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

BEFORE

HON'BLE MR. JUSTICE PURUSHAINDR KUMAR KAURAV

+ **W.P.(C) 6350/2012 and CM APPL. 14412/2018**

Between: -

**INTERNATIONAL INSTITUTE OF
INFORMATION TECHNOLOGY,
A PUBLIC CHARITABLE TRUST REGISTERED
UNDER THE PROVISIONS OF THE BOMBAY
PUBLIC TRUSTS ACT, 1950 AND THE SOCIETIES
REGISTRATION ACT, 1860, HAVING THEIR OFFICE
AT P-14, RAJIV GANDHI INFOTECH PARK,
HINJAWADI, PUNE – 411057,
STATE OF MAHARASHTRA.PETITIONER NO.1**

**I2IT PRIVATE LIMITED
A COMPANY INCORPORATED UNDER THE
PROVISIONS OF THE COMPANIES ACT, 1956
HAVING ITS REGISTERED OFFICE
AT P-14/1, RAJIV GANDHI INFOTECH PARK,
HINJAWADI, PUNE- 411057,
STATE OF MAHARASHTRA.PETITIONER NO.2**

*(Through: Mrs. Neelima Tripathi, Sr. Advocate with Mr. Nitin S.
Tambwekar and Mr. B. S. Sai, Advocate.)*

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KUMAR KAURAV

INDIRA GANDHI NATIONAL OPEN UNIVERSITY
A STATUTORY BODY CONSTITUTED UNDER THE
PROVISIONS OF INDIRA GANDHI NATIONAL OPEN
UNIVERSITY ACT, 1985 HAVING ITS
HEADQUARTERS AT MAIDAN GARHI,
NEW DELHI- 110068.

..... RESPONDENT

(Through: *Mr. Aly Mirza, Advocate.*)

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Pronounced on: 24.01.2024

J U D G M E N T

1. The petitioners in the instant writ petition seek to challenge the letter dated 06.09.2012, issued by the respondent-Indira Gandhi National Open University (hereinafter 'IGNOU') whereby, IGNOU informed the petitioners that the students of 2009 batch are out of the purview of the collaboration dated 08.06.2010 entered between petitioner no.1 and IGNOU. The petitioners, therefore, sought various directions including direction to the IGNOU to issue a consolidated marksheet of 286 students admitted in the 2009 batch and consequent thereto, issue degree certificates to the said students, who had successfully completed their course and passed their examination.

BRIEF BACKGROUND

2. The facts of the case would show that petitioner no.1 is an educational institute registered as a public charitable trust under the provisions of the Bombay Public Trusts Act, 1950 and the Societies Registration Act, 1860. The petitioner no.2 is a private limited

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company incorporated under the provisions of the Companies Act, 1956. The respondent is a Central University established under the

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provisions of the Indira Gandhi National Open University Act, 1985 (hereinafter 'the Act').

3. The petitioner no.1 claims that it has large number of collaborations with national and international Universities/institutes as well as membership and associations with professional societies/organizations in the areas of teaching, research and project funding.

4. On 08.06.2010, a Memorandum of Collaboration (hereinafter 'MoC') was executed between petitioner no.1 and the IGNOU to establish a Joint Centre of Excellence (hereinafter 'JCE') for Advanced Education and Research. The JCE aimed to offer the respondent's full time face-to-face Masters Degree Programme at the state of the art academic and administrative infrastructure and resources of petitioner no.1 by converting the existing Postgraduate certificate programme of the petitioner-IIIT to Masters Degree Programme at IIIT Pune of IGNOU.

5. A Joint Coordination Committee (JCC) was formed to oversee and guide the overall functioning of the JCE and various other terms and conditions relating to the power of the JCC, composition of JCC and academic fees etc. were agreed upon. The first meeting of JCC took place on the date of execution of the MoC, i.e. 08.06.2010 itself and various decisions with respect to the admission of 115 students admitted for the programme for 2010-2012 were taken.

