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entitled to realise the rent from the tenant as if no change has taken place. The rights of the previous land-owner get extinguished in the land purchased by the tenant only from the date of the issue of the certificate and this interpretation of these provisions does not go counter to the intention of the legislature or the scheme of the Act.

(7) For the reasons given above, I find no merit in these writ petitions, which are dismissed but without any order as to costs as the point of law debated was not free from difficulty.

B.S.G.

APPELLATE CIVIL

Before D. S. Tewatia, J.

SANATAN DHARAM COLLEGE,—Appellant

versus

THE PUNJAB UNIVERSITY AND OTHERS,—Respondents.

Second Appeal From Order No. 12 of 1970.

August 18, 1970.

Punjab University Act (VII of 1947)—Section 27—College securing affiliation of Punjab University—Conditions of affiliation complied with—Such college—Whether has a right to the continued affiliation—Disaffiliation by the University for mala fide reasons—Civil Courts—Whether have jurisdiction to declare the order as void—Order passed by the University at place A and conveyed to the college at place B—Courts at place B—Whether can entertain a suit for declaration of the order being void.

Held, that once a college is granted affiliation by the Punjab University, a right is acquired by the college for the continued affiliation, so long as the conditions of affiliation are continued to be complied with by the college. If the said affiliation is determined by the University for *mala fide* reasons, then even if the requisite procedure indicated by Punjab University Act, 1947, is followed, the final order of disaffiliation and the resolution of the Syndicate and Senate of the University will be void and illegal. Since the right so acquired is a civil right whether the same is conferred by a statute or existed under the general or customary law, the civil Court has jurisdiction to decide as to whether the order taking away that right has been passed firstly in accordance with the statutory provision and secondly for violating the terms and conditions of the affiliation and if it is found that though the procedure indicated in the statute has been complied with but the said order has been passed not as a result of non-compliance of any terms and

conditions of affiliation by the college but for other extraneous reasons, then the Civil Court will be well within its right to declare the order as being illegal and ineffective. (Para 2)

Held, that revocation of a contract is part of the cause of action and, therefore, the place where the contract is revoked may determine the cause of action. The disaffiliation of a college tantamounts to revocation of contract and hence where the order of disaffiliation is passed at place A but is communicated to Managing Committee of the college at place B, the Courts at place B have jurisdiction to entertain a suit for declaration of the order as void. (Para 4)

Second Appeal from the order of the Court of Shri S. S. Sodhi, Additional District Judge, Hoshiarpur, dated the 16th October, 1969, modifying that of Shri T. N. Gupta, Subordinate Judge, III Class, Hoshiarpur, dated the 30th December, 1966, to the extent that instead of dismissing the suit of the plaintiff, the plaint was ordered to be returned to the plaintiff to be presented to the Court of competent jurisdiction.

RAM LAL AGGARWAL AND MALUK SINGH, ADVOCATES, for the appellant.

S. P. JAIN, ADVOCATE, for the respondents

JUDGMENT

D. S. TEWATIA, J.—S. D. College Managing Committee, Hoshiarpur, (hereinafter referred as the plaintiff) is a registered society and S. D. College at Hoshiarpur run by the plaintiff was granted affiliation by the Punjab University in the year 1951 under section 27 of the Punjab University Act, 1947 (hereinafter referred to as the Act). Thereafter the Syndicate of the Punjab University, Chandigarh,—*vide* its resolution dated 26th of June, 1964 recommended to the Senate to disaffiliate the College run by the plaintiff and this order was received by the appellant on 10th of July, 1964. On 27th of October, 1964 the Punjab Government acting under section 30 of the Act passed an order of disaffiliation of S. D. College, Hoshiarpur, and it is this order of Government which led the plaintiff to institute the present declaratory suit seeking a declaration to the effect that the Syndicate and the Senate proceedings resulting into the passing of the resolution dated 26th of June, 1964 which was communicated to the college on 10th of July, 1964 and the order of the Punjab Government dated 27th of October, 1964 are void, illegal, ineffective, against justice, equity and good conscience and public policy. The plaintiff has alleged that the order of disaffiliation has been passed by the Syndicate, Senate and the Punjab

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Government in a *mala fide* manner with a view to harm the plaintiff Managing Committee of the College in order to close the College. Defendants 1 and 2 resisted the suit and apart from other pleas raised by the defendants, the defendants questioned the jurisdiction of the civil Court on two grounds: (1) that there is no civil right of the plaintiff which may be determined by the civil Court and (ii) that the Civil Court at Hoshiarpur had no jurisdiction as no cause of action accrued to the plaintiff within its jurisdiction. The pleadings of the parties led to the framing of the following issues by the trial Court :—

- (1) Whether the Civil Court has no jurisdiction to try this suit ?
- (2) Whether the suit is not of civil nature without going into merits of the case and taking the plaint as it is ?
- (3) Whether the plaintiff has a *locus standi* to institute this suit ?
- (4) Whether this Court has no territorial jurisdiction ?
- (5) Whether the plaint does not disclose any cause of action against the defendants ?

