



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

WRIT PETITION NO.5480 OF 2024

Dr. Venkata Ramana Murthy Yellajosyula,
Age 46 yrs., Occ. Service,
R/o D-26, PhAse-ii, Janpriya Arcadia,
Kowkooor, Bolarum,
Hyderabad, Telangana – 500 010.
Presently at Kanchanwadi,
Chhatrapati Sambhajinagar – 431 001.

... Petitioner

... **Versus** ...

- 1 The Union of India,
Through the Ministry of Education,
Secretary, Department of Higher Education,
127-C, Shastri Bhawan, New Delhi.
- 2 The University Grants Commission
Through it's Secretary,
Bahadurshah Jaffar Marg,
New Delhi.
- 3 The Secretary,
Higher and Technical Department,
Government of Maharashtra,
Mantralaya, Mumbai – 400 032.
- 4 The Maharashtra National Law University,
Aurangabad through it's Vice-Chancellor,
MNLU Campus, Kanchanwadi,
Chhatrapati Sambhajinagar.
- 5 The Maharashtra National Law University,
Aurangabad through it's Registrar,
MNLU Campus, Kanchanwadi,
Chhatrapati Sambhajinagar.

... Respondents

...

Mr. Swapnil Joshi, Advocate h/f J.P. Legal Associates for petitioner

Mr. U.B. Bondar, Senior Panel Counsel for respondent No.1

Mr. S.W. Munde, Advocate for respondent No.2

Mr. A.M. Phule, AGP for respondent No.3

Mr. R.N. Dhorde, Senior Counsel i/b Mr. V.R. Dhorde, Advocate for
respondent Nos.4 and 5

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**CORAM : SMT. VIBHA KANKANWADI &
HITEN S. VENEGAVKAR, JJ.**

RESERVED ON : 03rd FEBRUARY, 2026

PRONOUNCED ON : 01th APRIL, 2026

JUDGMENT : (PER : SMT. VIBHA KANKANWADI, J.)

. The present petition takes exception to challenge order dated 28.05.2024 bearing reference No.MNLUA/VCO/2024/179 issued by respondent No.4 – Vice Chancellor, Maharashtra National Law University, Aurangabad, thereby it was informed to petitioner that he would be relieved from the probation employment as the services are no longer required for the University. Petitioner is also seeking his reinstatement with all service benefits.

2 The petitioner has come with a case that he is a highly qualified person possessing Master's degree in Business Administration, completed Doctorate in Finance from Andhra University, Vishakhapatnam. He has thesis on his name by name "Investment Behaviour of Working Women with a Special Focus Equity Oriented Securities". The petitioner was serving as Associate Professor at NALSAR University of Law, Hyderabad from 2014 to 2022. He is having overall 23 years of teaching experience and the eligibility criteria as Associate Professor of Management (Finance). He was appointed with respondent No.4 – University by appointment letter dated 13.05.2022. His recommendation was made by the duly constituted selection committee as per the UGC Norms. The appointment was made by the Executive Council of the University on 08.05.2022 in the pay band of level 13-A as per 7th Pay Commission. Accordingly, petitioner joined the duties on 01.06.2022. The erroneous part in the appointment order was that the probation period was mentioned as two years from the date of joining, however, as per the Government Resolution dated 08.03.2019 in consonance with UGC guidelines it should have been only for one year. When the petitioner had joined the services with respondent No.4 – University, his appointment was challenged by one Dr. Nitin Jaglal Untwal by filing **Writ Petition No.12072 of 2022**. This Court by order dated 05.09.2023 dismissed the writ petition and confirmed the appointment of petitioner. Thereafter, the petitioner was

performing his duties as Associate Professor and has also received the financial benefits. The petitioner was treated as regular employee and not the Probationer. He was also made the member of Executive Council, Academic Council as well as General Council of the University. He was also appointed as Director of Centre for Financial Services and Entrepreneurship. He was entrusted with the duty to act as a Guide for Ph.D. students. He had then shifted his entire family from Hyderabad to Chhatrapati Sambhajinagar. The University never received any complaint from the student, colleague or the staff about the performance of petitioner, however, he was shocked to receive communication dated 29.05.2024 message on WhatsApp stating that an E-mail regarding his probation has been sent. It was then informed in the E-mail on 28.05.2024 to the petitioner that he has been relieved from the University services from the afternoon as his services are no longer required. The petitioner could not access his official E-mail since he was travelling. He accessed it on the next day. It was learnt by him that in fact, in-charge Vice-Chancellor i.e. respondent No.4 has terminated services of petitioner without assigning any reasons and even without consultation / permission of the Executive Council of the University. The University had summer vacation from 04.05.2024 to 23.06.2024. All the faculty members were asked to report on 24.06.2024. The impugned order of termination was served upon petitioner during vacations.

