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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 16.07.2021

CORAM:

THE HONOURABLE Mr. JUSTICE S.S.SUNDAR

W.P. No. 14622 of 2021

Dr.Vandana Zachariah

.. Petitioner

Versus

1.The Provincial, Chennai Province,
Loyola College, Sterling Road,
Nungambakkam,
Chennai - 600 034.

2.The Rector,
Loyola College, Sterling Road,
Nungambakkam,
Chennai - 600 034.

3.The Dean - Academics,
Chairperson - Grievance Redressal Committee,
Loyola Institute of Business Administration (LIBA),
Sterling Road, Nungambakkam,
Chennai - 600 034.

4.The Chairman, AICTE,
Nelson Mandela Marg,
Vasant Kunj, New Delhi - 110 070.

5.The AICTE Representative,
AICTE - Southern Regional Office,
Shastri Bhavan, 26,
Haddows Road, Nungambakkam,
Chennai - 600 006.

6.The Principal / Director,
Loyola Institute of Business Administration (LIBA),
Sterling Road, Nungambakkam,
Chennai - 600 034.

.. Respondents

Writ Petition filed under Article 226 of the Constitution of India, praying to issue a Writ of Certiorarified Mandamus calling for the letter dated 01.07.2020, terminating the petitioner from service, on the file of the sixth respondent and quash the same as unlawful, incompetent and ultra-vires and consequently direct the sixth respondent to reinstate the



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petitioner with immediate effect in the post of Professor of Finance as a full time faculty along with the petitioner back-wages with all allowances and monetary benefits and also direct the sixth respondent to issue an unconditional apology to the petitioner.

For Petitioner : Mr. R.Jaya Prakash
for Mr. M.Guruprasad

For Respondents : No appearance

O R D E R

This Writ Petition is filed to quash the order of the sixth respondent dated 01.07.2020, and consequently direct the sixth respondent to reinstate the petitioner with immediate effect in the post of Professor of Finance as a full time faculty along with the petitioner back-wages with all allowances and monetary benefits and also direct the sixth respondent to issue an unconditional apology to the petitioner.

2. It is stated by the petitioner that she joined Loyola Institution of Business Administration (LIBA) on 01.07.1996 as a Junior Lecturer. It is further stated by the petitioner that she was promoted to the post of Professor of Finance in the year 2005. Later the petitioner attained the age of superannuation as on 05.03.2018. However, it is stated that on the petitioner's willingness to continue in service in LIBA, the sixth respondent retained her on contract basis. It is the case of the petitioner that the contract was renewed on 01.07.2019, for another one year. However, the petitioner was given the impugned letter dated 01.07.2020, stating that the petitioner is relieved from all her duties and responsibilities as Professor of Finance at LIBA with effect from 01.07.2020. Even earlier by a communication dated 07.06.2020, the petitioner was informed that from July 2020, the petitioner will be relieved from her service at LIBA. The petitioner has challenged the impugned communication on the ground that the sixth respondent retained some other contract employees even though it is stated in the earlier communication by the sixth respondent that due to Covid-19, he is not renewing any contract beyond July 2020. The petitioner states that the All India Council for Technical Education (AICTE) Rules stipulates the age of superannuation of teaching faculties as 65 years. The contention of the petitioner is that since the petitioner has not attained the age of superannuation, she should be allowed to work until she attains 65 years. Though the sixth respondent, in the impugned order, stated that no contract would be renewed after July 2020, it is contended that the sixth respondent retained several faculties by extending the period of contract. Hence the present writ petition.



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3. Learned counsel appearing for the petitioner pointed out that AICTE has issued a notification dated 05.05.2021 and that the impugned order passed by the sixth respondent is in violation of guidance given by AICTE. Learned counsel appearing for the petitioner submitted that the petitioner has impeccable records and never subjected to any disciplinary action.

4. This Court carefully considered the submissions of the learned counsel appearing for the petitioner and the averments made in the affidavit filed in support of this petition. First of all the petitioner was appointed as a Professor of Finance purely on contract for a specific period. It was also mentioned that the employee or the petitioner may be terminated with one month notice or one month remuneration in lieu of the notice. Though the petitioner's appointment is only for a fixed period and the petitioner has accepted to work on contract basis, the petitioner cannot assume that she would be retained in service beyond the period up to which she was appointed as Professor of Finance. The petitioner was appointed by order dated 01.07.2019. The relevant portion of the said order is extracted hereunder:

"...

I am happy to renew your service as Professor of Finance at LIBA from July 1, 2019 for a period of one year on a consolidated Consultancy (all inclusive) of Rs.2,40,000/- per month. No other allowances or P.F. Will be given. I would like you to continue to serve as Chairperson of the Alumini Association.

During the contract period, either party may terminate the service with one month notice or one month remuneration in lieu of the notice. You are expected to follow the rules, terms and conditions of LIBA which are in force. You shall be entitled to the leave benefits as other faculty do."

5. The impugned order simply shows that the petitioner is relieved from all her duties and responsibilities of Professor of Finance at LIBA from July 2020. Having regard to the terms found in the letter of appointment, first renewal and the subsequent communication, this Court is unable to treat the non-employment as termination of service. The petitioner has no right to seek continuity in service beyond the terms of the contract of employment. Since the employment of petitioner is purely contractual, the petitioner cannot expect the sixth respondent to keep her in the post for any reason. The All India Council for Technical Education has issued a notification dated 05.05.2021. The relevant portion of the notification is extracted hereunder:



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"...

AICTE is in receipt of grievances from the Faculty / Staff regarding termination of services, non-payment of salary etc., and from students regarding insistence by institutes for paying full year/full term fees."

The notification of AICTE is applicable only to the staffs who are in service and not the petitioner whose tenure as Professor comes to an end by July 2020.

6. The petitioner having accepted the employment on contract basis cannot feel aggrieved after the expiry of the contract. The petitioner by a representation dated 10.06.2021, has stated that she was treated badly by the sixth respondent by not extending the employment beyond 01.07.2020. The petitioner having served as Professor of Finance should be aware of the financial implications of the institution. It is clear that the petitioner's appointment is only for a fixed period and that she has accepted to work on contract basis. The petitioner cannot claim right beyond the terms of contract. Therefore, this Court is unable to find any merits in the writ petition and accordingly, this writ petition stands dismissed as devoid of merits. No costs.

Sd/-

Assistant Registrar

//True Copy//

Sub Assistant Registrar

bkn

To

1.The Chairman, AICTE,
Nelson Mandela Marg,
Vasant Kunj, New Delhi - 110 070.

2.The AICTE Representative,
AICTE - Southern Regional Office,
Shastri Bhavan, 26,
Haddows Road, Nungambakkam,
Chennai - 600 006.

+1cc to Mr.M.Guruprasad, Advocate SR No.34085

W.P.No.14622 of 2021

AKII (CO)
PR (18/08/2021)