6. On 24.06.2010, the second meeting of JCC was conducted and amongst others, a suggestion was also recorded therein for the existing students of IIIT who had already completed two semesters that a separate proposal for consideration for the IGNOU degree needed to be submitted by the IIIT. It appears that immediately on 28.06.2010, a

Advanced Post graduation credits of the students of IIIT for the 2008 batch (ending in 2010) and 2009 batch (ending in 2011).

7. On 27.07.2010, the then Vice Chancellor of the IGNOU approved the formation of the Admission Sub-Committee. On 01.08.2010, the first Admission Sub-Committee convened its meeting and it was recommended that since the students of batch of 2008 had already completed their course in 2010, therefore, the same cannot be brought under the purview of MoC. However, migration of 2009 batch by relaxing norms was suggested. The said decision was taken as 2009 batch was to take additional courses as per the approved 2010 curriculum to fulfil the credit gap.

8. The Sub-Committee also suggested the payment of a lump sum migration fees to IGNOU for 2009 batch. It was agreed that either Rs.3,000/- per eligible student of 2009 batch shall be payable towards migration and admission to IGNOU, or a lump sum amount of Rs.9 Lac shall be payable, as a one-time fee for approximately 289 students of 2009 batch, whichever is higher.

9. On 03.08.2010, third JCC meeting was conducted. Besides others, it was decided that a lump sum amount of Rs.9 Lac towards migrating students of the 2009 batch, who were specifically admitted laterally for the programme of 2010 at the second, third and fourth semesters be charged.

10. The sharing formula of academic fees was decided as per the same norms as of MoC for duration of the semesters for which IGNOU-IIIT admitted the students in August, 2010. The then Vice Chancellor on 13.08.2010, approved the Minutes of the third JCC meeting. On 22.09.2010, an e-mail was received by petitioner no.1

issued to the students including migrated 2009 batch students. On 06.10.2010, IGNOU confirmed that the Student Registration Division (SRD) of IGNOU had allotted 1500 enrolment numbers including the 2009 batch.

11. On 12.11.2010, petitioner no.1 forwarded two drafts amounting to Rs.9 Lacs and Rs.81,58,569/-, aggregating to Rs.90,58,569/-, towards one time migration fee and academic fee sharing, respectively, with regard to the students of 2009 batch as per MoC.

12. On 05.01.2011, petitioner no.1 confirmed receipt of 1500 registration numbers stickers including migration cases of the 2009 batch. It appears that thereafter, there were various correspondences and on 23.05.2011, the matter was discussed by petitioner no.1 with the IGNOU regarding admission of 2009, 2010 and January 2011 batches.

13. On 14.09.2011, Memorandum of Understanding (hereinafter 'MoU') was executed between petitioner no.2 and IGNOU for the transfer of 2010 and 2011 batches enrolled under the MoC dated 08.06.2010. On 17.09.2011, the first meeting of JCC under the new MoU was conducted. The then Vice Chancellor of IGNOU agreed to transfer all the approved programmes to the new MoU without causing any disturbance to the new students.

14. In October 2011, provisional certificates were issued to the students of the 2009 batch on the basis of which they claimed to have joined their respective jobs. It appears that thereafter, there were various correspondences between petitioner no.2 and the IGNOU for issuance of the consolidated marksheet and degree, however, the same was not accepted. Finally, *vide* impugned communication dated

offered under the MoC signed in May 2010. Being aggrieved by the said communication, the petitioners approached this court for the relief as has been stated in the preceding paragraphs.

SUBMISSIONS

15. Ms. Neelima Tripathi, learned senior counsel appearing on behalf of the petitioners assisted by Mr. Nitin S. Tambwekar, submits that the impugned decision of IGNOU is *de hors* the terms and conditions of MoC and the same is causing immense prejudice to not only the petitioners but to 286 innocent students. She, therefore, submits that when the students complained to the petitioners, they have approached this court for necessary intervention. Learned senior counsel submits that the MoC does not explicitly bar 2009 batch students and the MoC empowers JCC to take necessary steps in order to determine the modalities under its purview.

