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

+ W.P.(C) 7291/2019

DR. PUNITA SHARMA

.....Petitioner

versus

UNIVERSITY OF DELHI AND ANR.

.....Respondents

+ W.P.(C) 9597/2019 & CM APPL. 39508/2019

DR. URVI AGARWAL

.....Petitioner

versus

UNIVERSITY OF DELHI THROUGH
ITS REGISTRAR & ANR

.....Respondents

Appearances:

Mr. Manjit Singh Chauhan, Advocate for petitioner in item No. 6.

Mr. R.K. Sharma, Mr. Abhishek Sharma, Ms. Divya Sharma, Advocates
for petitioner in item No. 7.

Mr. Ankur Chhibber, Advocate for R-2.

Mr. Mohinder J.S. Rupal, Mr. Hardik Rupal, Advocate for DU in item
No. 7.

Mr. Santosh Kumar, Mr. Devansh Malhotra, Advocates for DU in item
No. 6.

CORAM:

HON'BLE MR. JUSTICE PRATEEK JALAN

ORDER

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29.07.2025

1. The petitioners are both Lecturers in the Department of Sanskrit in respondent No. 2 – Sri Venkateswara College [“the College”]. They have filed these writ petitions challenging orders passed by the College dated 01.04.2019, which imposed a penalty of refixation of salary by reduction by three stages with cumulative effect, and consequential orders dated



16.05.2019, by which their salary has been refixed.

2. The petitioners were appointed in the services of respondent – College on 11.09.1991 [in the case of Dr. Punita Sharma] and 12.11.1992 [in the case of Dr. Urvi Agarwal]

3. The genesis of the controversy lies in a complaint dated 22.07.2016 made to the Principal by an Assistant Professor (*ad-hoc*) in the same Department, making allegations of caste-based discrimination against the petitioners. The communication was forwarded to the petitioners with a direction to submit a response. The petitioners sought legible and authenticated copies of the representation. There was some correspondence between the parties in this regard.

4. Ultimately, Dr. Punita Sharma was served with a memorandum dated 07.09.2016, which alleged that she was not taking classes as per the approved timetable and was taking classes in rooms not allotted to her. Reference was made to a complaint from a different member of the faculty that he was thus prevented from taking classes and was forced to leave the classroom. The memorandum in the case of Dr. Urvi Agarwal is also dated 07.09.2016, and is on similar lines, but the complainant in this case was the original complainant, who approached the authorities in respect of alleged caste-based discrimination. Against these memorandums, the petitioners submitted their replies on 08.09.2016 and 09.09.2016 respectively, again requesting supply of documents.

5. By an order dated 07.10.2016, a Fact-Finding Committee [“the Committee”] was constituted by the College on the directions of the Chairman, Governing Body. The Office Order again refers to the original representation dated 22.07.2016, by which the petitioners were alleged to



have discriminated against a Scheduled Tribe member of the faculty.

6. The Committee submitted an undated report, pursuant to which the impugned order dated 01.04.2019 was issued by the Governing Body.

7. I have heard Mr. Manjit Singh Chauhan, learned counsel for the petitioner in W.P.(C) 7291/2019, Mr. R.K. Sharma, learned counsel for the petitioner in W.P.(C) 9597/2019, and Mr. Ankur Chhibber, learned counsel for the respondent-College.

8. It is not in dispute that the terms and conditions of the College appointed teachers are governed by Ordinance XII of the University of Delhi [“the University”], 1922, [“the Ordinance”]. The Ordinance provides for engagement of whole-time teachers only upon execution of an Agreement of Service, for which a format is provided in Annexure to the Ordinance. Although the Agreement has not been placed on record, learned counsel for the parties accept that the agreement between the petitioners and the College in the present cases were in terms of the said Annexure. The form specifically provides that withholding of any increment requires the consent of the University:

*“2. The Governing Body shall pay to the teacher during the continuance of his engagement a salary at the rate of Rs. p.m. raising by annual increments of Rs. to a maximum of Rs. p.m. and **no increment shall be withheld without the consent of the University.**”*

[Emphasis Supplied.]

9. As far as termination of the engagement of teachers for misconduct is concerned, the form of the Agreement contains detailed provisions in Clauses 5, 6 and 7. Clause 9 also provides for resolution of disputes by arbitration. However, in the present matters, as the petitioners have not been subjected to the punishment of termination, these provisions are not



applicable. Instead, what is required is compliance with the rules of natural justice, which must govern any administrative action, and consent of the University, under Clause 2 of the Annexure to the Ordinance.

10. It is the admitted position of the College that consent of the University was not taken before issuing the impugned orders.

11. Quite apart from the controversy with regard to the merits of the charges, provision of documents and opportunity of hearing and cross-examination granted to the petitioners, it does not appear that any charges were formally served upon the petitioners or formal inquiry proceedings held. As far as this aspect is concerned, my attention is drawn to the counter affidavit filed by the College, which also does not refer to any formal chargesheet or inquiry proceedings. There was also some ambiguity as to the exact charges against the petitioners. The original complaint dated 22.07.2016 was with regard to caste-based discrimination. However, the memorandums dated 07.09.2016, referred to their failure to take classes as per the approved timetable and in the rooms allotted to them, thus preventing other teachers from taking their classes. The Committee was not constituted to inquire into the allegations contained in the memorandums dated 07.09.2016, but into the original representation dated 22.07.2016. It is contended by the petitioners that they were never served with a copy of the report. Even in the counter affidavits filed by the College, there is no averment that the report was served. The report of the Committee has also not been placed on record.

12. In these circumstances, the procedure adopted by the College also does not comply with the principles of natural justice.

13. In view of my conclusion that the rules of natural justice were not



adequately followed in the present cases, and the admitted position that the consent of the University was not obtained, the impugned orders dated 01.04.2019 and 16.05.2019 are set aside. If the College is so advised, it is free to take appropriate action in accordance with law, at this stage. The rights and contentions of the parties are left open.

14. The writ petitions, alongwith the pending applications, are disposed of in terms of the aforesaid.

15. The next date of hearing, i.e. 06.10.2025, stands cancelled.

PRATEEK JALAN, J

JULY 29, 2025

'Bhupi'/AD/