

09.04.2026
14
sdas

WPA 5267 of 2025

Sagnik Dey
Vs.
The State of West Bengal & Ors.

Mr. Arkadeb Biswas
..... for the petitioner

Mr. Swapan Kumar Datta, learned G.P.
Mr. Tapas Kumar Dey
..... for the State

Ms. Aparajita Rao
Ms. Nabanita Dutta
..... for the respondents no. 3 to 5

1. The petitioner is presently a student in the Indira Gandhi National Open University (IGNOU) pursuing a bachelor course in Economics.

2. The petitioner's grievance is against his former *alma mater*, Presidency University. He had been unsuccessful in clearing a paper in Economics while he was pursuing the bachelor degree in Economics in the Presidency University.

3. Petitioner has a two-fold prayer. The first that he be given a copy of his answer script in the Economics paper in which he was unsuccessful referred to as ECONO4C8 (hereinafter referred to as the 'said paper') and

second that his credit score in a similar course being pursued by him in IGNOU be transferred to the said paper to enable him to overcome the pass marks.

4. Mr. Biswas, learned Advocate appearing for the petitioner submits that the result for the said paper was published in July, 2023 and upon coming to learn that he was unsuccessful in the said paper, applied for supplementary examination on July 22, 2023. Unfortunately the petitioner was unsuccessful in the supplementary examination as well. However, he applied in October, 2023, for getting a copy of the paper of his third attempt of the said paper. This application was made to the concerned authority but was never acted upon. Thus, the answer-script of his third attempt of the said paper ought to be given to him.

5. The second grievance of the petitioner is that he had pursued a similar course in the IGNOU and was, therefore, entitled to have the marks above the pass marks in the IGNOU, credited to the marks for the said paper in the Presidency University.

6. Ms. Rao, learned Advocate appearing for the Presidency University submits that the

answer-script of the third attempt of the petitioner of the said paper cannot be given in view of the following issues :

- (a) The application for getting the answer-script ought to have been made within a period of 15 days in the prescribed form. The application by the petitioner was made in October, 2023, almost after three months of the publication of the result in July, 2023;
- (b) The application made in October, was not in the prescribed format and thus, could not have been entertained in any event;
- (c) The petitioner having taken the supplementary examination for the said paper, became disentitled to seek a copy of his answer script of that paper in his third attempt.

7. In so far as the second grievance of the petitioner is concerned, Ms. Rao submits that the course, being pursued by the petitioner, in IGNOU is not equivalent to the course that he pursued in the Presidency University which had been intimated to him in no uncertain terms and thereby the marks obtained in the IGNOU could not have been considered for the purpose of the credit score, which is

permissible under the Regulations of modification of the examination and transfer of studentship of the Presidency University, Kolkata.

8. I have heard the learned Advocates for the parties and gone through the records. The primary issues are on a short conspectus of facts.

9. The petitioner's grievance is that he has not been given the answer-script of the said paper in his third attempt, seems impermissible as the application was made after the lapse of the stipulated period of 15 days from the date of the publication of the result added to the fact that after the result was published, the petitioner had already taken and/or sat for a supplementary examination of the same paper. The petitioner has thereby consciously given up his right to seek the answer script of the paper for which he has already taken a supplementary examination.

10. Further, the application seeking the answer-script for the said paper on his third attempt has been made at a rather belated stage, almost after the expiry of three months from the date of publication of the result.

Clearly the petitioner does not have any right to seek the answer-script of the said paper at such a belated stage.

11. In so far as the petitioner's second grievance is concerned, which is far more substantial, that the petitioner should be permitted to have the credit score of a paper in a similar course, transferred to the said paper for which he had taken the examination in the Presidency University. However, the petitioner is faced with an imminent limitation and/or hurdle as the transfer of credits, as stipulated in the Rules for transfer as enumerated hereunder :

“The student may be allowed to transfer credits from a programme in institute of national repute (mentioned in clause 5). Credit Exemption may also be allowed in this regard. Credit transfer/exemption depends on whether the accumulated credit is relevant to the programme to which the student wants to transfer.”

12. It is clear and unequivocal that the credit score can only be transferred for programmes of institutes of national repute which are specified in Clause 5. List of the institutes which can be considered for such credit transfer have been enumerated in Clause 5:

“Not excluding the provision of inclusion/revision, the list of some pertinent institutes of national repute includes the following:

- (i) I.I. Sc, Bangalore
- (ii) All other IISER
- (iii) S. N. BOSE N.C.B.S.
- (iv) TISS
- (v) TIER
- (vi) Chennai Institute of Mathematics

Notwithstanding anything contained in the Presidency University Act, 2010 (particularly in section 54) the students of erstwhile Presidency College on their own option (in writing) may also be allowed to avail this facility of Transfer of Studentship.”

13. Clearly a bare perusal of Clause 5 reveals that IGNOU is not one of those Universities or institutions for which the credit score can be transferred. However, the list may be expanded or enlarged as specified, subject to the Rule 1 (1.1). Any enlargement will have to be decided by the University and revised from time to time. However, without any such decision being taken, the list as appended in Clause 5 is exhaustive. Merely seeking the sanction or decision of the University to include IGNOU in the said list is not enough. It is imperative that the petitioner makes an application for such purpose disclosing not only the credentials of IGNOU but also the credentials and particulars of the course he was pursuing. From the

various mails and other modes of communication between the petitioner and the University, it appears that the University had, over a period of time and repeatedly, sought the particulars of the course that he was pursuing in the IGNOU to be disclosed (page – 60 of the writ petition).

14. Not having disclosed the course credentials of IGNOU, the Presidency University cannot be faulted for not transferring the credit score of the petitioner. In order to transfer such score, the Presidency University has to first decide to include IGNOU in clause 5 and then decide whether the accumulated credit score is relevant to the programme to which the student wants to transfer. Thus, the petitioner ought to have submitted the course syllabus of IGNOU to Presidency University, which they repeatedly sought. However, the petitioner failed to submit the same.

15. However, the petitioner had failed to disclose the particulars of the course that he was pursuing in IGNOU. This resulted in a complete stalemate on account whereof there is no decision on behalf of the Presidency University, according approval to the course

being pursued by the IGNOU or to IGNOU itself as part and parcel of Rule 5 of the Regulations.

16. In the meanwhile, even as the petitioner approached this Hon'ble Court and filed the present writ petition, sometime in March, 2025, the registration of the petitioner, which is for the period of six years and had been taken in August, 2019 expired in August, 2025. The petitioner's grievance could have still been considered had the petitioner been a registered student of the Presidency University. However, once the registration of the petitioner expired by the efflux of time, the University cannot be directed to consider the issue of transfer of credit score.

17. Once the registration of the petitioner expires, the University is under no compulsion nor obliged in any manner to furnish any of the particulars, as sought for by the petitioner nor obliged to transfer the credit score of a University (IGNOU) which is not enlisted as an accepted University in Clause 5 of the Regulations to enhance the course/marks of an erstwhile student. The petitioner is, thus, clearly disentitled to have the marks obtained by him in the course that he has pursuing in

IGNU to the marks of the said paper pursued by him in the Presidency University.

18. In the facts and circumstances, the petitioner's plea, as made out in the writ petition, cannot be allowed at this stage. The writ petition thus, fails and is accordingly dismissed.

19. There shall, however, be no order as to costs.

20. Urgent photostat certified copy of this order, if applied for, be supplied to the parties on usual undertaking.

(Reetobroto Kumar Mitra, J.)