



**IN THE HIGH COURT OF PUNJAB AND HARYANA AT  
CHANDIGARH**

Sr. No.247

**CWP No.4510 of 2023  
Date of Decision: 20.02.2025**

Institute of Law and Research, Jasana

.... Petitioner

Versus

Dr. Zafar Hussain and others

... Respondents

**CORAM: HON'BLE MR. JUSTICE TRIBHUVAN DAHIYA**

Present: Mr. D.S. Patwalia, Senior Advocate, with  
Mr. Gauravjit Singh Patwalia, Advocate, and  
Ms. Lagan Kaur Sidhu, Advocate, for the petitioner.

Mr. Mohak Bhadana, Advocate,  
Ms. Pallavi Babbar, Advocate, and  
Mr. Abhyudaya Paliwal, Advocate, for respondent no.1.

Mr. S.P. Arora, Advocate, and  
Mr. Vijay Sheoran, Advocate, for respondent no.5.

**TRIBHUVAN DAHIYA, J. (ORAL)**

The petition has been filed *inter alia* seeking a writ of *certiorari* quashing the judgment and order dated 15.02.2023, Annexure P-27, passed by the Additional District Judge-cum-Educational Tribunal, Faridabad, whereby letter/order dated 30.09.2022, terminating the first respondent's services has been set aside, and the petitioner/Institute has been directed to reinstate him in service with back wages and other service benefits.

2. Facts relevant to decide the matter are, the petitioner is a self-financed Institute of Law which is affiliated to the Maharishi Dayanand



University. The first respondent was initially appointed in the Institute (earlier known as National Institute of Law) as Lecturer, by the Director vide letter dated 25.10.2002, Annexure P-1. Later, he was selected on the post of Professor in Law, and offered the appointment vide letter dated 12.09.2014, Annexure P-3. Accepting the terms and conditions, he joined the service as such on 18.09.2014; the joining report is appended to the petition as Annexure P-4. Relevant terms and conditions of the appointment letter are as under:

1.     xxx               xxx               xxx
2.     Your services of the teaching are subject to termination at any time by giving two months notice or payment of two months salary in lieu thereof. Similarly, required notice will be given by the employee by giving two months notice or salary in lieu before leaving the service.
3. and 4.     xxx               xxx               xxx
5.     You will not at any times disclose, divulge or make public any of the process/accounts/transactions and dealing of the Institute, whether the same may be concerned to you or known to you in the course of your employment or otherwise at any time (either directly or indirectly) in any other business/undertaking whatsoever so long as you are in our employment.
6. to 9.     xxx               xxx               xxx
10.    Your appointment and continuation of service is subject to the feedback system conducted regularly from the students, Head/HOD, senior members and presentation of teachers to meet out the minimum standard for qualify education. If you fail to meet the required standard, you may be terminated, demoted or your increments can be withheld.
11.    xxx               xxx               xxx
12.    You will be governed by services rules and regulations made applicable from time to time by the Institute.



2.1. A complaint against the first respondent dated nil was submitted by the Institute's teaching as well as non-teaching faculty to the affiliating University, received by it on 03.07.2019. It was forwarded to the Institute vide letter dated 11.07.2019, Annexure P-6, with a request to examine the matter and offer comments with documentary evidence. The allegations against the first respondent were that he had opened a coaching academy for judicial services in the name of Zafar's Judicial Academy, and was using infrastructure of the Institute including car, petrol, etc., for his academy. It was also alleged that he compelled the Institute's teaching faculty to come and take classes there. Even the students were being forced to take coaching there. At the relevant time, the first respondent was working as Principal of the Institute. On receiving the complaint, Director of the Institute issued him a show cause notice, dated 14.08.2019, Annexure P-7, asking for his comments with documentary evidence. He submitted the comments/reply, dated 21.08.2019, Annexure P-8, refuting that he had opened any coaching centre/academy anywhere, and Zafar's Judicial Academy was managed and controlled by Ms. Renu Dhawan (his wife). It also needs to be mentioned that the first respondent wrote a letter dated 02.09.2019, Annexure P-11, in his own handwriting that he shall resign from the post of officiating Principal with effect from 30.08.2021, but refused to do so and threatened the Director and teaching staff of dire consequences. Thereafter, teachers of the Institute again made complaints against him to SHO, Police Station Tigaon, Faridabad, dated 28.08.2021, Annexures P-13 to P-18, apprehending damage to their life and property at his hands.

