

**HIGH COURT FOR THE STATE OF TELANGANA AT HYDERABAD
(Special Original Jurisdiction)**

FRIDAY, THE THIRTY FIRST DAY OF OCTOBER
TWO THOUSAND AND TWENTY FIVE

PRESENT

THE HONOURABLE MRS JUSTICE SUREPALLI NANDA

WRIT PETITION NO: 32890 OF 2025

Between:

Sri Renuka Shakti Securities Services Private Ltd., Represented by its Managing Director, G. Shankar, S/o G. Jangaiah, Aged about 59 years, R/o. SRT 79, 1-1-379/147, Street No. 4, Balaji Darshan Lane, Ashok Nagar, Hyderabad - 500020.

...PETITIONER

AND

1. Telangana University, Represented by its Registrar, Dichpally, Nizamabad, Telangana.
2. State of Telangana, Represented by Principal Secretary, Higher Education Department, Secretariat, Hyderabad.

...RESPONDENTS

Petition under Article 226 of the Constitution of India praying that in the circumstances stated in the affidavit filed therewith, the High Court may be pleased to issue an appropriate Writ, Order or Direction, more particularly in the nature of Writ of Mandamus, declaring the action of the respondent in issuing impugned notice dt 24/10/2025 in terminating the service of the petitioner with effect from 01/11/2025 is illegal arbitrary and contrary to the orders passed by the Honourable High Court in W.P.No. 30332 of 2025 dt 08/10/2025 and consequently set aside the same and continue the petitioner services as per the agreement No. 1 Security Personal agencies dt 06/09/2024 and agreement No. 2 Out sourcing agency dt 06/09/2024 till to September, 2026.

IA NO: 1 OF 2025

Petition under Section 151 CPC praying that in the circumstances stated in the affidavit filed in support of the petition, the High Court may be pleased to stay

all further proceedings in pursuance of the impugned proceeding dt 24/10/2025 issued by the 1st respondent in terminating the petitioner's agreement for supply of outsourcing employees and to continue the petitioner services as out sourcing agency in the respondent university.

**Counsel for the Petitioner : SRI RAVI MOHAN, Sr.Counsel
rep., SRI NARESH KUMAR GORIGE**

Counsel for the Respondent No.1 : SRI B.THIMOTHI, (SC FOR TU NIZMBD)

Counsel for the Respondent No.2 : ASST.GP FOR HIGHER EDUCATION

The Court made the following: ORDER

THE HON'BLE MRS. JUSTICE SUREPALLI NANDA

WRIT PETITION No.32890 OF 2025

ORDER:

Heard Sri Ravi Mohan, learned Senior Designated Counsel representing Sri Naresh Kumar Gorige, learned counsel appearing on behalf of the petitioner on record, Sri B.Timothi, learned Standing Counsel for Telangana University appearing on behalf of the respondent No.1 and the learned Assistant Government Pleader for Higher Education appearing on behalf of respondent No.2.

2. The petitioner approached this Court seeking the prayer as under:

"...to issue an appropriate Writ, Order or Direction, more particularly in the nature of Writ of Mandamus, declaring the action of the respondent in issuing impugned notice dt 24-10-2025 in terminating the service of the petitioner with effect from 01-11-2025 is illegal arbitrary and contrary to the orders passed by the Honourable High Court in W.P.No. 30332 of 2025 dt 08-10-2025 and consequently set aside the same and continue the petitioner services as per the agreement No.1 Security Personal agencies dt 06-09-2024 and agreement No. 2 Out sourcing agency dt 06-09-2024 till to September, 2026 and pass..."

3. The case of the petitioner, in brief, as per the averments made in the affidavit filed by the petitioner in support of the present Writ Petition is as under:

i) The petitioner is a registered firm and has been supplying outsourcing staff to the respondent University under an agreement dated 06.09.2024. The said agreement is valid for one year and is extendable for another year under Clause 3 of the said agreement, subject to satisfactory performance.

ii) Though there were no complaints against the petitioner, during the subsistence of the agreement, respondent No.1 issued a tender notification vide Tender No.105/REG/TU/NZB/2025 dated 12.09.2025 inviting fresh agencies, which is contrary to the contractual terms. Aggrieved thereby, the petitioner filed W.P. No. 30332 of 2025, wherein this Court, by order dated 08.10.2025, directed the respondents to consider the petitioner's case for extension and to maintain status quo till a decision after due consideration is taken by the authority concerned

pertaining to the request of the petitioner to continue the petitioner services as outsourcing agency and communicate the said decision to the petitioner.

iii) In spite of the order dated 08.10.2025, respondent No.1 passed the impugned order vide No.121/REG/TU/NZB/2025 dated 24.10.2025, terminating the petitioner's services with effect from 01.11.2025, without issuing any notice or assigning any reasons. Aggrieved by the same, the Petitioner filed the present Writ Petition.

