

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD**R/SPECIAL CIVIL APPLICATION NO. 8459 of 2025****With****R/SPECIAL CIVIL APPLICATION NO. 8513 of 2025****With****R/SPECIAL CIVIL APPLICATION NO. 9642 of 2025****FOR APPROVAL AND SIGNATURE:****HONOURABLE MR. JUSTICE NIKHIL S. KARIEL**

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Approved for Reporting	Yes	No

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ABHILASHA ASHOK KUMAR

Versus

INDIAN INSTITUTE OF MANAGEMENT & ORS.

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Appearance:

SPECIAL CIVIL APPLICATION NO. 8459 OF 2025 AND 8513 OF 2025

MR AJ YAGNIK(1372) for the Petitioner(s) No. 1

MS MEGHA JANI(1028) for the Respondent(s) No. 1,2,3

R/SPECIAL CIVIL APPLICATION NO. 9642 of 2025

MR BIJU A NAIR for the Petitioner

MS MEGHA JANI for the Respondent no. 1, 2, 3,

MR HARSHEEL D SHUKLA for the Respondent no. 5

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CORAM:HONOURABLE MR. JUSTICE NIKHIL S. KARIEL**Date : 13/10/2025****JUDGMENT**

1. Heard learned Advocate Mr. A.J Yagnik and learned Advocate Mr. Biju Nair on behalf of the petitioners and learned Advocate Ms. Megha Jani on behalf of respondents.

2. Since the issue raised in all three petitions are common, with the

consent of learned Advocates for the respective parties, these petitions are taken up for final disposal jointly.

3. Facts in brief, which are common in all the three petitions being that the petitioners who had applied and were selected for the course of Doctoral of Programme in Management (hereinafter to be referred to as 'DPM') at the respondent- Institution that is Indian Institution of Management, Ahmedabad challenge decision dated 07.06.2025 whereby the petitioners have been declared as not fulfilling the conditions for promotion from the first year to the second year of 'Coursework' in the DPM and hence their candidature in the said course was withdrawn and the petitioners were expelled from the programme. Each of the petitioners having preferred individual appeal to the Director of the respondent – Institution as per Clause 6.1(c) of the Manual of Policies and Procedure with regard to the Doctoral Programme in Management (DPM) and whereas vide communication dated 18.06.2025, the Director having rejected the appeals individually, the petitioners have preferred the present petitions, challenging both the decisions.

4. Learned Advocate Mr. Yagnik appearing for the petitioners of Special Civil Application No. 8459 of 2025, 8513 of 2025, would assail the impugned decision on the ground that the impugned decisions were in violation of the principles of natural justice inasmuch as according to the learned Advocate, the petitioners were informed vide e-mail communication dated 22.05.2025 by the respondents as regards any extenuating circumstances (mentioned as reasons) as regards the petitioners having failed to meet the condition for qualifying for promotion from the first year to second year of the Coursework. The petitioners were called upon to

respond within 24 hours to submit extenuating circumstances which would be according to learned Advocate too short a time for submitting an explanation, more particularly when such explanation would decide whether the petitioners would be permitted to continue or not. The second limb of the argument on the principle of natural justice being according to learned Advocate is that neither the Executive Committee, which had called upon the petitioners to submit reasons nor the Director in appeal had provided any opportunity of being heard to the petitioners. According to the learned Advocate, since the decision of cancelling admission of a student to a Post Graduate Course that is Doctoral Programme would result in civil consequences as per the spirit of Manual of Practice and Procedure for the DPM, (hereinafter referred to be as the 'Manual') the authorities ought to have provided an opportunity of hearing to the petitioners.

5. The third limb of argument, on the principles of natural justice, according to the learned Advocate, being that both the orders i.e the decision of the Executive Committee, whereby the petitioners have been declared as not fulfilling the conditions for promotion and having been consequently expelled from the course as well as the order in appeal were non speaking orders thus violating the principle of natural justice.

6. Learned Advocate would further submit that the impugned decisions are in violation of the doctrine of the legitimate expectation and whereas in this regard it is submitted that Manual inter alia envisages review, rectification and remedial measures which have not been offered or recommended by the respondent- Institution before taking the extreme measure of expelling the students for academic shortfall.

7. Learned Advocate would further challenge the impugned decision on the ground that the impugned decision is disproportionate and punitive, against the provisions of the Manual of DPM, more particularly according to the learned Advocate the first two years of the DPM Coursework are preparatory for the DPM and whereas since the students are from multiple backgrounds, not having a background of management studies therefore, the academic shortfall should have been viewed liberally.

7.1 Learned Advocate would also question the impugned decisions on the ground of propriety, conflict of duty between the academic evaluation and administrative adjudication. Learned Advocate in this regard would submit that one Professor Sandeep Chakrabarti is a subject teacher of petitioner of Special Civil Application No. 8513 of 2025 on account of the petitioners of the said petition getting admission in the public system group and whereas the said professor is also an Area Head, meaning that the said Professor is Head of the Department. It is submitted that the said Professor is also the Chairman of the Student Evaluation Committee as well as the Chairman of the Executive Committee which had taken the decision of not promoting the petitioner from the first year to second year of the 'Coursework' in the DPM on account of academic shortfall. Learned Advocate would submit that as the said professor was part of the decision making process to fail the petitioners and whereas the said professor as the Area Head had also confirmed the stage decision without offering any review, rectification or remedial measures. It is submitted that as Chairperson of the Student Evaluation Committee, the said professor should have abstained from the decision making process by the Executive Committee more particularly as its Chairman as regards the decision to expel the petitioners. As such, it has been emphasized by learned Advocate

Mr. Yagnik that no personal malafides is alleged against the said professor and whereas the grievance being raised is regarding the aspect that the said professor as a matter of propriety should not have been part of the final decision making process.

7.2 An additional submission insofar as the petitioner of Special Civil Application No. 8459 of 2025 Ms. Abhilasha Ashokkumar had also been raised by learned Advocate submitting that since in the reply the respondents have referred to grant of 'D' in a subject where the petitioner was found to be involved in academic dishonesty of serious nature by giving references based on Artificial Intelligence (AI) in her assignment paper more particularly the reference turning out to be fake. The issue being raised as to whether such petitioner had been expelled on the ground of academic indiscipline under the guise of expelling the said petitioner on the ground of academic shortfall. Learned Advocate would based upon such submissions request this Court to set aside the decision of not promoting the petitioners from the first to the second year of 'Coursework' in DPM and consequently expelling the petitioner. Learned Advocate in support of his submissions would refer to observations of the Hon'ble Supreme Court in case of **Jawarlal Nehru University vs. B.S. Narwal** reported in **1980 (4) SCC 480**, decision of this Court in case of **G.V. Radhakrishnan vs. Indian Institute of Management Through Director and anr.** dated 15.01.2013 and 05.02.2013 in Special Civil Application No. 11746 of 2012.