16. Learned senior counsel, therefore, submits that if the minutes of the meeting under MoC dated 08.06.2010 or second MoU dated 14.09.2011 are perused, the same unequivocally demonstrates the IGNOU's acceptance of the migration of 2009 batch students, alongwith the payment of the requisite fees. According to her, the IGNOU cannot subsequently claim that the migration of 2009 batch is beyond the scope of MoC.

17. Learned senior counsel has pointed out various minutes of the meeting of JCC and has extensively read over the relevant paragraphs to indicate that even as per the IGNOU's understanding, it was fully empowered to enter into the MoC and as per the decision taken from time to time, the students of 2009 batch have also completed necessary

formalities and have even appeared in the examination. She, therefore, explains that allowing the students of 2009 batch to appear in the

examination, is a serious step and once the same has been allowed by the IGNOU, there is no reason to withhold the consolidated marksheet or the concerned degree.

18. Learned senior counsel, therefore, submits that the competence of JCC is not doubted by the IGNOU itself and in the said context the IGNOU ought not to have allowed the JCC at the relevant point of time to accept the fees and other formalities at the instance of the petitioners with respect to 2009 batch.

19. Learned senior counsel, therefore, contends that the conduct of the IGNOU is highly irresponsible and if at all, IGNOU had any reservations, the decision should have been promptly communicated to avoid any injustice to the innocent students. While invoking the principle of promissory estoppel, she emphasizes that the IGNOU, having acted on the basis of the decision taken by the JCC, cannot retract itself from its responsibility of issuing the consolidated marksheet and the concerned degree.

20. Learned senior counsel has placed reliance on the decisions passed by the Hon'ble Supreme Court in the cases of *Ashok Chand Singhvi v. University of Jodhpur & Ors.*¹, *Sanatan Gauda v. Berhampur University and Ors.*², *Parmender Kumar & Ors. v. State of Haryana & Ors.*³, *Shri Krishnan v. The Kurukshetra University, Kurukshetra*⁴, *Suresh Pal and Ors. v. State of Haryana & Ors.*⁵, *Medical Council of India (MCI) v. M.G.R. Educational & Research Insitute University & Anr.*⁶, *Vishundas Hundumal & Ors. v. State of*

¹ 1989 (1) SCC 399

² 1990 (3) SCC 23

³ 2012 (1) SCC 177

⁴ 1976 (1) SCC 311

⁵ 1987 (2) SCC 445

⁶ 2015 (4) SCC 580

MP & Ors.⁷ and the decisions of the US Supreme Court in the cases of **Cumberland Coal Co. v. Board of Revision of Tax Assessments in Greene County, PA. (four cases)**⁸ and **Lowa-Des Moines Nat. Bank v. Bennet et al.**⁹ She has further placed reliance on the decisions of this court in the cases of **Indira Gandhi National Open University v. Presidency Educational Trust**¹⁰, **Indira Gandhi National Open University v. Hindustan Aviation Academy**¹¹, **Mukul Kumar Sharma & Ors. v. All India Council for Technical Education & Ors.**¹² and **Hindustan Aviation Academy v. The Indira Gandhi National Open University**¹³.

21. The submissions made on behalf of the learned senior counsel appearing on behalf of the petitioners are vehemently opposed by Mr. Aly Mirza, learned counsel appearing on behalf of IGNOU.

22. While relying on the averments made in the counter affidavit, learned counsel asserts that there is no mandate for face to face teaching under the Act, referencing the decision in the case of **Hindustan Aviation Academy (supra)**.

23. He, therefore, submits that the very concept of face to face teaching is not permissible within the scope and ambit of the provisions of the Act as the Act itself has been set up fundamentally for providing distance education. According to him, there was no provision in the MoC for the migration of 2009 batch students.