3 Heard learned Advocate Mr. Swapnil Joshi holding for J.P. Legal Associates for petitioner. He has taken us through all the documents and submits that petitioner's appointment was as per the rules and it has been so upheld by this Court in its order dated 05.09.2023 in Writ Petition No.12072 of 2022 (to which SMT. JUSTICE VIBHA KANKANWADI was party). This Court has taken note of the fact that there is no dispute as regards the fact that Maharashtra National Law University is governed by UGC regulations as regards appointment to the post of Associate Professor of Management (Finance). The University is still not having its own recruitment rules and, therefore, the UGC rules are applicable. Now, the University in its affidavit-in-reply has denied this fact. That means, the University is taking a contrary stand. As per the University regulations the probation period is only of a year. He points out the Government Resolution dated 08.03.2019 issued by the Higher and Technical Education Department. Paragraph No.19.0 prescribes for Period of Probation and Confirmation. Clause (a) thereof states – *The minimum period of probation of a teacher shall be one year, extendable by maximum period of one more year in case of unsatisfactory performance.* Here, after the first year there was no communication by the University stating that the performance of petitioner was unsatisfactory. The affidavit of Mr. Ranjitsingh Krishnarao Nimbalkar, Joint Director, Higher Education, Aurangabad Region, Aurangabad would show that respondent

No.4 is controlled and governed under a special legislation i.e. Maharashtra National Law University Act, 2014. Though the finances are made available by the Government, the UGC guidelines provide probation of one year, but since respondent No.4 is controlled and governed under the special legislation, the provisions of the Act would be applicable. When this Court in **Dr. Nitin Untwal's** case while holding the appointment of petitioner has made certain observations, then those observations are binding on respondent No.4.

4 Learned Advocate for petitioner further vehemently submits that in the impugned communication dated 28.05.2024 no reasons have been given for relieving the petitioner. He relies on the decision in **Dipti Prakash Banerjee vs. Satvendra Nath Bose National Centre for Basic Sciences, Calcutta** [1999 DGLS (SC) 152], wherein it has been observed that there is no difference between cases where services of our temporary employee are terminated and where a probation is discharged. One of the points that was dealt with in the petition was - In what circumstances, the termination of a probationer's services can be said to be founded on misconduct and in what circumstances could it be said that the allegations were only the motive ? Ultimately, the termination even of a probationer would be a stigma. The learned Advocate submitted that such terminations would definitely amounts

to sigma, when those are issued to intellectuals who had come all the way leaving their bright career and, therefore, the impugned order deserves to be quashed and set aside.

5 The main contesting party is respondent Nos.4 and 5. Affidavit of Mr. Dhanaji Mukundrao Jadhav, Registrar, Maharashtra National Law University, Aurangabad has been produced. He relies on Section 32(1) of the Maharashtra National Law University Act, 2014, wherein it is submitted that *subject to the regulations made for the purpose, every other officer or employee of the University shall be appointed under a written contract setting out the conditions of service as prescribed by the regulations which shall be lodged with the University and a copy thereof furnished to the officer or employee concerned.* When the petitioner was appointed, he would be governed by the terms and conditions of the contract, which the petitioner has duly accepted. In his appointment order it was specifically mentioned that he would be on probation for a period of two years, at the time of joining the University. The petitioner's reliance on Government Resolution dated 08.03.2019 cannot supersede the statute i.e. the Maharashtra National Law University Act, 2014. The petitioner has raised various disputed questions of fact and, therefore, those were gone into under the powers of this Court under Article 226 of the Constitution of India. The

admitted fact that remains is that the petitioner accepted his appointment, wherein the condition was of two years probation. Though the UGC guidelines prescribes probation period of minimum one year; yet, when under the special legislation respondent No.4 had put the condition of two years, that has been accepted by petitioner. At the time of relieving, the petitioner was given one month salary in lieu of one month notice. From the date of joining the service on 01.06.2022 till 28.05.2024 the petitioner never raised any dispute in respect of duration of his probation or condition that was imposed and, therefore, the writ petition itself is misconceived.

6 Learned Senior Counsel Mr. R.N. Dhorde instructed by learned Advocate Mr. V.R. Dhorde submits that when the term of the contract of service is clear, then any other regulation will not be helpful to petitioner. He relies on the decision in **Kartar Singh, Lecturer vs. Director, Public Instructions, Punjab and others** [(1981) 1 SCC 339], wherein it has been observed that extension of period of probation is mere directive in nature. It is further observed that it is not as if the notice, if not given within the normal period, would act as a legal bar to the power of the employer to extend the period of probation.

6.1 He further relies on the decision in **High Court of M.P. through**

Registrar and others vs. Satyanarayan Jhavar [(2001) 7 SCC 161], wherein it has been held that continuation of service cannot be read as deemed confirmation.

6.2 He further relies on the decision in **Wainganga Bahuuddeshiya Vikas Sanstha through President B.B. Karanjekar vs. Ku. Jaya** [2020 LAB. I.C. 85], wherein it has been held that the language used in the order of termination is that the appellant's "work and conduct has not been found to be satisfactory" are within the class of non stigmatic orders of termination.

