



CWP-13087-2025

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

CWP-13087-2025

Date of Decision: 27.05.2025

Achievers Welfare Society, Ateli Mandi, District Mohindergarh

....Petitioners

V/s

Union of India and others

....Respondents

**CORAM: HON'BLE MR. JUSTICE SHEEL NAGU, CHIEF JUSTICE
HON'BLE MR. JUSTICE SUMEET GOEL**

Present: Mr. Munish Gupta, Advocate for the petitioners.

Mr. Anil Chawla, Senior Panel Counsel
for respondent Nos.1 to 3-UOI.

Mr. Deepak Balyan, Addl. Advocate General, Haryana
for respondent Nos.4 to 6.

SUMEET GOEL, JUDGE

1. The *petition in hand* is a civil writ petition preferred under Articles 226/227 of the Constitution of India praying, in essence, for quashing of order dated 02.04.2025 passed by respondent No.2 (hereinafter referred to as '*impugned order*'), whereby the de-affiliation proceedings against the petitioner's institute has been directed to be kept in abeyance till further orders or until the petitioner submits a renewed lease deed after obtaining legal possession and the petitioner has been proscribed from admitting fresh trainees.

2. Shorn of non-essential details, the relevant factual milieu of the *lis in hand* reads, thus:



(i) The petitioner, a registered society, is stated to be running an Industrial Training Institute (hereinafter referred to as '*institute in question*') in District Mohindergarh, Haryana. The petitioner, for this purpose, had entered into a lease-agreement with respondent No.7 for establishing an educational institute. The said lease deed dated 21.08.2009 (hereinafter referred to as '*lease deed in question*') was for a period of 10 years, which expired in the August, 2019.

(ii) The petitioner has pleaded that it has been running the *institute in question*, without any demur, since the year 2015 in terms of the affiliation norms for running an ITI, relevant clause whereof which is germane to *lis in hand* (hereinafter referred to as '*Clause 2.5.1*') reads as under:

Sr.No.	Processes	Actor/Responsibility	Timelines
2.5.1	Applicant shall upload documents on web portal like Approved Building Plan, Documents showing ownership of Plot and Building or Registered lease deed. Resolution by the applicant as mentioned in Annexure-2 as per latest NCVT norms.	Applicant	Within 60 calendar days after receipt LOI

(iii) The *lease deed in question* expired in the year 2019 and, as per the admitted case pleaded before this Court, respondent No.7 did not renew the same.

(iv) Dispute(s) arose between the petitioner and respondent No.7, which resulted into a civil suit being filed by the petitioner and an eviction petition preferred by respondent No.7 (herein) under the relevant tenancy



law i.e. Haryana Urban (Control of Rent & Eviction) Act, 1973 (hereinafter referred to as '*Haryana Rent Act*').

(v) On account of complaint(s) made by respondent No.7, respondent No.3 recommended for de-affiliation of the *institute in question* vide communication dated 22.07.2021, which impelled the petitioner to approach this Court by way of writ petition (CWP-17730-2021) challenging the same. This Court vide order dated 08.01.2025, disposed of the said writ petition with a direction to the competent authority to decide the representation of the petitioner after affording an opportunity of hearing to it.

(vi) It is in the wake of the above order dated 08.01.2025 passed by this Court, respondent No.2 has passed the *impugned order* which has propelled filing of the instant petition.

It is in this factual backdrop that the *petition in hand* came up for receiving consideration at the hands of this Court.

3. When the *petition in hand* was taken up for *limine* hearing, learned counsel for respondent Nos.1 to 3 as also for respondent Nos.4 to 6 had caused appearance on the strength of advance notice. Since this Court has proceeded to adjudicate upon the *petition in hand*, at *limine* stage, we did not deem it appropriate to issue notice to respondent No.7.

4. Learned counsel for the petitioners has argued that, though the term of the lease of the premises wherein the *institute in question* is functioning has expired in August, 2019, yet the petitioner continues to have lawful possession thereof in terms of protection being afforded under the relevant tenancy law i.e. *Haryana Rent Act*, 1973. Learned counsel has urged that the civil litigation as also the eviction petition under the *Haryana Rent Act* is pending between the petitioner and respondent No.7 and, thus, at



this stage it cannot be said that the petitioner does not fulfill the premises related requirement as contained in terms of *Clause 2.5.1*. Learned counsel has iterated that, as long as the *impugned order* is in force, it would result into the *institute in question* not being able to admit fresh students and resulting in unbearable financial loss which may even lead to closure of the *institute in question*. It has been urged that in such a case even the students who are already admitted to the *institute in question* will be adversely affected and their career may be jeopardized.

On the strength of these submissions, grant of the *petition in hand* is entreated for.