8. Insofar as the Special Civil Application No. 9462 of 2025 learned Advocate Mr. Nair on behalf of the petitioner would submit that the respondent -Institution as per the Manual of DPM 2024-25 has no power to expel the petitioner at the end of first year of 'Coursework' in the DPM. It is

submitted by learned Advocate that as per the Manual, a student could be asked to leave the programme only in specific instances as mentioned in Manual of DPM and whereas manual does not envisage that the student could be expelled on account of academic shortfall in the first year of 'Coursework'. Learned Advocate would rely upon Clauses 6.1(b), 6.2.3, 8.3 and 10.3.1 (b) of the Manual in this regard. Learned Advocate would also raise an issue of discrimination vis-a vis the treatment meted out to another student, Mr. Jamshed and whereas it is submitted that the discrimination not being based upon intelligible differentia, may be interfered with by this Court. Learned Advocate in support of his submission would rely upon decision of the Hon'ble Supreme Court in case of **Prestige Engineering (India) Limited and Ors. Vs. Collector of Central Excise, and others** reported in **1994 (6) SCC 465** and decision of the Hon'ble Supreme Court in case of **Renaissance Hotel Holdings Inc. vs. Vijaya Sai & others**, reported in **2022 (5) SCC 1** as well as decision in case of **Maitreyee Chakraborty vs. The Tripura University & Ors.** reported in **2024 (SCC) Online 2143**, **Rameshchandra Sharma vs. State of U.P.** reported in **2024 (5) SCC 217**, **North Delhi Municipal Corporation vs. Dr. Ram Naresh Sharma & others** reported in **2021 (17) SCC 642**, as well as decision of High Court of Kerala in case of **Shivanandan C.T. and others vs. High Court of Kerala** reported in **2024(3) SCC 799** in support of his submission.

9. The present petitions have been vehemently opposed by learned Advocate Ms. Megha Jani on behalf of the respondents. Learned Advocate would submit that emphasis by learned Advocates for the petitioners on the word 'stage' at certain portion of the Manual, has to be understood in its linguistic sense. Learned Advocate would submit that while according to learned Advocate Mr. Nair, the word 'stage' referred to, would only mean

as regards stages of the course and whereas learned Advocate would take this Court through various provisions of the Manual, in which the word 'stage' is used in a different meaning. Learned Advocate would submit that as such, the Executive Committee, is a final decision making authority for recommending with respect to student/candidate as to whether the candidate has achieved the necessary academic standards and is required to be promoted or not. Learned Advocate in this regard would further submit that as such, the provisions of the Manual of DPM with regard to the procedure required to be followed has been strictly complied with.

10. Learned Advocate would submit that as such, there is no violation of principles of natural justice since the petitioners were given adequate opportunity to explain the reasons in writing to the Executive Committee which reasons had been taking into consideration while passing the final order deciding not to promote the petitioners and whereas the Director before taking the final decision had given appropriate opportunity of hearing to the petitioners. It is submitted by learned Advocate that no prejudice has been caused to the petitioners on account of the Executive Committee not giving any opportunity of hearing and as such, no prejudice has been demonstrated in the petition more particularly learned Advocate submits that none of the petitioners have questioned the grades allotted to them and hence it would prima facie appear that no prejudice whatsoever has been caused on account of the petitioners not having been provided an opportunity of hearing by the Executive Committee. It is further submitted in this regard that the Executive Committee being the final authority to decide whether or not to allow a student to continue despite not meeting academic standards had taken into consideration the academic performance, feedback from the student, the instructors and their area heads and had

taken a decision based on a confluence of these factors. It is submitted that no material is produced to show that the Executive Committee was required to take a different decision more particularly learned Advocate emphasizing on the fact that since the petitioners had failed to achieve required academic standards, the Executive Committee had not thought it appropriate to permit the petitioners to continue whereas the executive committee had decided to exercise its discretion in favour of one student who had fallen short by 0.111 in the overall CGPA which is indicative of the fact that the executive committee does exercise its discretion in appropriate cases.

11. Learned Advocate would emphasize on instances of individual petitioners resorting to academic indiscipline not submitting assignment even after the deadline etc. to emphasize that the present was a case of valid exercise of power by executive committee on the ground of academic shortfall.

12. Insofar as the doctrine of legitimate expectation is concerned, it is submitted by learned Advocate that the said doctrine is applicable to administrative and executive functions of the state and not to academic standards by the student in an academic institution.

13. Learned Advocate would submit that as such the allegations against the Chairperson of the DPM are completely unsubstantiated and whereas the position held by the Chairman, is as per the position of the Manual and Regulation of the Institution itself and the issue of impropriety etc. were a mere afterthought.

13.1 Learned Advocate in support of her submission would rely upon

decision of the Hon'ble Supreme Court in case of **Jawaharlal Nehru University vs. B.S. Narwal** (as relied upon by learned Advocate for the petitioner), **Sanchit Bansal vs. Joint Admission Board** reported in **2012 (1)SCC 157** and the decision of the Delhi High Court in case of **Ritesh Kumar vs. JNU** reported in **2024 SCC Online Del 498**, and decision of the Hon'ble Supreme Court in case of **Aligarh Muslim University vs. Mansoor Ali Khan** reported in **2000 (7) SCC 529**.

14. In rejoinder learned Advocate Mr.Yagnik and Mr. Nair would attempt to controvert the submission raised by learned Advocate Ms Jani and whereas according to learned Advocate Mr. Yagnik, the submission made on behalf of the respondents, makes it clear that neither the procedure was followed, nor appropriate opportunity was accorded. Learned Advocate Mr. Nair would oppose the submission by learned Advocate Ms. Jani by relying upon observation of the Hon'ble Supreme Court in case of **Renaissance Hotel Holdings Inc. vs. Vijaya Sai (supra)** more particularly on the aspect of textual and contextual interpretation.

15. Heard learned Advocates for the respective parties and perused the documents on record.

16. The decision of the respondents of not promoting the petitioners from first to the second year of 'Coursework' in the DPM on the ground of academic shortfall and consequent decision of the Director in appeal to confirm the decision is challenged by the petitioners on the following grounds:

- (a) Not following the principles of natural justice;
- (b) Not following the procedure

- (c) Violation of the doctrine of legitimate expectation
- (d) Conflict of interest
- (e) Manual not contemplating any non-promotion at the stage of the first year of the 'Coursework'
- (f) Legitimate expectation not being fulfilled and whereas the same is attempted to be controverted by the respondent – Institution.

17. Having considered the submissions on behalf of the respective parties the following questions to this Court would arise for its consideration:

[1] Whether the Manual of DPM envisages non promotion and consequent expulsion in the first year of 'Coursework' upon the student not clearing the first year?

