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W.P.No.25663 of 2017

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 31.03.2023

CORAM :

THE HONOURABLE MR.JUSTICE S.M.SUBRAMANIAM

Writ Petition No.25663 of 2017
and WMP Nos.27064 & 27065 of 2017

C.V.Subramanian

... Petitioner

-Vs-

1. Vinayaga Mission University,
(a Deemed University under Sec. 3 of the UGC Act)
Sponsored by Thirumuruga Kripananda Variyar,
Thavathiru Sundara Swamigal Medical Educational
and Charitable Trust and Vinayaga Missions
Research Foundations Trust,
Sankari Main Road, NH-47, Ariyanur,
Salem Distirct,
Rep. By Dr.A.S.Ganesan, Chancellor.

2. Dr.A.S.Ganesan,
Chancellor, Vinayaga Mission University,
160, Poonamallee High Road,
Kilpauk, Chennai – 600 010.

... Respondents

Prayer : Writ Petition filed under Article 226 of the Constitution of India praying for the issuance of a Writ of Certiorarified Mandamus, calling for the records comprised in the proceedings of the Respondents dated 06.10.2014 and quash the same as illegal arbitrary and unjustified in law and consequently direct the respondents to pay to the Petitioner the Retainer Fee at Rs.1,00,000/- p.m. from 01.08.2012 to 06.10.2014 together with interest @ 24% p.a.



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For Petitioner : Mr.C.V.Subramanian
Petitioner-in-person

For Respondents : Mr.P.Siva Prakash

ORDER

The order impugned dated 06.10.2014, rejecting the claim of the writ petitioner to settle the Retainer Fee of Rs.15 lakhs, is under challenge in the present writ petition.

2. The petitioner states that he was deprived of his Retainer Fee for the period from 01.08.2012 to 06.10.2014 through the impugned order, without any valid reason by the respondents, which is a deemed University under the provisions of the statute.

3. The services rendered by the petitioner is not in dispute and the petitioner continued as a Retainer for the first respondent University from 2010 to 2014. When the claim is made by the writ petitioner to settle the Retainer Fee, the order impugned was passed stating that the respondent University had not recognized the petitioner as a Retainer from 01.08.2012.



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4. The petitioner-in-person made a submission that he had not received any such order of termination from his Retainership or otherwise. The order impugned was passed on 06.10.2014 with retrospective effect from 01.08.2012 and therefore, the respondent is liable to settle the Retainer Fees, till the date on which the order impugned was passed.

5. The learned counsel for the respondents made a submission that after passing the impugned order on 06.10.2014, the parties negotiated the issue and a Memorandum of Understanding was signed between the writ petitioner and the 1st respondent on 07.10.2014 and in the Memorandum of Understanding, the claim of the writ petitioner has been referred as follows:

“WHEREAS the claim of the Party of the first part for Rs.15 Lakhs claimed as Retainer Fee for the period beyond 01-08-2012 has been considered by the Party of the second part and the same has been rejected on the ground that the Party of the first part was not recognized as the Retainer Advocate from 01-08-2012 and a letter has been sent to the Party of the first part rejecting the said claim.”

6. With reference to the said claim, the Memorandum of Understanding was entered into between the petitioner and the



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respondent university and Clause 3 of the Memorandum of Understanding dated 07.10.2014, reads as under.

“3. The Party of the first part hereby declares and states that the payment of the sum of Rs.15 lakhs (Rupees fifteen lakhs only) after deducting the applicable taxes in the manner aforesaid constituted full and final discharge of the Bills, claims and other charges as referred to above and that the Party of the first part shall have no further claims whatsoever as against the Party of the second part and/or any of its officials.”

7. Referring the above clause, the learned counsel appearing for the respondent-University states that the dues to the petitioner had been settled in full and therefore, the present writ petition is to be rejected.

8. The petitioner-in-person states that the dues settled is not connected with the dues claimed and therefore, the respondents are liable to pay.

9. However, these disputed facts cannot be adjudicated in a writ petition and therefore, the petitioner is at liberty to move the appropriate forum for redressal of his grievance.



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WEB COPY 10. With the above observations, the writ petition stands disposed of. No costs. Consequently, the connected Writ Miscellaneous Petitions are closed.

31.03.2023

Index: Yes/No
Speaking/Non-speaking order.
Neutral Citation: Yes/No.
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S.M.SUBRAMANIAM, J.

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