



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH AT NAGPUR

WRIT PETITION NO.2315 OF 2021

1. Lokmanya Tilak Jankalyan Shikshan
Sanstha, Lokmanya Tilak Bhavan,
through its Secretary/Authorized Director,
Laxmi Nagar, Nagpur – 440022,
Tahsil & District Nagpur
(Maharashtra State).
2. Priyadarshini J.L.College of Engineering,
through its Principal, 846,
New Nandanvan Layout, Nagpur-440009.
Tahsil & District Nagpur
(Maharashtra State).

....PETITIONERS

(Orig. Non-applicant Nos.1 &2)

...VERSUS...

1. Smt. Kiran Manish Kimmatkar,
Aged – 40 years, Occ: Service,
R/o House No.354, Shardha Tulsi Bag
Road, Opposite Swami Samarth Mandir,
Mahal, Nagpur, Tahsil & Dist. Nagpur.
(Maharashtra State)
2. Rashtrasant Tukdoji Maharaj Nagpur
University, through its Registrar, Ravindranath
Tagore Marg, Civil Lines, Nagpur,
Tahsil & Dist. Nagpur.
(Maharashtra State)
3. All India Council of Technical
Education (AICTE), through its
Member Secretary, Nelson Mandela Marg
Vasant Kunj, New Delhi – 110070.

(orig. Applicant)

(orig. Non-applicant no.3)

(orig. Non-applicant no.4)



4. The Presiding Officer,
University and College Tribunal,
Civil Lines, Nagpur, Tahsil & Dist. Nagpur.
(Maharashtra State)

...**RESPONDENTS**

Shri H.D. Dangre, Advocate for petitioners.
Shri A.P. Raghute, Advocate for respondent no.1.
Shri S.M. Bhagde, Advocate for respondent no.2.
Shri N.P. Lambat, Advocate for respondent no.3.

CORAM:- M.W. CHANDWANI, J.
DATE :- 13.01.2026

ORAL JUDGMENT:

. **Rule.** Rule made returnable forthwith. Heard finally
with the consent of both the parties.

2. The petition challenges the judgment and order dated
18.02.2021 passed by the Presiding Officer, University and College
Tribunal, Nagpur (for short “**College Tribunal**”) in Appeal No.N-
34/2019 thereby allowing the appeal filed by the respondent no.1-
employee.

3. The respondent no.1-employee was appointed as
Assistant Professor on 21.11.2017 and joined the services on
26.12.2017. The respondent no.1-employee by a letter dated
20.11.2019 came to be relieved by the petitioners – college, which
came to be challenged by the respondent no.1 – employee before
the College Tribunal on the premise that after one year of the



services of the respondent no.1-employee, she became permanent employee of the petitioners – college and therefore, the petitioners-college should not have relieved her without holding enquiry as contemplated under Statute 53 published under the Maharashtra Public Universities Act, 2016 / The Nagpur University Act, 1974 (fort short “**the Act**”).

4. The petitioners-college appeared and came up with a case that since no formal confirmation order was issued by the petitioners-college confirming the services of the respondent no.1-employee, the respondent no.1-employee cannot be termed to be in permanent service. On the date of relieving the respondent no.1-employee, she was on probation and therefore, there was no need to conduct full-fledged enquiry under Statute 53 of the Act.

5. The learned College Tribunal passed an order, relying on the UGC Regulations, and held that services of the respondent no.1-employee was deemed confirmed after completion of the one year of the probation period and directed the petitioners-college to reinstate the respondent no.1-employee with full backwages. The said order is under challenge in this petition.

6. Heard Shri Dangre, the learned counsel for the



petitioners-college, Shri Raghute, learned counsel for the respondent no.1-employee, Shri Bhagde, learned counsel for the respondent no.2 and Shri Lambat, learned counsel for the respondent no.3.