24. He further submits that for operating any technical course, the approval of All India Council for Technical Education (hereinafter

⁷ 1981 (2) SCC 410

⁸ 1931 SCC Online US SC 173

⁹ 1931 SCC Online US SC 190

¹⁰ LPA 588/2014

¹¹ LPA 755/2013

¹² W.P. (C) 382/2018

¹³ W.P. (C) 5789/2012

‘AICTE’) is mandatory. He has referred to various provisions of the AICTE Act, 1987 and has relied on the principles laid down in the case of *Hindustan Aviation Academy (supra)*. While taking this court through the mandate of the JCC, learned counsel submits that the JCC cannot stretch its scope beyond what is envisaged in the MoC itself. He has extensively read over the scope of JCC under MoC to indicate that the JCC was envisaged to assist and provide the suggestion/mechanism to complete the course of 2010-2011 students. He, therefore, submits that when there were repeated requests by the petitioners to confer the degree and to issue a consolidated marksheet, the IGNOU constituted a committee to examine the veracity of the aforesaid complaint.

25. He, therefore, submits that a detailed inquiry was conducted by the committee which notes that the first intake of the students under the MoC was from July/August, 2010. He, therefore, justifies the impugned decision by stating that the JCC acted beyond the mandate conferred by MoC dated 08.06.2010 and the subsequent MoU dated 14.10.2011. He, therefore, submits that if certain steps such as deposition of fees, issuance of registration certificate etc., are taken by the petitioners and IGNOU, the same would not confer any right in the teeth of statutory provisions of the Act. According to him, since the migration of 2009 batch is not envisaged under the MoU, there is no question of JCC allowing the petitioners to deposit or transfer the fees or for the IGNOU authorities to issue the registration certificate etc.

26. Learned counsel has submitted that the petitioners themselves understood the factual position in the right perspective and therefore, in terms of the letter dated 25.05.2011, it was stated that the

petitioners wanted to terminate the MoC as the concerned courses required approval of the AICTE.

27. Learned counsel has placed reliance on the decision of the Hon'ble Supreme Court in the case of *Orissa Lift Irrigation Corp. Ltd. v. Rabi Sankar Patro & Ors.*¹⁴, *Nidhi Kaim & Anr. v. State of Madhya Pradesh and Ors.*¹⁵, *Abhyudya Sanstha v. UOI & Ors.*¹⁶, *Bharathidasan University & Anr. v. AICTE & Ors.*¹⁷ Learned counsel also relies on the same decision which has been relied upon by learned Senior Counsel for the petitioner i.e., in the case of *Hindustan Aviation Academy (supra)*. In addition, he placed reliance on two orders dated 11.10.2013 and 28.11.2013, passed in LPA 755/2013 which was preferred by IGNOU against the order passed by the learned Single Judge in the case of *Hindustan Aviation Academy (supra)*. Another order dated 21.05.2015 in the same case has also been referred to indicate that the LPA was dismissed as rendered infructuous when the fact of CBI inquiry was noted by the Division Bench of this court. He further relies on the order passed by the learned Single Judge of this court in the case of *ICRI Research P. Ltd. v. UOI & Ors.*¹⁸

28. In rejoinder submissions, learned senior counsel while placing reliance on the letter dated 11.11.2010 of the Vice Chancellor of the IGNOU, submits that the academic programmes referred therein at the masters level are conducted by the IGNOU through the IGNOU-IIIT JCE for Advanced Education and Research at Pune. All those courses are approved through due process by the competent body of IGNOU

¹⁴ (2018) 1 SCC 468

¹⁵ (2017) 4 SCC 1

(2011) 6 SCC 145

¹⁷ (2001) 8 SCC 676

¹⁸ 2013 SCC OnLine Del 2754

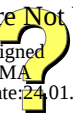
i.e., the Academic Council and Board of Management. The letter further states that the courses are full-time residential in nature and regular on-campus programmes of IGNOU is delivered through technology-enabled learning and the advanced infrastructure provided by the petitioners and therefore, those courses do not require any approval from the AICTE. According to her, the Vice Chancellor had stated that if the AICTE asked for the same, the appropriate communication would be made to the AICTE by the IGNOU itself.