5. Learned counsel appearing for respondent Nos.1 to 3, while relying upon *Clause 2.5.1*, has argued that the requirements at the end of an institute regarding ownership of the land and building on which it is functioning or existence of a valid registered lease deed in its favour is a pre-requisite condition(s) for running an ITI, which has not been met by the *institute in question*, as the lease deed for the premises has expired in the year 2019. Learned counsel has, thus, urged that the *impugned order* has been passed keeping in view the mandatory nature of requirements as envisaged in *Clause 2.5.1* for running an ITI as also for the welfare of the students.

5.1. Learned counsel for respondent Nos.4 to 6 has urged that respondent Nos.1 to 3 are the prime contesting respondents as the *impugned order* pertaining to de-affiliation etc. has been passed by the said respondents.

On the strength of these submissions, dismissal of the writ petition in hand is canvassed for.



6. We have heard learned counsel for the rival parties and have perused the paper-book.

7. The prime issue that arises for cogitation in the *petition in hand* is as to whether the *impugned order*; whereby the de-affiliation proceedings against the *institute in question* have been kept in abeyance till further orders or till the petitioner submits a renewed lease deed after obtaining legal possession from the concerned Court & debarring the *institute in question* from admitting fresh trainees; deserves to be quashed.

8. The fulcrum of the *lis* in hand revolves around *Clause 2.5.1*. A bare perusal of the said clause reflects that one of the pertinent condition(s) to seek affiliation for ITI is a valid ownership for plot and building where such institute is to function *or* registered lease deed of such premises. It is a common ground between the rival parties that the petitioner-society did have a valid lease deed, as required under *Clause 2.5.1* uptill August, 2019 wherein after the said lease deed was not renewed at the instance of respondent No.7. The causes(s) for which respondent No.7 did not enter into a fresh lease deed is not relevant for the adjudication of the *writ petition in hand*. The petitioner is raising its case primarily on the fact that it has attained the status of a statutory tenant and, thus, cannot be evicted except in accordance with the applicable tenancy law i.e. *Haryana Rent Act*.

9. The nuances of difference between a statutory tenant vis-à-vis are registered lessee need not be gone into by this Court in great detail. Suffice to say, there is difference *nay*, substantial difference between these two concepts and consequences arising therefrom. The requirement of *Clause 2.5.1* is either of ownership of the plot and building where the institute is sought to be run or a registered lease deed in respect thereof.



Where the competent regulatory authority, duly constituted and empowered to oversee the administration of the relevant course, has laid down specific conditions governing the grant of affiliations to institutions, it is incumbent upon such institutions to scrupulously adhere to those stipulations, which assume the character of binding statutory rules. These conditions, being a manifestation of the regulatory wisdom vested in the said authority, must be accorded due deference and cannot be lightly disregarded. It is a cardinal tenet of law that where the competent authority, empowered to frame rules for a specialised field has exercised its powers within the bounds of its jurisdiction, the writ court ought not to interfere with such rules or prescriptions in the exercise of its extraordinary writ jurisdiction under article 226 of the Constitution, save in cases of palpable illegality, manifest arbitrariness, or violation of Fundamental Rights.

At this juncture, it is worth noticing that no challenge has been laid to the veracity of *Clause 2.5.1*. In the absence of any challenge to the validity or vires of *Clause 2.5.1* itself, this Court cannot sit in judgment over the wisdom or policy underlying such regulatory prescription, nor can it substitute its own views for that of the expert body entrusted with such functions. This Court, in circumstances as the present one, must refrain from usurping the domain of regulatory authority, for it is well settled that matters of policy & academic governance lie beyond the ken of judicial review, except on limited grounds of illegality or constitutional infirmity.

No jurisdictional error has been pointed in the *impugned order*, so as to warrant interference by this Court under its writ jurisdiction. On the contrary, we find that the *impugned order* works out in favour of the welfare of the trainees whose admission is sought to be made by the *institute in*



question since their admission to an institute not having requisite premises may land their career in *doldrums*. It is within the sagacious contemplation & judicial experience of this Court that the grant of indulgence to the *institute in question*—where it stands bereft of any subsisting leasehold right emanating from a registered sale deed, as mandated by *Clause 2.5.1*—would inevitably precipitate a grave and avoidable misfortune. In the regrettable eventuality of the petitioner-society’s failure to secure lawful leasehold rights over the premises, the dire consequences would fall, not upon the *institute in question* or the petitioner-society, but rather upon the innocent & unsuspecting trainees — young minds who, in pursuit of their academic and professional aspirations, would entrust their futures to the promises of the *institute in question*. It is these trainees who would be left rudderless, their admissions imperiled and their academic progression cast into an abyss of uncertainty, all through no fault or omission of their own. It is the solemn duty of this Court, as the *sentinel on the qui vive* for the rights of the most vulnerable, to ensure that no student is subjected to such an ordeal.

10. In view of the prevenient ratiocination, the *petition in hand* is dismissed. No order as to costs.

(SUMEET GOEL)
JUDGE

(SHEEL NAGU)
CHIEF JUSTICE

May 27, 2025
Naveen/Ajay

Whether speaking/reasoned:	Yes/No
Whether reportable:	Yes/No