



W.P.No.10248 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 18.09.2025

CORAM:

THE HONOURABLE MR. JUSTICE **G.K.ILANTHIRAIYAN**

W.P.No.10248 of 2025

E.Harish

... Petitioner

-Vs-

1. The Registrar,
Sastra Deemed University,
Thirumalai Samudram and Post,
Tanjore 613 401.

2. M/s. HCL Technology Limited,
No.602/3,
ELCOT Economic Zone,
Medavakkam High Road,
Sholinganallur 600 119,
Chengalpattu District.

Represented By Its Authorized Signatory.

...Respondents

Prayer : Writ Petition filed under Article 226 of Constitution of India praying for the issuance of a Writ of Mandamus, directing the first respondent to publish the results of the final semester exams in BCA (Bachelor of Computer Applications) course bearing Regn No.21113070226 undertaken by the petitioner and consequently issue course completion certificate and degree certificate to the petitioner.



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For Petitioner : Mr.S.Kamadevan
For R1 : Mr.Niranjan Rajagopalan
for M/s GR Associates
For R2 : Mr.Srinath Sridevan
Senior Counsel
for Mr.P.M.N.Bhagavath Krishnan

ORDER

This Writ Petition has been filed for direction directing the first respondent to publish the results of the final semester exams in BCA (Bachelor of Computer Applications) course bearing Regn No.21113070226 undertaken by the petitioner and consequently issue course completion certificate and degree certificate to the petitioner.

2. Heard both sides and perused the materials available on record.

3. The petitioner, after completion of +2, joined in the second respondent Company in the month of July, 2019 as Software Tester. Thereafter, he was offered to undergo higher studies in order to equip himself in the computer knowledge about the updated software applications. Accordingly, the petitioner had joined in the first respondent University through correspondence studies in BCA for the academic year 2021-2024. It has six semesters. Since it is a correspondence course, his employment in the second respondent Company



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would not be affected. There was an agreement entered between the petitioner

and the second respondent and as per the terms of the agreement, the second respondent sponsored his name to the first respondent to undergo the correspondence course of BCA degree. However, after completion of his fourth semester, he decided to quit the job with the second respondent to have better prospects. The second respondent also allowed the petitioner to resign his job and the petitioner was relieved in the month of July, 2022. Thereafter, the petitioner had paid the fees for the third year and continued his degree in the first respondent University. After completion of his 6th semester, his results were with held by the first respondent and the petitioner was informed that his result was not published and directed the petitioner to obtain clearance certificate from the second respondent for publishing his result.

4. A perusal of the counter filed by the second respondent along with the documents produced before this Court and on the submissions made by the learned Senior Counsel appearing for the second respondent revealed that the second respondent permitted the petitioner to pursue his BCA degree in the first respondent University for a period of three years. The said course was a work-integrated program and the petitioner also executed a letter along with service



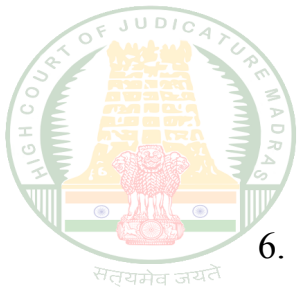
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agreement dated 18.08.2021. However, the petitioner had voluntarily exited

from the second respondent Company before completion of requisite period.

However, the petitioner failed to withdraw his higher education with the first respondent. As per the service agreement, in the event of the employee committing breach of any of the terms and conditions contained in clauses 3 and 4(a) to 4(d) including failure to serve the Company for the agreed 24 months post completion of the work integrated program or decides to leave, compel the organizations to terminate their service from the organization during the period of enrollment, they will also have to necessarily drop out of the course. In fact, during his studies, the second respondent had paid a sum of Rs.90,000/- towards the fees for the course. Thereafter, the petitioner tendered his resignation and it was accepted by the second respondent and the petitioner was relieved from the employment.

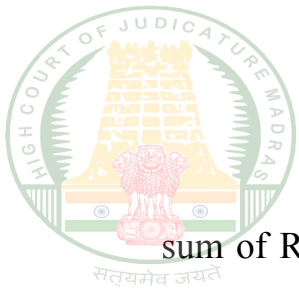
5. Now, the second respondent produced the communication sent by the petitioner through e-mail of the second respondent. According to the second respondent, he misused the e-mail of the second respondent and had sent an e-mail.



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6. A perusal of the counter filed by the first respondent and on the submissions made by the learned counsel for the first respondent revealed that the petitioner was admitted in BCA online degree programme on 07.03.2021 based on his appointment in the second respondent. Further, the petitioner has to do a project work in the final semester which is the responsibility of the second respondent Company as per the approved curriculum design. The first respondent will accept the second respondent's grading for these courses. The second respondent will inform the first respondent in the event of a student dropping out of the degree program. In fact, the petitioner did not inform about his resignation from the second respondent. Therefore, the petitioner continued his course suppressing his resignation of his employment from the second respondent. According to the first respondent, the course is conducted collaboratively with the second respondent and not individually. Therefore, the first respondent cannot provide a degree unless the candidate has completed the part of the course that pertains to the second respondent.

7. Thus, it is clear that the petitioner as well as the second respondent failed to inform the first respondent about the resignation of the petitioner. In fact, apart from the petitioner's salary, the second respondent had also paid a



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sum of Rs.90,000/- so as to pay the fees to the first respondent. Insofar as the third year course is concerned, the petitioner had paid the entire fees and also completed his third year. Only when the first respondent had withheld the result of the petitioner, the petitioner was informed that the certificate from the second respondent is necessary for publishing the result.

8. Admittedly, the petitioner had resigned the job from the second respondent even during his second year, second semester. Thereafter, he continued his classes till 6th semester. The 6th semester comprised only practical classes and not examination. Further, the first respondent has nothing to do with the Memorandum of Understanding executed between the petitioner and the second respondent. Further, the petitioner is also ready and willing to return the amount which was paid by the second respondent apart from the petitioner's salary.

9. In view of the above, the first respondent is directed to permit the petitioner to attend his 6th semester practical classes and after completion of the same, the first respondent is directed to publish the result of the final semester in BCA course of the petitioner and issue all the certificates. The second



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respondent is at liberty to take appropriate action against the petitioner for violation of Memorandum of Understanding as well as refund of the amount paid to the petitioner apart from his salary. It is made clear that the above direction cannot be used as precedent for others.

10. With the above directions, this writ petition is disposed of. No costs.

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Internet: Yes

Index : Yes/No

Neutral Citation: Yes/No

Speaking/Non Speaking order
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G.K.ILANTHIRAIYAN. J,

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To

1. The Registrar,
Sastra Deemed University,
Thirumalai Samudram and Post,
Tanjore 613 401.
2. The Authorized Signatory.
M/s. HCL Technology Limited,
No.602/3,
ELCOT Economic Zone,
Medavakkam High Road,
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Chengalpattu District.

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