[2] Whether there had been any violation of the principles of natural justice at the stage of the decision of the Executive Committee of the DPM and /or at the stage of appeal to the Director of the respondent- Institution?

[3] Whether the legitimate expectation of the petitioners have been travelled upon?.

[4] Whether the decision is required to be interfered with on the ground of impropriety?.

18. To this Court it would appear that while any of the above questions, being decided in favour of the petitioners, would have a direct bearing on the legality of the impugned decision yet, it would appear that the principal issue which is required to be decided at the first instance would be question

no. [1] as to whether the DPM Executive Committee had the power under the manual of DPM to not promote the students in the DPM programme for academic shortfall in the first year, without adopting any remedial measures, and whereas, it would be only depending upon the answer to the first question would this Court be required to travel beyond the same and decide the remaining questions.

18.1 For answering question No.1 one would require to refer to various clauses of the DPM, and whereas, at the first instance, the said clauses are required to be reproduced hereinbelow: Clause [1],[3],4.2,4.3,4.3.1,6.1,(a) (b) (C),6.2.2 (a), 6.2.3., 6.2.4., 7.1.1., 7.2.1, 7.4, 7.4.3. (a), (b), 7.4.4(a), (b),(c),(d), (e) (i)(ii)(iii), 7.5.1 (a),(b),(c),(d), (i),(ii), 7.5.1(a) to (d), 7.5.2 (a) to (d), 7.5.3(a) to (d), 7.5.4(a) to (d), 8.3 , 10.2.2. (C), 10.3(1)(A) and (B), 13.4.2 A to D, 13.7 being relevant for the present purpose are reproduced hereinbelow for benefit. It is clarified that some of the clauses have been highlighted for the purpose of placing emphasis.

“1. Programme Objectives and Overview

The Doctoral Programme in Management (DPM) is a full-time residential programme leading to the Title of "Doctor of Philosophy" (Ph.D)) in Management.

The objective of the programme is to equip participants with necessary skills to carry out research on complex issues in a specialized field of management. The programme is strongly committed to preparing thought leaders, for the world of academics as well as for practice.

Graduates of the programme are placed in world class organizations in teaching, research and consulting positions. The following areas of specialization are available:

- a) Food and Agribusiness (CMA)
- b) Economics (ECO)
- c) Finance and Accounting (F&A)
- d) Human Resource Management (HRM)
- e) Information Systems (IS)
- f) Innovation and Management in Education (RJMCEI)
- g) Marketing (MKTG)
- h) Organizational Behaviour (OB)
- i) Operations and Decision Sciences (O&DS)
- j) Public Systems Group (PSG)
- k) Strategy (STR)

A brief description of each Areas of specialization is given in **Appendix B**.

All students, irrespective of their Areas of specialization, take a set of compulsory (core) courses in their field of specialization, other interest areas and general management. All students are also required to take program-wide compulsory (core) courses designed to provide breadth of knowledge in the field of management and also teaching and research skills.

Upon completion of the Coursework, the students take the Area Comprehensive Examination (ACE). The ACE tests whether the student has obtained a satisfactory level of knowledge in his/her field of specialization and ready to move to the Thesis stage.

A student enters the Thesis stage on passing the ACE. The initial part of the Thesis stage consists of developing a Thesis Proposal, forming a Thesis Advisory Committee (TAC), presenting a seminar on the Thesis Proposal to the IIMA academic community, and gets the Thesis Proposal approved by the TAC. In the next part of the Thesis stage, the student works on his/her Thesis and on completion of the Thesis, submits the Thesis, gives a seminar,

and defends the Thesis in front of a Thesis Examination Committee (TEC).

3. Financial Grants, Fees and Other Charges

The programme pays a Fellowship to all students registered in the programmes per rules and rates announced from time to time by the Programme Office. The Fellowship normally pays a Subsistence Allowance to the student and covers all academic expenses and room charges on campus. Boarding, personal and other expenses have to be borne by the students.

The continuation of Fellowship to a student in the programme is contingent on satisfactory progress in the programme, as defined in subsequent sections of this manual. Students repeating the first and/or second year are not provided Fellowship and Contingency Grant during the repeat years.

If a student wishes to relinquish the Fellowship at any time during the programme, it can be done with the approval of the Programme EC.

4. Programme Structure and Design

4.2 Academic Advisor

For each student, a faculty member from their ACG acts as a mentor and academic advisor from the first term till the end of 'Coursework'. The student may seek guidance from the academic advisor on any matter connected with the academic programme. The student must also route all matters requiring administrative action through the academic advisor, in the spirit of keeping the academic advisor informed. It is recommended that the student meets his/her academic advisor at regular intervals. The academic

advisory process operates as follows:

Table 4.2 a: Academic Advisory

Stage	Advisor	Nominated /selected by
First Year	Faculty member from the ACG	ACG Chairperson
Second year (until completion of ACE)	Faculty member from the ACG	Student with concurrence of the concerned Faculty Member
After ACE (until TAC Formation)	Programme Chairperson	None
After formation of TAC	TAC Chairperson	Student with concurrence of the concerned Faculty Member

4.3 Design

The overall structure of the programme, including details, content and sequence of compulsory (core) courses, is approved by the Academic Council. The programme consists of four parts to be completed in three stages as given below:

Stage-1: Coursework

Stage-II: Area Comprehensive Exam (ACE)

Stage-III: Thesis and Academic Assistance, done concurrently

Sections 4, 5 and 6 describe the overall design, evaluation methods, and performance standards for each of these four parts.

Subsequent sections, sections 7, 8, 9, and 10 describe details specific to each of these four parts of the programme.

4.3.1 Coursework

The 'Coursework' requirements have to be completed in two years and is

spread across six terms, including an Orientation and Induction Module at the beginning of the Programme.

6 Performance Standards, Eligibility for Promotion and Award of the Title

6.1 Performance Review of Students

- a. The Programme EC will monitor and review the academic progress of students during the entire duration of the programme. It will also review the cases of students who fail to meet any of the conditions required for the award of the Title and suggest possible courses of action. Cases of such students are brought to the attention of their respective Areas and information about their grades and other progress is shared with the Area.
- b. A student who has failed (i) to qualify for promotion from one stage to the subsequent stage of the programme, or (ii) to complete the programme in the stipulated time, will be required to leave the programme.
- c. If a student is required to leave the programme, the student may appeal to the Director in writing with information to the Programme Chairperson, for a review of his/her case. Once the appeal is made, the Director has full discretion to decide on the process by which this appeal would be considered. The Director's decision on the appeal shall be final and binding.

6.2 Academic Standards

6.2.2 Duration

- (a) Overall Duration: The students are expected to complete the programme in four years, extendable up to five years contingent on the approval of the TAC Chairperson and the Programme EC. In exceptional circumstances, the Programme EC may permit a student to continue beyond five years, on six monthly extensions, but not beyond six years.