4. PERUSED THE RECORD:

A) The order impugned vide proceedings No.121/REG/TU/NZB/2025 dated 24.10.2022 passed by the respondent No.1-the Registrar, Telangana University to the petitioner agency is extracted hereunder:

"With reference to the subject cited above you are hereby informed that; as per the order of Hon'ble High Court dated; 08-10-2025 in W.P.No.30332 of 2025, the Telangana University has considered the

request for extension of contract period and rejected for the following reasons:

As per the work order issued on 06-09-2024, your contract period was expired on 05-09-2025, therefore the university has issued a fresh notification on 12-09-2025 by mentioning that the last date for receiving tender quotations is 06-10-2025 by 4.00.P.M., and the tender will be opened on 07-10-2025 at 11:00 A.M.

2. It is a fact that, you are not barred to file a tender for the said notification and you are also filed a vender to the said notification.

3. It is also a fact that you are also participated in lucky draw for finalization of tenders as more agencies quoted equal lowest price. In that Lucky draw the following agencies got the opportunity;

For Catogory-I: M/s Om Sree Sai Security & House Keeping Services, Secunderabad.

For Category-II M/s Veerabhadra Infra & Facility Management Pvt., Ltd., Hyderabad.

The issuance of notification for tender is a prerogative right of the University and the University will select outsourcing agency keeping in mind the specific needs of the institution. And the University has every authority to consider application of those whose acts are not detrimental to the interest of the University.

5. Therefore, you are hereby informed to complete the payment of EPF & ESI contribution dues of all the outsourcing employees up to the month of October, 2025 on or before 06-11-2025 and submit the same to this office.

6. Your services will be terminated from 01-11-2025 onwards.

This is for your information."

B) Clause '3' of the Agreement dated 06.09.2024 entered into between petitioner agency and respondent No.1 University is extracted hereunder:

"3. The both the parties hereby agree that the agreement is last up to the period of one year from the date hereof, that means of is deemed to be effective from 6th day of September, 2024 A.D. to 5th September, 2025 A.D. If the performance is satisfactory the contract will be extended to one more year."

C) Paragraph 7 of the written instructions dated 30.10.2025 placed on record by the learned Standing Counsel of the respondent University during the course of hearing, is extracted hereunder:

"7. It is only the change of the outsourcing agency, but not the termination of all the existing 275 outsourcing employees. Even after the University entered into the contract with the next agencies, all the existing 275 outsourcing employees will be continued as usual."

DISCUSSION AND CONCLUSION:

5. A bare perusal of Clause (3) of the agreement entered into between the petitioner outsourcing agency and the Registrar, Telangana University, Dichpally, Nizamabad, Telangana dated 06.09.2024, indicates that the period of the agreement, executed between the petitioner agency and the respondent University, is from 06.09.2024 to 05.09.2025. It is further provided that, if the performance is found satisfactory, the contract may be extended for one more year as per clause '3' of the said agreement.

6. Learned counsel appearing on behalf of the petitioner submits that the petitioner agency has 275 outsourcing employees, and by virtue of the decision of the respondent University to engage M/s. Om Sree Sai Security & Housekeeping Services, Secunderabad, and M/s. Veerabhadra Infra & Facility Management Private Limited, Hyderabad, the petitioner agency would be thrown out and the said decision is contrary to Clause (3) of the agreement entered into between the petitioner agency and the respondent University.

7. Learned Standing Counsel for Telangana University, upon instructions dated 30.10.2025, contends that it is only

a change of the outsourcing agency and not a termination of the existing 275 outsourcing employees, and that even after the University enters into a contract with the new agencies, all the existing 275 outsourcing employees will continue as usual.

8. A bare perusal of the record indicates that the agreement entered into between the petitioner agency and the Respondent University is intended for the supply of personnel by the first party to the second party. The first party is required to ensure the proper continuation of the persons deployed with the second party. Therefore, this Court opines that the plea of the respondent University that it is only a change of the outsourcing agency and not a termination of the existing 275 outsourcing employees is not tenable, since an agency undertaking work on behalf of the respondent University admittedly would have its own personnel and not the personnel of petitioner's agency.

9. A bare perusal of the impugned order dated 24.10.2025 also does not indicate any failure on the part of the petitioner in discharging petitioners duties, nor does it disclose any deficiencies or irregularities on the part of the petitioner security personnel agency. The impugned order dated 24.10.2025 merely states that the University has the authority to select an outsourcing agency, keeping in mind the specific needs of the institution, and that the issuance of a tender notification is the prerogative right of the University.

10. This Court opines that the impugned order dated 24.10.2025, passed by the Registrar of the respondent University, is contrary to Clause (3) of the agreement dated 06.09.2024 entered into between the petitioner and the respondent University, and that the same was issued without considering the petitioner's request to continue its services for one more year as per Clause (3) of the said agreement.