7. I have gone through the impugned orders, UGC Regulations and Statute 53 of the Act. There is no dispute by the petitioners-college that the respondent no.1-employee's services are governed by the UGC Regulations more particularly Regulations 11.1 and 11.2, which read thus:

"11.0 PERIOD OF PROBATION AND CONFIRMATION

11.1 The minimum period of probation shall be one year extendable by a maximum period of one more year in case of unsatisfactory performance.

11.2 The confirmation at the end of one year shall be automatic unless extended for another year by a specific order, before expiry of the first year."

8. Reading of the aforesaid UGC Regulations reveals that the minimum period of probation shall be one year, which shall be extended by further period of one year in case of unsatisfactory performance. The confirmation of service of teaching or non-teaching staff at the end of one year shall be automatic unless extended for another year by specific order before expiry of the first year.

9. The submission of the learned counsel for the petitioners-



college Shri Dangre is that, though the probation period is of one year but unless a specific order confirming the probation is passed, the services of the teaching or non-teaching staff cannot be confirmed. According to him, the specific order of confirmation passed by the employer is a condition precedent for treating the employee either teaching or non-teaching as confirmed employee. To buttress his submissions he seeks to rely upon the decisions of the Supreme Court in the cases of *Municipal Corporation, Raipur Vs Ashok Kumar Misra* ¹, *Director (Production), Heavy Engineering Corporation and others Vs. Jagannath Prasad* ², *Chief General Manager, State Bank of India and another Vs. Bijoy Kumar Mishra* ³, *High Court of M.P. through Registrar and others Vs. Satya Narayan Jhavar* ⁴, *Commissioner of Police, Hubli and another Vs. R.S. More* ⁵, *Kazia Mohammed Muzzammil Vs. State of Karnataka and another* ⁶.

10. The common thread from all these authorities is that after completion of the probation period, a specific expressed order of confirmation is required from the employer for confirmation of the services or the post on which the employee has

1 (1991) 3 SCC 325

2 1995 Supp (4) SCC 699

3 (1997) 7 SCC 550

4 (2001) 7 SCC 161

5 (2003) 2 SCC 408

6 (2010) 8 SCC 155



been appointed.

11. Taking help of the observations made by the Supreme Court in the decisions referred above, Shri Dangre vehemently submitted that, in the present case, no order confirming the services of the respondent no.1-employee came to be passed by the petitioners-college. Therefore, according to him, unless confirmation order is passed by the petitioners-College, the services of the respondent no.1-employee cannot be deemed as confirmed. According to him, there is no a concept of deemed confirmation; rather, there is a concept of deemed extension of probation period unless it is confirmed by an explicit order in writing by the employer.

12. I have given thoughtful consideration to the authorities relied by the petitioners-college referred above. In those cases which were before Their Lordships, nowhere the service rules provide provisions for deemed confirmation. In those cases there were provisions of describing period of probation simpliciter. Here, the specific rule provides deemed confirmation.

13. Needless to mention that, appointment by the petitioners-college and service by the respondent no.1-employee is a contract and is governed by the Rules and Standing Orders made in that regard. Having found the UGC Regulations providing



deemed confirmation after completion of one year; I feel that the petitioners-college will not get any help from the observations made by the Supreme Court in above referred authorities.

14. Considering the UGC Regulations 11.1 and 11.2 providing deeming fiction of confirmation after completion of one year into service, I do not find force in the argument of the learned counsel for the petitioners-college that a separate order of confirmation is required. Rather, the case in hand is squarely covered by the decision in the case of *Dr. Shashikant S/o Shrikumar Khandare Vs. Presiding Officer, University and College Tribunal, Nagpur and others* decided on 17.10.2025 by this Court in Writ Petition No.2540/2016.

15. This takes me to the sheet anchor argument of the learned counsel for the petitioners-college that before completion of one year a letter dated 01.12.2018 (page 40) was issued by the petitioners-college to the respondent no.1-employee. According to him, this letter is nothing but extension of probation period. Further, by issuing such letter, the services of the respondent no.1-employee had been extended and therefore, the relieving letter thereafter issued by the petitioners-college cannot be faulted with and she was very well relieved without holding any enquiry.