Any extra time spent for repeating course(s) from the first and/or second years is not included towards the five-year limit but is included for the six-

year limit. Time spent in extended medical leave is not included either for the five-year limit or the six-year limit. The limit of six years on the total duration of the programme is extendable by the amount of extended medical leave availed, but the total duration in such cases cannot exceed eight years.

6.2.3 Discontinuation from the Programme

A student declared not qualified for promotion at any stage of the programme, or not eligible for award of the title will be required to leave the Programme unless otherwise recommended by the Programme EC.

6.2.4 Relaxation in the Academic Standards

Notwithstanding anything contained herein, on the recommendation of the Programme EC, the Academic Council has the right to relax the standards for the award of title for a student who has failed to qualify under the standards laid down in this Section,

7. Coursework

7.1 Design

7.1.1 Overall Design of Coursework

The Coursework requirements have to be completed in two years and is spread across six terms, including an Orientation and Induction Module at the beginning of the Programmz.

7.2.1 Registration for Terms

For registration in every Term, students are required to fill and submit a course registration form in consultation with their respective Academic Advisor. This form has to be submitted to the Programme Office fifteen days before the beginning of each term duly signed by both the student and

the Academic Advisor. Additional information is given below.

(a) Terms I, II, III, V and VI

For these Terms, students will register with the Programme Office by further providing evidence of

(1) Having selected adequate courses as per credit requirements of that Term.

(ii) Meeting all requirements and having completed the process laid down by the Programme Admissions Office, and the Programme Office.

(b) Term IV

For Term IV, students who have been promoted to the second year, will register with the Programme office on the date of Registration for Term IV by additionally providing evidence of:

(i) Having successfully completed requirements of the summer project/assignment,

(ii) Having been promoted, fully or conditionally, from the first-year of the Programme to the second-year by the Programme EC.

(iii) Having selected adequate courses as per the credit requirements of Term IV.

7.4 Evaluation and Grading

7.4.3 Incomplete Grade

(a) If a student does not fulfill the academic requirements of a course, he/she may be assigned an "I" (Incomplete) grade temporarily, representing non-completion of the academic requirements for the course.

(b) When awarding an "I" grade, the instructor is expected to specify how

the "I" grade may be removed (with possible ways including extra quizzes or assignments, make-up examinations, and/or repetition of the course). The instructors cannot withhold the final grade of any student.

(c) If for some reason, the method specified by the instructor(s) to remove the "I" grade is difficult to implement, then the Programme EC will decide the manner in which the credit is to be fulfilled.

(d) No student may graduate with an "I" grade for any course.

(e) If in the opinion of course instructor(s), the student's failure to complete the course stemmed from an act of indiscipline, he/she should refer such a case to the Programme EC. In such cases, the Programme EC, in consultation with the instructor(s), shall decide whether or not the student should be required to return in the next academic year for removing the "I" grade.

First-year students must complete all incomplete Coursework before they proceed for their Summer Assignment. In exceptional circumstances, where a student is unable to remove the "I" grade before the start of the second-year of the programme, the Programme EC shall decide whether the student may register for courses in the second-year.

Second-year students must complete any incomplete 'Coursework' for a particular academic term within one month of the end of the term. If for any reason, the student fails to complete the course within one month, an "I" grade would be automatically converted into an "F" grade.

However, all cases of incomplete 'Coursework' arising out of acts of indiscipline will be dealt with as given in the respective sections.

7.4.4 Communication of Grades

Periodical feedback of student performance is necessary to assess their progress and take timely corrective actions, particularly for students whose

academic performance is not satisfactory. The feedback may be given to students by instructor(s) through written comments or in individual meetings.

(a) Component grades shall be communicated by the instructor(s) to the Programme Office as well as to the students. For courses with large enrollments, it is recommended that the instructor(s) check with the Programme Office about the appropriateness of the grade distribution (at the component level) before communicating the grades to the students. In case a course is taught by multiple instructors, they shall co-ordinate among themselves and finalize component grades before communicating them to the Programme Office and the students.

(b) The final course grade for each course will be communicated to the students by the Programme Office, along with the final component-grades.

(c) The instructor(s) must communicate:

(i) Grades of students:

Evaluation component	Recommended deadline
Quizzes and Assignments	Within two weeks
Examination and Term Papers	Within four weeks

(ii) The final component-wise letter grades to the Programme Office:

For all courses in all Terms, component-wise grades should be communicated to the Programme Office within four weeks of the end of the course/Term, whichever is earlier. No component grade should be left blank by the instructor(s) in any course.

(d) At the end of the academic year, the Programme Office will communicate to students final letter grades they have obtained in various courses and CGPA during the year. The Programme Office will issue to the student an official transcript of his/her performance for each year of study.

(e) Revision of Grades Awarded

(i) Grades submitted to the Programme Office are treated as final. Change, if any, will be permitted only with the approval of the Programme Chairperson, in consultation with the instructor(s). The Programme Chairperson has the discretion to refer such requests to the Programme EC for a decision. Such a change is normally expected to be communicated within ten days of the submission of grades to the Programme Office.

(ii) A student who wants clarification of his/her grade(s) may discuss with the instructor(s) within a week after receiving the grade. Any grievance regarding grading, if not resolved through discussion with the instructor(s), may be referred to the Programme Chairperson within two weeks of receiving the grade. The Programme Chairperson has the discretion to refer such requests to the Programme EC for a decision.

(iii) Subject to the above, and meeting various norms specified in the manual, the instructor(s) have full discretion to decide the grades for all components of evaluation and the instructor(s) will not be called upon to justify the grades.

7.5 Performance Standards and Eligibility for Promotion**7.5.1 Performance Review of Students**

The Programme EC will also act as a Student Evaluation Committee (SEC) for the 'Coursework' stage of the programme. The following process will be followed for the review of cases of students who fail to meet academic standards during 'Coursework':

(a) First, a review of such cases will be done by the concerned instructors. The suggestions and recommendations of the instructors will be forwarded by the Programme Chairperson to the concerned Area(s). The Areas will review the cases and make recommendations on the student's preparation or ability to pursue the advanced 'Coursework'/further work in the Area or

otherwise, and specify any additional conditions/requirements to be imposed for such purposes.

(b) A student who has failed to satisfy the academic standards will be provided a chance to explain reasons for his/her shortfall in performance.

(c) The Programme EC will review each student case in light of inputs received from the students and his/her Area and suggest possible courses of action.

(d) The Programme Chairperson may periodically convene separate meetings of the instructors teaching in a particular Term to facilitate, among other things, coordination among related courses and review the performance of weak students.

7.5.2 Promotion from first to second year of Coursework

To qualify for promotion to the second year, the student must fulfill the following conditions with respect to grades in first-year courses:

(a) Obtain a CGPA not less than 2.000 for all courses credited in the first-year.

