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

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**W.P.(C) 1298/2025 & CM APPLs. 6460/2025 & 6461/2025**

**DR MAHABIR PRASAD YADAV**

.....Petitioner

Through: Ms. Firdouse Qutb Wani, Mr. Md.  
Zaryab Jamal Rizvi, Ms. Afreen  
Saba, Advocates alongwith  
Petitioner in Person.

versus

**LAKSHMIBAI COLLEGE**

.....Respondent

Through: Ms. Beenashaw Soni and  
Ms.Mansi Jain, Advocates.

**CORAM:**

**HON'BLE MR. JUSTICE PRATEEK JALAN**

**ORDER**

**19.02.2025**

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1. This writ petition under Article 226 of the Constitution of India, is directed against a communication dated 30.01.2025, by which the respondent-College has removed the petitioner from its services, with retirement benefits.

2. It is stated in the writ petition that the petitioner was served with a show cause notice dated 30.05.2023, following the report of an Inquiry Committee dated 06.12.2022. He submitted a reply to the show cause notice on 13.06.2023. In the meanwhile, he also filed a purported appeal on 01.06.2023 to the Chancellor of the University, which was stated to be directed against the inquiry report and show cause notice.

3. The petitioner has since been served with the impugned order dated 30.01.2025. The order states that the decision against the petitioner, was



taken by the Governing Body of the respondent in its meeting held on 15.12.2022, reiterated on 23.02.2024, and approved by the University of Delhi on 29.08.2024. The matter was further deliberated upon by governing body in its meeting dated 29.01.2025.

4. Ms. Firdouse Qutb Wani, learned counsel for the petitioner, draws my attention to Proviso to Clause 9(1) of the Annexure to Ordinance XII, University of Delhi. [Annexure P-2 (Colly.)] which *inter alia* provides as follows:

*“9. (1) Any dispute arising in connection with the termination of the services of the teacher, except when on probation, by the Governing Body shall be referred to the arbitration of an Appeal Committee of three independent persons appointed by the Chancellor, who shall have power to inquire into all the facts of the case and to interpret the terms of this agreement, and their decision shall be final and binding on both parties. The Appeal Committee shall give its final decision within a reasonable time:*

*Provided that during the pendency of the appeal, the teacher shall continue to draw such salary or subsistence allowance, as the case may be, as he was drawing immediately prior to the termination of his/her services.*

*(2) The Indian Arbitration Act, 1940, shall apply to all arbitration under this Clause.”*

5. It is evident therefrom that the impugned order is appealable before an Appeal Committee appointed in terms of the said provisions.

6. In view of the above, Ms. Wani, upon instructions from the petitioner, who is present in Court, seeks permission to withdraw the writ petition with liberty to invoke the appellate remedy available to the petitioner against the order dated 30.01.2025. She accepts that the earlier appeal against the inquiry report and show cause notice was not maintainable, and states that no appeal has been filed against the final



order dated 30.01.2025.

7. Ms. Wani states that in terms of the proviso to Clause 9(1) mentioned hereinabove, the petitioner will seek salary or subsistence allowance as permissible under the Ordinance. In the event of an appeal being filed, the petitioner is at liberty to invoke the proviso to Clause 9(1) in accordance with law.

8. In view of the above, the writ petition, alongwith pending applications, is dismissed as withdrawn with liberty as aforesaid.

**PRATEEK JALAN, J**

**FEBRUARY 19, 2025**

Vc/kb/