16. I have perused the letter dated 01.12.2018 and given my thoughtful consideration, which is reproduced as under:

“Office of the Director

LTJSS

LTJSS/DIR/HR/2018-19/388

Date:01.12.2018

*To,
Ms Kiran Kimmatkar,
Branch : Electrical Engineering
Priyadarshani J.L. College of Engineering,
Nagpur.*

Sub: Probation period.

*Ref: Condition no.4&5 of appointment order issued to you
dt.21/11/2017.*

Your attention is invited to take note to the condition nos.4&5 of the appointment order issued to you on dt.21/11/2017.

You are called upon to note of the fact that confirmation of services shall come only after:

- i. Compliance to the conditions of the appointment order,*
- ii. Satisfactory completion of the probation period and subsequent*
- iii. Issuance of an order of confirmation by the appointing authority or its nominee.*

The services, under no circumstances, can be stated to have been “deemed confirmed” simply on account of completion of a fixed time in service.

Hence this notice.

For L.T.J.S.S.

Sd/-

Director, LTJSS

Copy submitted to the concerned Principal for information and necessary action”

17. Perusal of the above letter shows that, this is nothing but reproduction of conditions of service. The letter does not depict



the services of the respondent no.1-employee were not found satisfactory; rather, this is an intimation reminding her of certain service conditions of the order of appointment, which has nothing to do with extending the probation period of the respondent no.1-employee. The impugned communication dated 20.11.2019 which is the relieving letter issued by the petitioner no.2 even does not depict that the services of the respondent no.1-employee are unsatisfactory. Therefore, I do not find fault with the observations made by the College Tribunal quashing the letter dated 20.11.2019 and directing the petitioners-college to reinstate the services of the respondent no.1-employee.

18. This takes me further to the issue of backwages. The College Tribunal directed the petitioners-college to pay full-backwages for the period from 20.11.2019. Law in this regard is very well explained by the Supreme Court in the decision of *Uttar Pradesh State Brassware Corpn. Ltd. Vs. Uday Narain Pandey*¹ wherein, it has been observed that it is the duty of the petitioner to plead and prove that during interregnum period he was not gainfully employed anywhere. Evidently, in the present case, neither there is any pleading nor it has been brought before the College Tribunal that the respondent no.1-employee was sitting

¹ (2006) 1 SCC 479



ideal and was not gainfully employed anywhere. That apart, by filing an affidavit before this Court it has been brought before this Court by the petitioners-college that the respondent no.1-employee is working as Assistant Professor with Vidarbha Institute of Technology, Utti, Nagpur. Consequent to this affidavit, a counter affidavit has been filed by the respondent no.1-employee informing that she was appointed with said college on 19.02.2022 with some meager salary. As stated above, it was duty of the respondent no.1-employee which she has failed to plead and prove the above aspects. That apart, she on suo motu did not inform either before the Tribunal or this Court that she was working as Assistant Professor in Vidharbha Institute of Technology, Utti, Nagpur. Therefore, in my view, the respondent no.1-employee is not entitled to backwages even at the rate of 50% as held by this Court in the case of ***Lady Yashodabai Joshi Ladies Club and another Vs. Smt. Mrudhula Govindrao Kavishwar and another*** in Writ Petition No.2353/2022 (Coram : Rohit B. Deo, J.) decided on 12.08.2022. Since, the facts of the present case are different, and the respondent no.1-employee herself did not inform regarding employment either before this Court or the College Tribunal, the said decision will not be helpful to the respondent no.1-employee.



19. Upshot of the above discussions is that the order of the College Tribunal does not require interference except to the extent of directing the petitioners-college to pay full backwages. To that much extent the petition partly succeeds.

20. The petition is disposed of in abovesaid terms.

(M.W. CHANDWANI, J.)

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