(b) Obtain a CGPA not less than 2.550 in the DPM Compulsory (Core) Courses and DPM ACG Compulsory (Core) Courses.

(c) Must not have obtained "F" grade in any course.

(d) Must not have obtained "D" grades in courses worth more than a total of two credits.

7.5.3 Promotion from Coursework to ACE

To qualify for promotion to the stage of ACE, the student must fulfill the following conditions with respect to second-year courses grades:

(a) Fulfill all conditions of promotion to the second-year as above, including completing any pending requirements in cases of conditional promotion.

(b) Cover a minimum of 30.50 credits during the entire 'Coursework' over two years.

(c) Obtain a CGPA not less than 3.000 for all courses credited in the second-year.

(d) Obtain GP not less than 2.550 for any courses credited in the second-year, equivalent to one credit course.

7.5.4 Removing Academic Shortfalls during Coursework

In case a student obtains an "F" grade in any compulsory (core) course during 'Coursework' or fails to meet the minimum grade requirement as specified above, the instructor concerned may recommend the manner of clearing the "F" grade or overcoming the shortfall, subject to approval by Programme EC. In such circumstances, revised grades must be received by the programme office within one month (from the time the programme office send the consideration request to the instructor), failing which the student's original grade will be automatically considered final. If the instructor does not recommend any specific action, the student must necessarily clear the "F" grade or shortfall by repeating the course in its subsequent offering (which may be during the next academic year).

However, if an "F" grade is awarded on account of academic indiscipline, it should be removed only by repeating the course in its subsequent offering.

The first two years of 'Coursework' must be completed, and conditions of promotion to ACE stage must be fulfilled in a maximum of three years.

The final decision in all cases mentioned above would rest with the Programme EC.

8 Area Comprehensive Examination (ACE)

8.3 Performance Standards and Eligibility for Promotion

To qualify for promotion from ACE to the Thesis stage, the student must pass the ACE, as given above, in a maximum of two attempts, If a student fails the ACE in two attempts, then the student will have to withdraw from the Programme.

10.2 Conduct of Examinations and Assessments

10.2.2 Thesis Defence Examination (TDE)

(c) In case the student is unsuccessful in defending the Thesis, then she is given one more chance to defend the Thesis. The Programme EC is authorized to modify the standard process for TDE for the second attempt based on inputs from the TAC and the TEC of the first attempt. The second chance is the final chance for the student to defend her/his Thesis.

DPM ACG Courses include ACG Compulsory (Core)/Elective courses, Other ACG Compulsory (Core)/Elective courses, DPM electives, and PC/ST Course. It is to be noted that ACG Compulsory (Core) Courses are limited to 6.00 credits.

10.3 Performance Standards

10.3.1 Thesis Proposal

(a) The Thesis Proposal has to be completed within nine months of successful completion of ACE. In case the student is unable to complete within the above time, be withheld. a grace period of three months is allowed during which the stipend will be In case the student does not submit his/her Thesis Proposal by the end of one year following the completion of ACE, then he/she forfeits stipend from the period starting from nine months of completing the ACE till submitting the Thesis Proposal. In other words, the withheld stipend will not be paid.

(b) In addition, if the student does not submit his/her Thesis Proposal by the end of the fourth year, the student will be required to withdraw from the Programme.

13.4.2 Student Evaluation Committee (SEC)

The Programme EC will also act as a Student Evaluation Committee (SEC), for reviewing students' performance. The SEC will:

(a) Review and confirm cases of all students who have successfully met all

academic requirements.

(b) Review cases of students who have failed to meet any of the conditions for the award of the Title. The SEC will also review any extenuating circumstances that may have led to failure in meeting required performance standards for specific students

(c) Decide on the appropriate course of action for all cases of students not meeting any requirements of the programme. This will include, but not limited to, the right to ask a student to come back in the subsequent batch to complete any shortfalls.

(d) Review and specify the manner of clearing the "F" grades obtained by students in situations not specified elsewhere in the manual.

13.7 Feedback and Course Review

Feedback and review are key aspects of continuous improvement in the course delivery process. The main objectives of the feedback and review mechanism are to enable an integrated perspective of the programme, and improving course design and teaching approaches.

a. Feedback by the Students

The Programme Office arranges to collect the Course and the Instructor(s) feedback for DPM compulsory (core) courses towards, or at, the end of the course.

Students are required to complete the feedback before the deadline communicated by the Programme Office. Results for a course are consolidated and sent to each instructor after the grades are submitted, and the summary feedback is shared with all the Academic Council members. The design of the feedback questionnaire is periodically reviewed, and changes approved by the Academic Council on the recommendations of the Programme EC.

b. Feedback by Course Instructor(s)

Feedback to students is an essential part of the learning process. It helps students to maximize their potential at different stages of learning, raise their awareness about stages and areas for improvement, and identify actions to be taken to improve their performance.

Apart from the various methods of assessment employed for evaluating performance, the respective instructor(s) may provide feedback to the students collectively during the sessions, or the Programme Chairperson may communicate feedback to students individually, or in a group or to the batch.

In addition, both written and oral feedback can be arranged directly by the concerned instructor or ACG of the Institute at any time during or after the course. This can also be facilitated by the Programme Office on request. Oral reviews may be scheduled by the Programme Chairperson on the basis of explicit requests for the same either by students or instructors with reasonable prior notice.”

19. Before analyzing the manual of DPM as reproduced hereinabove, it would be pertinent to observe that the case of the petitioners being that the DPM inter alia is a Full Time Course for the Title of Doctor of Philosophy and whereas the petitioners had joined the course with the Area of specialization being the public system group. According to the petitioners, DPM is consisting of three stages divided in four parts and whereas the manual does not contemplate removal of the students for non promotion from the first stage to the second stage within the stipulated time, without affording remedial measures. The same is attempted to be controverted by the respondent by contending that the Executive Committee is the final authority to decide as to whether a student is required to be continued or not at the stage of academic shortfall and whereas it is also the case of the

respondents that the petitioners are attempting to read certain words in the manual, by taking the same beyond the context more particularly when the word has been used in its ordinary linguistic meaning. The above being the controversy now we will proceed to analyze the relevant provisions of the manual, as reproduced hereinabove:

Clause [1] inter alia states about the objective of the programme as well as the specialization available and the requirement of the students to take a set of compulsory courses irrespective of their specialization. Pertinently, it is mentioned that the student is required to complete the 'Coursework' and then take the Area Comprehensive Exam (ACE) and then move on to the Thesis stage. The present petition being with regard to students who were in the first year of 'Coursework'. Clause 4.3 states about the programme (DPM) consisting of four parts to be completed in three stages being :

- (1) Coursework
- (2) Area Comprehensive Exam (ACE)
- (3) Thesis and Academic Assistance.