2.2. In this view of the matter, and finding that the first respondent had been working against the Institute's norms and spoiling the academic environment, the Principal put up a note dated 21.09.2022, Annexure P-21,



for approval before the Director, being the appointing authority, requesting that '*his services are not required at this institute and his termination may be allowed with immediately effect as per norms and conditions of his appointment letter*'. The note was approved by the Director with the remarks '*termination is allowed*'. Accordingly, the Principal, vide letter dated 30.09.2022, Annexure P-23, relieved the first respondent from duties by giving a cheque, dated 30.09.2022, of salary *in lieu* of two months' notice period amounting to ₹2,49,520. He received the relieving letter and endorsed his remarks '*Not Accepted. I am signing under pressure*'. Sometime later, on 21.10.2022, the cheque was encashed by him as established from his Bank account statement, Annexure P-24.

2.3. Thereafter, he challenged the termination order, dated 30.09.2022, by filing an appeal before the Educational Tribunal which was decided vide impugned judgment, dated 15.02.2023, holding that the appellant/first respondent could not have been terminated from service without holding an enquiry or granting him an opportunity of hearing. The termination order is stigmatic and could not have been passed without following the Principles of Natural Justice. The Haryana Affiliated Colleges (Security of Service) Act, 1979 (for short, 'the Act of 1979'), and the Haryana Affiliated Colleges (Security of Service) Rules, 1980 (for short, 'the 1980 Rules'), provided mandatory procedure of issuing a chargesheet and holding disciplinary enquiry before termination, which too was not followed. Therefore, the order of termination was declared illegal and set aside directing his reinstatement with full back wages.

2.4. The Institute has approached this Court by filing the instant petition against the Tribunal's judgment, dated 15.02.2023.



3. In this background, Mr. Patwalia, learned senior counsel, contended that the first respondent had entered into a contract of service with the Institute, and his services were terminated strictly in terms therewith by paying the notice period salary which was accepted by him as well by encashing the cheque on 21.10.2022. Therefore, the termination cannot be termed illegal. He further contends that the first respondent has been relieved from service pursuant to the order of termination simplicitor; it is not stigmatic in any manner as it does not refer to any of the allegations levelled against him. The Institute decided not to go into the allegations and enquire into the matter; instead, it took a decision to relieve him simply in terms of the contract of service entered into by him, dated 12.09.2014. Therefore, no regular enquiry into the matter was called for under the Rules of 1980. Lastly, it has been contended that even if this Court is to hold the termination illegal, the first respondent is not entitled to reinstatement as the contract of service cannot be specifically enforced. He, at the most, can claim compensation *in lieu* thereof.

4. *Per contra*, learned counsel for the first respondent contends that the termination order is stigmatic as it has been passed on the basis of allegations levelled against the first respondent which include spoiling academic environment at the Institute, disobeying the orders of higher authorities, misusing power during his tenure as Principal and threatening the faculty. Therefore, it could not have been passed without issuing a chargesheet and holding a regular enquiry. It has also been contended that the order is not sustainable since it has been passed by the Principal who is not the appointing authority.

5. Submissions made by learned counsel for the parties have been considered.



6. It is apparent on record that the first respondent entered into a contract of service with the Institute, as contained in the letter of appointment as Professor in Law, dated 12.09.2014. While working as Professor and holding the charge as Principal of the Institute, there had been complaints against him of running a private judicial academy, misusing his powers, spoiling academic environment, threatening the faculty, etc. These complaints were received through the affiliating University on 03.07.2019. Thereupon, a show cause notice, dated 14.08.2019, was issued to the first respondent. He replied to the same, and also wrote a letter that he shall resign as officiating Principal with effect from 30.08.2021, but refused to do so. The matter was allowed to rest there by the Institute and no further action was taken. However, more complaints were received against him from the faculty, dated 28.08.2021. All these facts were placed by the Principal before the Director, who is the appointing authority, for appropriate decision; considering the allegations levelled he allowed the termination of first respondent from service on 22.09.2022. In compliance therewith, the Principal relieved him from service as per terms and conditions contained in the letter of appointment, dated 12.09.2014, by giving two months' salary *in lieu* of the notice period vide cheque dated 30.09.2022, which was encashed by him on 21.10.2022.