11. In view of the fact as borne on record that there are no complaints against the petitioner, nor it is the case of the respondent University, even as per the impugned order, that

there were any lapses on the part of the petitioner agency in discharging its duties as per the terms of the agreement entered into between the petitioner and the respondent University, duly taking into consideration Clause 7 of the written instructions dated 30.10.2025 issued by the respondent University(referred to and extracted above) this Court opines that the subject issue needs reconsideration by the respondent University and the respondent University has to necessarily consider the grievance of the petitioner, as put forth in the present writ petition, for continuation of the petitioner's services as an outsourcing agency in the respondent University, duly taking into consideration Clause 3 of the agreement dated 06.09.2024 entered into between the petitioner and the first respondent University, since the written instructions clearly indicate that the respondent University intends to change the outsourcing agency and not to terminate the services of all the existing 275 outsourcing employees, for no fault of the petitioner agency though Clause '3' of the agreement entered into between the petitioner and the respondent No.1 University dated 06.09.2024 provides for extension by one more year if the performance of the petitioner agency is satisfactory and it is

not the case of the 1st respondent University even as per the words indicated in the notice impugned dated 24.10.2025 issued by the respondent University terminating the service of the petitioner agency w.e.f. 01.11.2025, that the services of the petitioner agency had not been satisfactory.

12. TAKING INTO CONSIDERATION:

- a) The aforesaid facts and circumstances of the case,
- b) The submissions made by the learned counsel appearing on behalf of the petitioner, learned Standing Counsel for Telangana University appearing on behalf of the respondent No.1 and the learned Assistant Government Pleader for Higher Education appearing on behalf of respondent No.2,
- c) Earlier order of this Court dated 08.10.2025 passed in W.P.No. 30332 of 2025,
- d) The contents of the impugned order vide proceedings No.121/REG/TU/NZB/2025 dated

24.10.2022 passed by the respondent No.1-the Registrar, Telangana University to the petitioner agency (referred to and extracted above),

e) Clause '3' of the agreement entered into between petitioner agency and respondent University (referred to and extracted above),

f) Paragraph No.7 of the written instructions dated 30.10.2025 (referred to and extracted above),

The Writ Petition is allowed, and the impugned order vide proceedings No.121/REG/TU/NZB/2025 dated 24.10.2025 is set aside. Respondent No.1-University is directed to consider the grievance of the petitioner, as put forth in the present writ petition, for continuation of the petitioner's services as an outsourcing agency in the respondent University, duly taking into consideration Clause (3) of the agreement dated 06.09.2024 entered into between the petitioner and the respondent University, and take a decision on the subject issue in true spirit of the directions of this Court dated 08.10.2025 passed in W.P.No.30332 of

2025 filed by the petitioner on an earlier occasion
duly examining the request of the petitioner to
continue the petitioner services as outsourcing
agency within a period of one (1) week from the date
of receipt of a copy of this order in accordance to law
and in conformity with the principles of natural
justice, by providing an opportunity of personal
hearing to the petitioner and duly communicate the
decision to the petitioner herein. The respondents are
further directed not to proceed with the finalization of
the tenders till the above exercise as indicated as
above within the time period as stipulated as above is
undertaken by the respondent university and the
decision on the subject issue is communicated to the
petitioner. However, there shall be no order as to
costs.

Miscellaneous petitions, if any, pending in this Writ
Petition, shall stand closed. // / /

That Rule Nisi has been made absolute as above.
Witness THE HON'BLE THE CHIEF JUSTICE APARESH KUMAR SINGH, on this
Friday, The Thirty First Day Of October Two Thousand And Twenty Five

SD/-T.SRINIVAS REDDY
ASSISTANT REGISTRAR

//TRUE COPY//

SECTION OFFICER

To,

1. The Registrar, Telangana University, Dichpally, Nizamabad, Telangana.
2. The Principal Secretary, State of Telangana, Higher Education Department, Secretariat, Hyderabad.
3. One CC to SRI NARESH KUMAR GORIGE, Advocate. [OPUC]

4. One CC to SRI B.THIMOTHI, (SC for Telangana University, Dichpally, Nizamabad) [OPUC]
5. Two CCs to GP FOR HIGHER EDUCATION, High Court for the State of Telangana at Hyderabad. [OUT]
6. Two CD Copies.

BSK

A handwritten signature in black ink, appearing to be 'A. S.' or similar, with a long horizontal stroke extending to the right.

HIGH COURT

DATED:31/10/2025

CC TODAY



ORDER

WP.No.32890 of 2025

ALLOWING THE WRIT PETITION
WITHOUT COSTS

10
A.S.
4/11/25