4.3.1 stating about 'Coursework' being required to be completed in two years spread across six terms. Clause 6.1 stating about performance of students and clause 6.1(a) stating about the programme EC monitoring and reviewing the academic progress of the students during the entire duration of the programme. Pertinently the programme EC is empowered to review the cases of students who do not fulfill conditions required for award of the title and suggest possible courses of action. Most importantly 6.1(b) laying down as to a student being required to leave the programme if he has failed to qualify for promotion from one stage to the

subsequent stage of the programme or if he is failed to complete the programme in the stipulated time. Clause 6.1(c) stating about the appellate provision basis which the petitioners had preferred the appeal. Clause 6.2.2 stating about the duration of the programme being four years extendable upto five years on the approval of the TAC (Thesis Advisory Committee) Chairperson and the Programme EC and in exceptional circumstances the period could be extended beyond five years on six monthly extensions which could be permitted by the EC but not beyond six years. Most importantly it is laid down that any extra time spent for repeating courses from the first and/or the second year is included for the six years time limit and not the five years time limit. Clause 6.2.3 stating about the Programme EC being empowered to recommend for not requiring a student to leave the programme even if the student had been declared as not qualified for promotion at any stage of the programme or declared as not eligible for award of the title. Clause 6.2.4 again referring to the extraordinary power of the Programme EC and the Academic Council to relax the standards for the award of the title for a student who has failed to qualify under the standards laid down in in the said clause/ section. Clause 7.2.1 stating about the student requiring to fill course registration form for each term and whereas clause 7.2.1(b) stating about a student for registration Term IV that is the student who has been promoted to the second year being required to register for the Term IV by providing evidence of completing requirement of summer project/ assignment and importantly having been promoted, fully or conditionally from the first year of the programme to the second year by the Programme EC. Clause 7.4.3 stating about the

incomplete grade and how the same could be removed. Clause 7.4.4 stating about the communication of the grade and revision thereof. Clause 7.5 laying down Performance Standards and Eligibility for promotion and whereas clause 7.5.1 stating about the Programme EC acting as a Student Evaluation Committee (SEC) for the 'Coursework' stage of the programme and the process to be followed for review of students who fail to make academic standard during 'Coursework'. Clause 7.5.1(a) stating about the review being done by the concerned instructors and the suggestions and recommendations of the instructors being forwarded by the Programme Chairperson to the Area who will review and recommend on the students preparation or ability to pursue the advanced 'Coursework'/further work and specify additional condition/ requirements to be imposed for such purposes. Clause 7.5.1(b) stating about a student who has failed to meet his academic standard being provided a chance to explain reasons for the shortfall. Clause 7.5.1(c) stating about Programme EC reviewing the case of each student in light of inputs received from the students and his/her Area and suggest possible courses of action and Clause 7.5.1(d) stating about the Programme Chairperson periodically convening meetings to facilitate coordination and review performance of weak students. Clause 7.5.2 stating about the requirement for qualifying for promotion to the second year from the first year and clause 7.5.3 laying down the requirement for promotion from 'Coursework' to ACE more particularly in addition to fulfilling the conditions of promotion to the second year, the candidate being required to complete pending requirement in case of conditional promotion etc. Importantly clause 7.5(4) states about

removing academic shortfalls during 'Coursework' and whereas it is clarified inter alia that in case a student fails to meet the minimum grade required as per Clause 7.5.2 or 7.5.3 the instructor concerned can recommend overcoming the shortfall subject to approval by Programme EC and whereas the same would be subject to approval by the Programme EC. Pertinently while the former part of the Clause states about the discretion with an instructor to recommend the manner of overcoming the shortfall the later part states the exception to the same inasmuch as the later part states that if the instructor does not recommend any specific action for clearing the shortfall then the student must clear the shortfall by repeating the course in its subsequent offering which would be in the next academic year. Importantly it is also mentioned that the period of Coursework which is required to be completed within the first two years including condition of promotion to ACE and whereas the same could be fulfilled in maximum of three years. Again the Programme EC has been empowered to take a final decision in all cases. Clause 8.3 stating about the requirement of the students to pass the ACE in a maximum of two attempts failing which he will have to withdraw from the programme. Pertinently, the word "stage" has been used in the context of promotion from ACE to Thesis. Clause 10.2.2(c) stating about the student being given one more chance to defend his thesis in case he is unsuccessful in defending the same in the first attempt and the second chance being the final chance for the students to defend the thesis. Clause 10.3.1 stating about the thesis proposal to be completed within nine months of completion of ACE and a grace period of three months being permitted where after the student would not be paid any

stipend either after the completion of nine months till the Thesis being submitted and whereas clause 10.3.1(b) stating about the student being required to withdraw from the programme if the student does not submit the Thesis proposal by the end of fourth year. Clause 13.4.2 stating about the powers of the Student Evaluation Committee (SEC) which would be the Programme EC and which would review the cases of the students who have failed to meet condition for award of the title or any extenuating circumstances that may have led to failure in meeting the required academic standards and decide appropriate course of action for such students including but not limited to asking the student to come back in subsequent batch to complete any shortfall and also to review and specify the manner of clearing the “F” grade obtained by the students in situations not specified anywhere else in the manual. Clause 13.7(b) as well as clause 4.2 being referred to in the context of the word ‘stage’. Importantly Clause 3 stating about the financial grants, fees and other charges and whereas while the DPM envisages a fellowship registered in the Programme which would include academic access/expenses and room charges whereas remaining charges would have to be borne by the students. Pertinently the clause envisages students repeating the first and/or second year not being provided Fellowship and Contingency Grant during repeated years.

20. Having analyzed the provisions, dispassionately i.e. from the perspective of a neutral observer, we would now proceed to consider the provisions from the perspective of the factual matrix herein that is from the perspective of the controversy on hands. Before doing so, at this stage, to

this Court it would be relevant to refer to the observations of the Hon'ble Supreme Court in case of **Renaissance Hotel Holdings Inc. vs. Vijaya Sai**, reported in **2022 (5) SCC 1** more particularly paragraphs no. 65 to 67 being relevant for the present purpose is reproduced hereinbelow for benefit:

“65. We find that the High Court has failed to take into consideration two important principles of interpretation. The first one being of textual and contextual interpretation. It will be apposite to refer to the guiding principles, succinctly summed up by Chinnappa Reddy, J., in the judgment of this Court in *RBI v. Peerless General Finance & Investment Co. Ltd.* [*RBI v. Peerless General Finance & Investment Co. Ltd.*,

“33. Interpretation must depend on the text and the context. They are the bases of interpretation. One may well say if the text is the texture, context is what gives the colour. Neither can be ignored. Both are important. That interpretation is best which makes the textual interpretation match the contextual. A statute is best interpreted when we know why it was enacted. With this knowledge, the statute must be read, first as a whole and then section by section, clause by clause, phrase by phrase and word by word. If a statute is looked at, in the context of its enactment, with the glasses of the statute-maker, provided by such context, its scheme, the sections, clauses, phrases and words may take colour and appear different than when the statute is looked at without the glasses provided by the context. With these glasses we must look at the Act as a whole and discover what each section, each clause, each phrase and each word is meant and designed to say as to fit into the scheme of the entire Act. No part of a statute and no word of a statute can be construed in isolation. Statutes have to be construed so that every word has a

place and everything is in its place. It is by looking at the definition as a whole in the setting of the entire Act and by reference to what preceded the enactment and the reasons for it that the court construed the expression “Prize Chit” in *Srinivasa* [*Srinivasa Enterprises v. Union of India*, (1980) 4 SCC 507] and we find no reason to depart from the court's construction.”