29. Learned senior counsel, therefore, submits that believing on the aforesaid communication and the conduct of the IGNOU through the entire correspondence, the petitioners have *bonafidely* entered into the MoC. She, therefore, submits that when the JCC decided to migrate the 2009 batch students as well, the necessary proposal was submitted to the Sub-Committee and on approval of the said proposal, further steps were taken. She, therefore, submits that the IGNOU is acting arbitrarily and illegally and is applying different yardsticks for different batches.

30. According to learned senior counsel, the IGNOU itself has granted degrees for 2010-2011 batch without raising any grievance of AICTE approval or otherwise and therefore, for the 2009 batch students, they cannot apply a different parameter. She, therefore, submits that as a one-time measure, the IGNOU be directed to issue a consolidated marksheet and degree with respect to their courses.

31. I have considered the submissions made on behalf of the parties and perused the record.

ANALYSIS

32. It is relevant to primarily refer to the decision of a Coordinate Bench of this court in *Hindustan Aviation Academy (supra)*  

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the Act was examined in order to ascertain the authority of the IGNOU to recognize institutions/colleges. In paragraph no.22 of the said decision, the court has held that IGNOU had no legal authority to set up or recognise institutions/colleges on the line of the regular colleges where education is imparted by way of face to face programme, requiring the students to mandatorily attend classes. The aforesaid decision underscores that for any institution to attain the status of a study centre of IGNOU, it needs to fall within the meaning of Section 2(o) of the Act. It has been unequivocally held that any institute/college or centre where education is imparted by way of face to face programme cannot qualify as a study centre within the meaning of the Act.

33. Paragraph no.22 of the decision in the case of ***Hindustan Aviation Academy (supra)*** is reproduced as under:

“22. However, since the respondent- IGNOU had no legal authority to set up or recognize institutions/ colleges on the lines of regular colleges where education is imparted by way of face to face programmes, requiring the students to mandatorily attend classes, the petitioners institutes cannot be said to be institutions, constituent colleges, units or affiliated colleges of IGNOU, nor can they be said the ‘study centres’ within the meaning of section 2(o) of the IGNOU Act. In order to qualify as a ‘study centre’ of IGNOU, such centre needs to be only advising or counseling the students or rendering any other assistance which they may require for the purpose of taking education through open and distance education system. Any institute, college or centre where education is imparted by way of face to face programmes cannot qualify as a ‘study centre’ within the meaning of the IGNOU Act. Consequently, since the petitioners institutes cannot be said to be the institutions, constituent colleges, units or affiliated colleges of a university, they are not excluded from the definition of ‘technical’ institutions given in section 2(h) of the AICTE Act, 1983.”

34. In the instant case, admittedly, the petitioners have not claimed themselves to be institutes/colleges/centres within the meaning of the

Act. It is thus discernible that the petitioners are not excluded from the

definition of ‘technical institution’ given in Section 2(h) of the AICTE Act, 1987.

35. The degree courses for which MoC was entered into, include *inter alia* masters degree programme of IGNOU of two years’ duration or four semesters, by the name of M.Tech Advance Technology with specialization in software technology, network telecommunication embedded system design and similar areas.

36. The Hon’ble Supreme Court in the case of ***Orissa Lift Irrigation Corp Ltd. (supra)*** has held that the AICTE is the sole repository of power to lay down the parameters or qualitative norms for technical education. The determination of the course content, instructional methodologies, course duration and the manner in which those course be conducted, is a part of the broader concept of ‘technical education’. Any idea or innovation in that field is also a part of the concept of ‘technical education’ and must, as a matter, be vested in the exclusive domain of the AICTE.

