlier academic year. In fact that order was passed after taking into consideration the submissions of the learned counsel for the respondent/University. The order of the learned Judge of this Court in A.No.2451 of 2020 is extracted hereunder;

"The above application is filed for an order of interim direction directing the respondent/University to grant admission to two students sponsored by the applicant as per the Memorandum of Understanding dated 07.08.2015.

2.Mr.A.RL. Sundaresan, learned Senior Counsel who has appeared on behalf of the applicant would draw the attention of this Court to the Memorandum of Understanding entered into between the applicant and the respondent dated 07.08.2015 that as per Clause – 2 of the said Memorandum of Understanding, the memorandum was effective for a period of 15 years from the date of signing of the Memorandum of

Understanding and subject to the extension for a further

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period on the Agreement of both the parties. Clause – 5 of the Memorandum of Understanding (which is relevant for the issue in the present application) would provide that the applicant can sponsor two candidates every year in UG/PG Programmes or in any combination in the programmes offered by Civil Engineering / allied any Department, which are relevant to the field of activities of the applicant by paying Rs.7,50,000/- each per student for consortium fee at the time of Admission. He also highlighted Clause -11 of the Memorandum of Understanding which would provide that any alteration or modification to the Memorandum of Understanding can be made only through mutual discussion and agreed upon in writing with the approval of the appropriate Authority of the respondent and such amendments should be formalized in the form of "addendum" in the Memorandum of Understanding.

3.The learned counsel would submit that contrary to the provisions of the Memorandum of Understanding, the respondent had come forward with the unilateral proposal to amend the period of the Memorandum of Understanding to five years and also increasing the Admission Fee to a sum of Rs.15,00,000/- per seat/per annum apart from introducing other amendments. The applicant had immediately responded to the said notice stating that it was totally contrary to the agreed terms of the Memorandum of Understanding and also highlighting the contribution done by the applicant to the respondent/University.

4.The applicant had requested the respondent to

withdraw the proposal, however, the respondent without reference to this response reiterated the very same contentions and has not given admission to the two sponsored Students of the applicant. These seats were being continuously offered from the year 2015. If the admissions are not granted and the seats are not filled up the applicant would lose the right given to them under the said Memorandum of Understanding. Therefore, they have come forward with the above application.

5.The applicant has also stated that in the light of the Arbitration Clause that is available in the Memorandum of Understanding, the present application has been moved and the applicant is also taking steps for appointment of an Arbitrator as per the provisions of the Act since the Memorandum of Understanding does not provide the procedure for such appointment.

6.Mr.Vijayakumar, learned counsel takes notice for the respondent. Heard the learned Senior Counsel appearing for the applicant and perused the material available on record.

7.The terms of the Memorandum of Understanding very clearly states that the Memorandum of Understanding dated 07.08.2015 is valid for a period of 15 years from the date of execution of the Memorandum of Understanding. Further, the manner in which an amendment can be effected is detailed in the Memorandum of Understanding in the Clause 11. The correspondence shows that the provision of Clause 11 of the Memorandum of Understanding has not been followed. Since one of the terms of the Memorandum of

Understanding is that the respondent should permit the applicant to sponsor two candidates for consortium fee of Rs.7,50,000/- each which right is being continuously exercised by the applicant since 2015 there shall be an order of interim direction as prayed for. However, the admission of these sponsored candidates will be subject to the ultimate result of the Arbitral proceedings.

8.The learned counsel for the respondent seeks time to file their counter."

3.In view of the detailed order passed by the learned Judge as above, the same order is required to be passed for the present academic year also. In the said circumstances, there shall be an order of interim direction as prayed for in this Application in A.No.124 of 2021. However, the admission of the two sponsored candidates will be subject to the result of the arbitral proceedings.

Post the matter on 07.09.2021 for filing counter.

10.08.2021

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