66. It is thus trite law that while interpreting the provisions of a statute, it is necessary that the textual interpretation should be matched with the contextual one. The Act must be looked at as a whole and it must be discovered what each section, each clause, each phrase and each word is meant and designed to say as to fit into the scheme of the entire Act. No part of a statute and no word of a statute can be construed in isolation. Statutes have to be construed so that every word has a place and everything is in its place. As already discussed hereinabove, the said Act has been enacted by the legislature taking into consideration the increased globalisation of trade and industry, the need to encourage investment flows and transfer of technology, and the need for simplification and harmonisation of trade mark management systems. One of the purposes for which the said Act has been enacted is prohibiting the use of someone else's trade mark as a part of the corporate name or the name of business concern. If the entire scheme of the Act is construed as a whole, it provides for the rights conferred by registration and the right to sue for infringement of the registered trade mark by its proprietor. The legislative scheme as enacted under the said statute elaborately provides for the eventualities in which a proprietor of the registered trade mark

can bring an action for infringement of the trade mark and the limits on effect of the registered trade mark. By picking up a part of the provisions in sub-section (4) of Section 29 of the said Act and a part of the provision in sub-section (1) of Section 30 of the said Act and giving it a textual meaning without considering the context in which the said provisions have to be construed, in our view, would not be permissible. We are at pains to say that the High Court fell in error in doing so.

Another principle that the High Court has failed to notice is that a part of a section cannot be read in isolation. This Court, speaking through A.P. Sen, J., in *Balasinor Nagrik Coop. Bank Ltd. v. Babubhai Shankerlal Pandya* [*Balasinor Nagrik Coop. Bank Ltd. v. Babubhai Shankerlal Pandya*, (1987) 1 SCC 606] , observed thus : (SCC p. 608, para 4)

“4. ... It is an elementary rule that construction of a section is to be made of all parts together. It is not permissible to omit any part of it. For, the principle that the statute must be read as a whole is equally applicable to different parts of the same section.”

This principle was reiterated by this Court in *Kalamatibai v. Soiryabai* [*Kalamatibai v. Soiryabai*, (1991) 3 SCC 410] : (SCC p. 418, para 6)

“6. ... It is well settled that a section has to be read in its entirety as one composite unit without bifurcating it or ignoring any part of it.”

21. The Hon'ble Supreme Court at paragraphs no. 65 refers to observation of the Hon'ble Supreme Court in case of **RBI vs. Peerless General Finance and Investment Company** reported in **1987(1) SCC**

424, wherein the Hon'ble Supreme Court has laid down upshot of the observation of the Hon'ble Supreme Court in above quoted paragraph being that while interpreting the provisions of a Statute the textual interpretation should match with the contextual one and whereas, the statute must be looked at as a whole and it must be discovered as to what each clause each phrase and each word means and how the same is fitting in the larger scheme of the Act.

22. Considering from the above perspective, while it would clearly appear to this Court that Manual regulates how the DPM programme has to be conducted as well as the duties and the responsibilities of the students as well as the officers of the Institution, and whereas it also appears that the Manual while it is rigid as regards the requirement and the students qualifying from one stage to the subsequent stage of the programme yet the Manual envisages extended time limit for completion of inter-stage and intra-stage of the DPM Programme. It would also appear that a student would be required to leave the programme if the student does not complete the inter-stage and intra-stage in stipulated and extended time limit. Furthermore, at the Coursework stage, expulsion is envisaged only upon non crossing of the stage or not clearing the first year and the second year within the stipulated time limit. Again, a deeper look at the provisions would reveal that the Programme EC has been given wide powers and whereas the wide powers could be understood, would be in the nature of extending the boundaries so to say for helping the student to clear the programme and not in converse.

23. As noticed hereinabove, to this Court it would appear that the purpose of the Manual being to regulate the DPM programme yet, from the

perspective of the students, one very important aspect which is too obvious to ignore being that the course is designed in such a manner to ensure that a student gets reasonable and multiple opportunities to clear the course. Further the DPM Executive Committee, the Student Evaluation Committee (SEC) being given the responsibility of reviewing the performance suggesting remedial measures or appropriate course of action and the Director of the Institute having the final authority in case of an appeal. Thus the underlying objective being that if a student is meritorious enough to get selected for course in question then adequate opportunity should be given to the said student to complete the course and the idea very glaringly not being to remove a student from the programme at the very first opportunity. The above explanation being rendered in context of observation of the Hon'ble Supreme Court in case of **Renaissance Hotel Holdings Inc. vs. Vijaya Sai & others (supra)** that is to understand the context of the manual from the perspective of a student.

24. The above observation, could be better appreciated by referring to certain clauses of the DPM extensively. It would be profitable to observe at this stage that the DPM course is divided into four parts namely 'Coursework', Area Comprehensive Examination (ACE), Thesis and Academic Assistance. Students are required to complete each part before being permitted to join the second part. Students are required to complete the Coursework part to enter the Area Comprehensive Examination (ACE) part and after the same is complete the third and the fourth part are required to be done concurrently.

24.1 These four parts have been divided into three stages as could be seen from Clause 4.3 the 'Coursework' being stage (1), Area Comprehensive

Examination (ACE) being stage (2) and Thesis along with Academic Assistance done concurrently being stage (3). Clause 6.1(b) lays down that a student has to qualify from one stage of the programme to the subsequent stage of the programme and a student who fails to do so, will be required to leave the programme. Furthermore, a student who fails to complete the programme in the stipulated time will also be required to leave the programme.

24.2 While both the sides have laid emphasis on interpretation of the word 'stage' inasmuch as while the learned Advocate for the petitioners have submitted that the word 'stage' has to be read in the context of the sentences or paragraph it has been used, learned Advocate for the Institute submitting that the word 'stage' has been used in its normal meaning and no additional weightage has to be given to the word depending on its context.

24.3 While learned Advocate for the respondent Institution has submitted that words used in the manual be appreciated in the textual meaning more important the submission being with regard to the word 'stage', to this Court it would appear that textual interpretation would render the Manual unworkable inasmuch as upon textual interpretation the purpose of giving further opportunities to a student to complete the course gets obliterated.