7. Undisputedly, the first respondent entered into a contract of service which was determinable in nature as it could have been terminated by either party on two months' notice or salary *in lieu* thereof, and the letter of termination dated 30.09.2022 was issued to him in terms therewith. It reads as under:

It is hereby intimated that your services in Institute of Law and Research, Jasana are no longer required w.e.f. 30.09.2022 as per



terms and conditions of your appointment letter dated ILRF/2014/219(A) dated 12.09.2014, which were duly accepted and signed by you.

A cheque No. 117607 dated 30.09.2022 Rs.2,49,520/- (Rupees Two lac forty nine thousand five hundred twenty only) in lieu of the notice period of two months as mentioned in your appointment letter is hereby enclosed.

It has the consent and approval of the management and appointing authority.

Therefore, you are hereby relieved from your duties w.e.f. 30.09.2022. (A/D). Your pending dues/salary, if any will be credited in your bank account after the final clearance from the Institute.

Evidently, the letter of termination does not refer to any of the allegations levelled against the first respondent, and conveys, with the consent of appointing authority, that his services are no longer required. The termination was not done as a measure of punishment and, consequently, regular enquiry was not required to be conducted in the matter. The procedure laid down under Appendix 'C' of the Rules of 1980 regarding issuing a chargesheet and holding disciplinary enquiry is required to be followed only if any of the major punishments stipulated therein, including that of dismissal/removal from service, or reduction to a lower post or time scale, or withholding of annual increments of pay with cumulative effect, is to be imposed. This is not the case here, as no such punishment was contemplated or imposed upon the first respondent.

8. No doubt allegations were levelled against his conduct, as initially complaints against him were received through the affiliating University on 03.07.2019 and later from the Institute faculty on dated 28.08.2021; however, the allegations/complaints were never enquired into, nor any findings of any kind were recorded establishing his misconduct in any



manner. It's a case where due to the cloud of allegations against the first respondent, the Institute, instead of holding an enquiry to establish the misconduct alleged, decided not to retain him in service, and was within its rights to do so by terminating the contract of service in terms therewith. The allegations against the first respondent only formed the motive to terminate his service and not the foundation, therefore, no exception can be taken to it. A reference in this regard can be made to the settled law as reiterated by the Supreme Court in *Radhey Shyam Gupta v. U.P. State Agro Industries Corporation Ltd. and another*, (1999) 2 SCC 21; relevant paragraph whereof reads as under:

33. ... In all these cases, the allegations against the employee merely raised a cloud on his conduct and as pointed by Krishna Iyer, J. in Gujarat Steel Tubes case the employer was entitled to say that he would not continue an employee against whom allegations were made the truth of which the employer was not interested to ascertain. In fact, the employer by opting to pass a simple order of termination as permitted by the terms of appointment or as permitted by the rules was conferring a benefit on the employee by passing a simple order of termination so that the employee would not suffer from any stigma which would attach to the rest of his career if a dismissal or other punitive order was passed. The above are all examples where the allegations whose truth has not been found, and were merely the motive.

9. Further, the submission that the order of termination is illegal having been passed by the Principal, though Director was the competent authority, is also without substance. The Principal issued termination letter to the first respondent, dated 30.09.2022, after his termination was ordered by the appointing authority/Director by approving a note on the office file to



that effect, dated 21.09.2022, which was placed on record before the Tribunal as well.

10. In view of the reasons aforementioned, the petition is allowed, and the impugned judgment by the Tribunal, dated 15.02.2023, is set aside.

(TRIBHUVAN DAHIYA)  
JUDGE

20.02.2025  
Maninder

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|---------------------------|---|-----|
| Whether speaking/reasoned | : | Yes |
| Whether reportable        | : | Yes |