37. Consequently, the principles enunciated in the case of ***Orissa Lift Irrigation Corp Ltd. (supra)*** finds direct applicability in the instant case.

38. Under the MoC, the existing advanced post graduate programmes of IIIT were to be subsumed into the master’s degree programmes (M.Tech. /MBA/ M.S.) of IGNOU. All those programmes are undeniably characterized as full time, face-to-face masters degree programmes. The said programmes fell beyond the purview of the Act and IGNOU was not empowered to impart education through such programmes. The disability of IGNOU in that regard stems from the Act, as construed in the case of ***Hindustan***

39. At the same, the disability of the petitioner stems from the AICTE Act, which categorically stipulates the approval of AICTE for imparting technical education. Thus, the petitioners were not legally empowered to impart education in the field of 'technical education', either independently or in collaboration with IGNOU, without obtaining approval from the AICTE. The petitioners can also not be treated as study centres/colleges/institutes of IGNOU. The interpretation of the provisions of law cannot be swayed by the personal understanding of the then Vice Chancellor of the IGNOU who, *vide* communication dated 11.11.2010, states that such programmes do not come under the purview of AICTE, whereas the petitioners themselves in their communication dated 24.07.2009 state that all the institutions except the Universities, are required to take permission of AICTE for starting the programme that comes under the AICTE. The methodology sought to be implemented by the MoC is impermissible in view of the existing legal regime.

40. At this stage, it would be apposite to emphasize that a legislative scheme cannot be subverted by way of a contract between the parties. No valid contract could go against the legal policy and if so, it could not be enforced despite *consensus ad idem* between the parties.

41. The argument advanced by the learned counsel appearing on behalf of the petitioners, asserting parity based on IGNOU's actions in granting degrees to the students for the academic year 2010-2011, is untenable. However, on this aspect, it may be suffice to observe that law is well-settled that a claim for the negative equality could not be sustained.

Chairman and Managing Director, TANGEDCO and Ors.¹⁹, while placing reliance on a catena of judgments and pondering over the concept of ‘negative equality’, has held as under:-

“28. A principle, axiomatic in this country's constitutional lore is that there is no negative equality. In other words, if there has been a benefit or advantage conferred on one or a set of people, without legal basis or justification, that benefit cannot multiply, or be relied upon as a principle of parity or equality. In Basawaraj v. Special Land Acquisition Officer, this court ruled that:

“8. It is a settled legal proposition that Article 14 of the Constitution is not meant to perpetuate illegality or fraud, even by extending the wrong decisions made in other cases. The said provision does not envisage negative equality but has only a positive aspect. Thus, if some other similarly situated persons have been granted some relief/benefit inadvertently or by mistake, such an order does not confer any legal right on others to get the same relief as well. If a wrong is committed in an earlier case, it cannot be perpetuated.”

29. Other decisions have enunciated or applied this principle (Ref : Chandigarh Admn. v. Jagjit Singh, Anand Buttons Ltd. v. State of Haryana, K.K. Bhalla v. State of M.P.; Fuljit Kaur v. State of Punjab, and Chaman Lal v. State of Punjab). Recently, in The State of Odisha v. Anup Kumar Senapati this court observed as follows:

“If an illegality and irregularity has been committed in favour of an individual or a group of individuals or a wrong order has been passed by a judicial forum, others cannot invoke the jurisdiction of the higher or superior court for repeating or multiplying the same irregularity or illegality or for passing a similarly wrong order. A wrong order/decision in favour of any particular party does not entitle any other party to claim benefits on the basis of the wrong decision.”

[Emphasis supplied]

43. An incidental question which emanates at this juncture and requires consideration is, whether the petitioners could claim any legitimate expectation for the conferment of degrees. As a corollary, it

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also requires consideration whether the said doctrine could be invalidated on being subservient to the public interest.