24.4 To explain clause (1) the Manual uses the word 'stage' in context of the four different parts as observed hereinabove and the meaning of the word 'stage' becoming more clear at clause 4.3 where the four parts are divided in three stages namely 'Coursework' being stage (1), ACE being stage (2) and Thesis along with Academic Assistance done concurrently being stage (3). The word 'stage' having been given same meaning at clause

(1) clause 4.3 and it would appear that the same meaning is attached to the word at clause 6.1(b) where it is clearly stated that the student would be required to leave the programme if he does not qualify for promotion from one stage to the subsequent stage or he does not complete the programme in stipulated time. Clause 6.2.3 also laying down that a student who is not qualifying for promotion at any stage of the programme or not eligible for reward or the title would be required to leave programme unless otherwise recommended by the programme EC. Clause 7.5.2 lays down that for promotion from first to second year the student must fulfill the conditions with respect to grades mentioned therein and whereas from the perspective of the present petition clause 7.5.2 (d) being relevant inasmuch as it states as regards the student not having obtained D grade in courses worth more than a total of two credits. (Clause 7.4.2 explaining D grade as low pass and F grade as fail). Clause 7.5.1 stating that a student who has obtained F grade or has failed to meet minimum grade requirement as per clause 7.5.2 (7.5.3 for second year student) then the Instructor is required to recommend the manner in clearing the Fail grade or overcoming the shortfall subject to approval by the programme EC. The said clause further states about revised grade to be received by the programme office within a stipulated time failing which the original grade would be considered final. Furthermore the clause states about the consequence of the Instructor not recommending any specific action being that the student must 'necessarily clear' the fail grade or shortfall by repeating the course in its subsequent offering which may be during the next academic year. The said clause further lays down that the Coursework should be completed in first two years and the condition of promotion to the next stage that is ACE stage must be fulfilled in a maximum of three years. The clause further reiterates as regards the Programme EC having the final right to decide any cases mentioned above

that is the part with regard to overcoming the shortfall.

25. To this court it would appear that the clauses read together would contain a very clear and straightforward meaning that is to state that the DPM programme would be in three stages, a candidate who fails to clear the stage, or the programme as the case may be in stipulated time would be required to leave the programme. Insofar as the present context is concerned, the Coursework stage is to be cleared in two years with an additional year provided for fulfilling the requirements as per clause 7.5.2 failing which the student would have to leave the programme.

25.1 To this Court it would further appear that above clauses envisages that while coursework stage would have to be completed in two years, if a student has obtained a F grade or a D grade that is Fail grade or low fail grade in two courses worth more than two credits then the student could at the recommendation of the instructor with approval of programme EC have the F grade cleared or overcome the shortfall in a particular manner and whereas the default provision being that the student would have to repeat the course in its subsequent offering for either clearing the fail grade or overcoming the shortfall by repeating the course in its subsequent offering. Again an additional one year is provided for completing the 'coursework' that is two years being the normal duration and one additional year to clear the F grade or shortfall as the case may be.

25.2 To this Court it would appear that if a student is entitled to an additional year as per the manual to clear the fail Grade or overcoming the academic shortfall then by resorting to textual interpretation, the word 'stage' at clauses 6.1(b) and 6.2.3 being read as year, would definitely render

the Manual unworkable and otiose.

26. Again to emphasize it is observed by this Court that no part of the Manual envisages that a student could be directed to leave the programme upon the student not clearing the first year of Coursework. The above aspects being further clarified if one looks to clause (3) of the manual which inter alia states about students repeating the first and/or second year not being provided fellowship and contingency grant during the repeat years. This aspect being further clarified at clause 6.2.2 as regards the duration of the course which is stated to be of four years and extended upto five years in certain contingencies and further extendable upto six years in exceptional circumstances. Most importantly, the said clause laying down that extra time spent by the student for repeating courses from the first and/or the second year being included towards the six years limit that is the exceptional circumstance part and not towards the five year that is upon one additional year being granted to complete the four year course. It would thus appear that the manual does not envisage requirement of leaving the programme upon non completion of the first and the second year at the first instance itself and whereas a student is entitled to one additional year for completing the first and/or the second year of coursework for which the student would not be entitled for fellowship and contingency grant in the repeat year. Furthermore even if a student completes the coursework with one additional year, she would still have the opportunity of getting one more year extension for completing the programme that is even after four years.

27. Thus, it would appear very clearly that the Manual does not envisage a student requiring to leave the Coursework stage upon non completion of the first and or second year as the case may be upon obtaining F grade or D

grade and whereas the student would be entitled to one additional year to complete the coursework and only if the the student is not able to complete the coursework stage and get promoted at ACE stage within the stipulated and extended time then the institution is empowered to ask the student to leave the programme.

28. In view of the above very clear scheme as found in the Manual to this Court it would appear that the action of the institution that is the Chairperson DPM vide order dated 06.10.2025 requiring the petitioner to leave the programme is not in consonance with the procedure prescribed in the Manual and whereas the same would be an action without any authority of the law that is nonest and void ab initio. Consequently, the order passed by the Director of the institute would also be rendered ineffective and nonest.

29. Having observed as above, as noticed by this Court at the starting point of this discussion, upon question no. 1 being held in favour of the petitioners there would not be any requirement to travel further and decide the questions as regards alleged violation of principles of natural justice, alleged violation of the doctrine of legitimate expectation and the alleged impropriety, since the same would be an unnecessary exercise academic exercise, without any purpose. Thus this Court deems it appropriate not to answer the said questions.

30. Having regard to the above observations, discussion and conclusions, the following directions are issued:

[1] Orders dated 07.06.2025 passed by the Chairperson DPM of

the Institution and order dated 18.06.2025 passed by the Director of the Institution are hereby quashed and set aside. All necessary consequences to follow.

31. With the above observation and direction the petitions stand disposed of as allowed.

32. Learned Advocate Ms. Megha Jani appearing on behalf of the respondent-Institution has requested that the present order may be stayed for a period of four weeks for the respondent-Institution to take appropriate steps. Learned Advocates for the petitioners object to the same inter alia submitting that by virtue of an arrangement, the petitioners have been protected from being evicted from their accommodation.

33. Considering that a decision taken by the respondent-Institution has been reversed by this Court, the request made by learned Advocate Ms. Jani for the respondent-Institution being reasonable is acceded to, with a caveat inasmuch as, the present order is stayed for a period of four weeks from the date the same is uploaded on the portal of the Gujarat High Court and whereas for a period of four weeks thereafter, the petitioners of Special Civil Application Nos. 8459 of 2025 and 8513 of 2025 are permitted to continue in their accommodation and they shall not be evicted by the respondent-Institution.

(NIKHIL S. KARIEL,J)

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