6.3 He further relies on the decision in **The State of Punjab and others vs. Jaswant Singh** [2023 LiveLaw (SC) 761], wherein distinction between simpliciter termination and punitive termination has been explained. Employee found unsuitable for job can be dismissed without notice during probationary period.

6.4 In **Dr. Jyoti Rani vs. Board of Governors, Thapar Institute of Engineering & Technology, Patiala, through its Chairman and others** [C.W.P No.16610 of 2018 (O & M) decided on 05.03.2019], it has been held that UGC regulations are directory in nature, especially for self financed unaided institution.

Here, in the impugned letter, it has been specifically mentioned that the services of petitioner are no longer required. There is absolutely no stigma attached to the order. Additional affidavit has also been filed to the re-joinder to demonstrate that the University is self financed University and the University is not depending on the Government grants.

7 Thus, it is to be noted from all the above facts and submissions that the appointment of petitioner on the post of Associate Professor of Management (Finance) on 01.06.2022 is not disputed. Though his appointment was challenged by Dr. Nitin Untwal in Writ Petition No.12072 of 2022, the facts were different. One of the points for consideration therein was, which rules are applicable, since even as on today the recruitment rules of MNLU have not been finalized. In that case it was found that the UGC regulations were followed while appointing the petitioner. Therefore, the impression that was given and it was then demonstrated on behalf of respondent No.4 also that the University would be governed by the UGC regulations as regards appointment to the post of Associate Professor of Management (Finance). The said decision does not transfer to the point as to what should be the service conditions and whether they were governed by the UGC rules. At the cost of repetition, we would say that following the procedure laid down by UGC in appointing a professor is a different point

than the service conditions of such appointed person. When such person is appointed, then definitely, if there is special enactment governing the appointment, then the special provisions / statute would prevail. Here, respondent No.4 – University is governed by the Maharashtra National Law University Act, 2014. We would like to reproduce Section 32 of the M.N.L.U. Act, 2014 :

32. (1) Subject to the regulations made for the purpose, every other officer or employee of the university shall be appointed under a written contract setting out the conditions of service as prescribed by the regulations which shall be lodged with the university and a copy thereof furnished to the officer or employee concerned.

(2) Any dispute arising out of a contract between the university and any of its officers or employees shall, at the request of the officer or the employee concerned or at the instance of the university, be referred to the Tribunal for arbitration consisting of three members, appointed by the Executive Council as prescribed by the regulations.”

Sub Section (1) of Section 32 specifically deals with the officer or the employee or the University should be appointed under a written contract setting out the conditions of service as prescribed by the regulations which shall be lodged with the University and a copy thereof furnished to the officer or employee concerned. Here, in this case, petitioner is not disputing the fact that when he was appointed vide letter dated 13.05.2022 there was specific mention of the probation period of two years from the date of

joining. It has not been explained in the entire petition by petitioner that as to why he had not raised any objection regarding the said condition during the entire period from 01.06.2022 till 28.05.2024. Here, the Sub Section (2) of Section 32 of the M.N.L.U. Act would then make it clear that if any dispute arises in respect of contract between the University and any of its officers or the employee, then at the request of such officer or employee or even at the instance of University it shall be referred to the Tribunal for arbitration consisting of three members appointed by the Executive Council. Such step would have been taken if petitioner was not agreeing to or aggrieved by the contrary term in his appointment letter than the term in Government letter dated 08.03.2019 in consonance with UGC guidelines that is in respect of probation period of one year only.

8 On the point that no reasons have been assigned in the impugned letter dated 28.05.2024 is concerned, in fact, it is not required that when the services of a probationer are required to be put to an end on the point that his services are no longer required for the University. Taking into consideration the distinction that has been explained in **Jaswant Singh** (supra), it cannot be stated that impugned order is punitive in any manner. In respect of statutory remedy not availed by the petitioner, the petitioner has filed re-joinder and submits that even a Tribunal has not been created nor it

has been appointed by the Executive Council of the University. Here, it is to be noted that there has to be an attempt and then if it is disclosed that no such Tribunal is in existence and the attempt of petitioner to go to Arbitrator as contemplated under Section 32(2) of the M.N.L.U. Act, 2014 has been refused, then certainly, there was substance in the say of petitioner. When the point is raised in affidavit-in-reply, then it appears that petitioner found out the same to be given in the re-joinder. In the re-joinder he is again relying upon Government Resolution dated 08.03.2019, but, still there is no explanation as to why he had never raised a point in writing with respondent No.4 regarding the alleged contrary term in his appointment i.e. the probation period of two years.

9 The petitioner was serving as Associate Professor and had accepted the service conditions after knowing it fully well the consequence of the same. Now, he cannot then raised dispute regarding the term when it is now not found to be suitable for him. We do not find any illegality in the impugned order which is non stigmatic. Therefore, we do not find reason for interference. Hence, the writ petition stands dismissed.

(HITEN S. VENEGAVKAR, J.)

agd

(SMT. VIBHA KANKANWADI, J.)