44. The doctrine of legitimate expectation is an important limb of our constitutional jurisprudence. It involves an expectation of a positive act and the legitimacy of such expectation is based on multiple factors such as past practices, similar conduct in similarly placed situations, consequences of non-performance, legislative or statutory scheme (if any) etc. It is fairly understood that the doctrine does not operate to impose fictional duties on a person, which are neither anticipated in the statutory scheme nor in the past practices.

45. Moreover, once a subject is covered by a statutory scheme and such statutory scheme is deemed valid in law, it would be impermissible to alter the statutory scheme for governing any subject, by referring to the doctrine of legitimate expectation. A legitimate expectation must have a sound basis. It could not be used in contravention of a clear statutory scheme. To do so would be violative of the concept of rule of law. It would be apposite to refer to the decision of the Hon'ble Supreme Court in the case of ***Food Corporation of India v. Kamdhenu Cattle Feed Industries***²⁰, wherein it was held that the considerations of public interest may outweigh a legitimate expectation. The Hon'ble Supreme Court pertinently observed that whether an expectation is reasonable or legitimate has to be answered "*not according to the claimant's perception but in larger public interest wherein other more important considerations may outweigh what would otherwise have been the legitimate expectation of the claimant.*"

46. Since it has been analysed in the instant case that the petitioners

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or IGNOU did not have any authority to enter into the MoC, therefore, no direction can be issued contrary to law. Even otherwise also, the scope of 2009 batch is not covered under the MoC.

47. According to the petitioners' own admission, the MoC did not explicitly encompass pre-existing 2009 batch of students. In paragraph no.3 of the writ petition, the petitioners *inter alia* state as under:

“---

The Memorandum of Collaboration did not specifically cover the already existing 2009 batches of students of the Petitioner No. 1.”

48. Additionally, in paragraph no.4 (i) of the writ petition, the petitioners also state as under:

“i. On becoming aware of the aforesaid collaboration between Petitioner No.1 and the Respondent for the 2010 batch of students, somewhere in July, 2010, students enrolled in the February, July and November batches of 2009 approached Petitioner No.1 for enrollment with the Respondent on the same basis as 2010 students were enrolled.”

49. A claim is laid on the basis of meetings of the Sub-Committee and JCC set up under the MoC. Since the MoC did not authorise JCC or any other committee under the said MoC to expand the scope of the MoC, therefore, the batch of 2009 cannot be covered under the purview of the MoC. The MoC did not stipulate any delegatory powers for the JCC or any committee thereof to alter the scope of the MoC.

50. On the contrary, Clause 3(d)(i) of the MoC dated 08.06.2010, specifically outlines the agreement between the parties regarding the sharing of academic fees for the academic session 2010-2012 for each of the courses offered by IIIT under the MoC. It clearly signifies that the MoC was intended to be entered into for the academic session

51. It is thus seen that the petitioners do not have any legal right to enter into MoC and the batch of 2009 is not covered under MoC. The MoC fell foul of the statutory scheme under the Act as well as AICTE Act. Therefore, there is no reason to accede to the prayer made in the instant writ petition.

52. The decisions relied upon by the learned senior counsel for the petitioners are distinguishable on facts. The decision in the case of *Ashok Chand Singhvi (supra)* relates to a case where the University committed a mistake while admitting the said candidate. In the instant case, the University i.e., IGNOU did not have any authority to enter into MoC and the students admitted by the petitioners are not before this court to claim any relief against the University.

53. Another decision in the case of *Sanatan Gauda (supra)* relates to the case where the student was allowed to appear in the examination and later on, the result was withheld.

54. In the instant case, there is no direct correspondence between the students and the IGNOU; rather the petitioners who were operating an institution are claiming relief for the students on the basis of the MoC. In none of the decisions relied upon by the petitioners, relief is granted contrary to the statutory provisions. Given the finding that the petitioners did not have any authority to enter into the MoC, no consequential relief can be granted.

55. The petition is, therefore, devoid of any merit and is dismissed along with the pending applications.

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