

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.10977 of 2022

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Anand Singh son of Krishna Pal Singh, Professor, Nalanda University, Rajgir, Bihar. Permanent resident of 2A, Dayal Residency, Faizabad Road, District-Lucknow (U.P.)

... .. Petitioner/s

Versus

1. The University Grants Commission through its Secretary, Bahadur Shah Zafar Marg, New Delhi.
2. Nalanda University through its Vice Chancellor, Rajgir.
3. Prof. Sunaina Singh, the Vice Chancellor, Nalanda University, Rajgir.
4. The Governing Body, Nalanda University, Rajgir.
5. The Registrar, Nalanda University, Rajgir.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Sujeet Kumar Gupta, Adv. With Mr. Kirti Ranjan, Adv.
For the Respondent/s	:	Mr. Anjani Kumar, Sr. Adv. With Mr. Amit Kumar Jha, Adv
For U.G.C.	:	Mr. Amarendra Nath Verma, SC to UGC

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CORAM: HONOURABLE MR. JUSTICE SANJEEV PRAKASH SHARMA

ORAL ORDER

2 14-09-2022

1. Heard the parties.

2. The petitioner by way of this writ petition has prayed to set aside the order dated 15th July, 2022, whereby he was informed that he shall be relieved from the services of Nalanda University on 5th August, 2022 upon completion of his term.

3. Learned counsel submits that other persons have not been relieved even after they have completed their term.

4. So far as the petitioner is concerned, his services

were on basis of a contract entered into between the parties and initially the period of contract was for three years, whereafter the petitioner's services were extended for one year further vide order dated 30th July, 2021.

5. Learned counsel submits that no reasons have come forward for not extending services of the petitioner.

6. I have considered the submissions, the petitioner was appointed on contract for a term of three years. The same was extended for one year on the same existing terms and conditions, specifically, up to 5th August, 2022 vide order dated 2nd July, 2021. On 30th July, 2022, the petitioner was informed that his term is going to end on 5th August, 2022. The respondents did not extend his services.

7. In the opinion of this Court, the petitioner does not have a right to claim extension of service, when the service is under a contract. There is no violation of the terms of contract. The submission of the learned counsel that one of the condition of the terms of contract were that the termination would be in accordance with the provisions of Nalanda University Act, 2010 is also not made out as the said termination clause is in the event of violation of terms of agreement. The order dated 15th July, 2022 is neither stigmatic nor it assigns any adverse reason.

8. In view, thereof, the order simplicitor passed by the respondent cannot be said to violate condition no. 4 of the terms of agreement.

9. In view thereof, no case for interference is made out. The writ petition is devoid of merits and is accordingly dismissed.

(Sanjeev Prakash Sharma, J)

Pravinkumar/-

Item No. 4

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