The trial Court after considering issues 1 and 5 together held that the civil Court had no jurisdiction to adjudicate upon this dispute which is not of a civil nature and decided both the issues against the plaintiff. Decision of the trial Court on issues 2, 3 and 4 also went against the plaintiff and with these findings the trial Court dismissed the suit. The lower appellate Court concurred in the view taken by the trial Court and affirmed the judgment and decree of the trial Court and dismissed the appeal with the modification that instead of dismissing the suit of the plaintiff, it ordered the return of the plaint to the plaintiff to be presented to the Court of competent jurisdiction and hence this second appeal to this Court at the instance of the plaintiff.

(2) The short question that arises for determination is as to whether the plaintiff having secured affiliation of the College run by the Punjab University has a right to the continued affiliation of

the said College to the Punjab University so long as the conditions of the affiliation are continued to be complied with by the plaintiff. The Courts below have held that the plaintiff has no inherent right to get his college affiliated to the Punjab University. It held that Section 27 of the Act merely enables the University to grant affiliation to a College and the said affiliation cannot be sought for by the plaintiff as a matter of right. In other words, the view of the Courts below is that a right conferred by the statute can be taken away by the authorities concerned in terms of the statute itself and if the provisions of the statute have not been violated, then the civil Court has no jurisdiction to go behind the orders and take into consideration motives which actuated the authorities to pass the order in question. I do not think the Courts below have taken a correct view because once the College was granted affiliation, then a right has been acquired for the continued affiliation and if the said affiliation has been determined for *mala fide* reasons, then even if the requisite procedure indicated by the statute has been followed, the final order of disaffiliation and the resolution of the Syndicate and Senate of the University will be void and illegal and, since the right so acquired is a civil right whether the same is conferred by a statute or existed under the general or customary law, the civil Court has jurisdiction to decide as to whether the order taking away that right has been passed firstly in accordance with the statutory provision and secondly for violating the terms and conditions of the affiliation and if it is found that though the procedure indicated in the statute has been complied with but the said order has been passed not as a result of non-compliance of any terms and conditions of affiliation by the plaintiff but for other extraneous reasons, then the Civil Court will be well within its right to declare the order as being illegal and ineffective. Since the plaintiff has levelled serious allegations of *mala fide* and has alleged that in spite of continued compliance with the terms and conditions of affiliation, the College in question has been disaffiliated, so, I am of the view that it is incumbent on the Court to go into the merits of the case and then decide.

(3) As regards the territorial jurisdiction of the civil Court at Hoshiarpur, learned counsel for the appellant has urged that a part of cause of action arose at Hoshiarpur as the College in question is situated at Hoshiarpur and it has been disaffiliated and the order disaffiliating the College was communicated to the Managing

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Committee, i.e., the plaintiff at Hoshiarpur. That being so, the civil Court at Hoshiarpur has jurisdiction to try the suit in question. Thus it cannot be disputed that in the present case if a part of cause of action arose at Hoshiarpur, the Court at this place would have jurisdiction to try the present suit. Cause of action has been defined in the following words by their Lordships of the Privy Council in *Mohammad Khalil Khan and others v. Mahbub Ali Khan*, (1).

“Every fact which will be necessary for the plaintiff to prove if traversed in order to support his right to the judgment and has no relation whatever to the defence that may be set up by the defendant nor does it depend upon the character of the relief prayed for by the plaintiff. It refers to the media upon which the plaintiff asks the Court to arrive at a conclusion in his favour.”

(4) It is well established law that revocation of a contract is part of the cause of action and, therefore, the place where the contract is revoked may determine the cause of action. It has been held in a Division Bench judgment of Patna High Court in *Arthur Butler and Co. Ltd. v. District Board of Gaya*, (2), that—

“Where a contract which was completed with the plaintiff at G was cancelled or revoked at M by a telegram which was followed by a letter and the plaintiff sued for damages, for breach of the contract in a Court situate at M alleging the receipt of the telegram and the letter at M, the Court at M had full jurisdiction to try the suit.”

I am in respectful agreement with their Lordships of the Patna High Court. Turning to the facts of the present case, it is to be seen whether the revocation of contract by the defendant took place at Hoshiarpur. It is not disputed that the order disaffiliating the College was communicated to the Managing Committee, the plaintiff at Hoshiarpur. Hence the revocation of the contract took place at Hoshiarpur and as such the Court at Hoshiarpur has got territorial

(1) A.I.R. 1949 P.C. 78.

(2) A.I.R. 1947 Patna 134.

jurisdiction to try the present case. In this view of mine, I am fortified by a decision of this Court reported as *Fertilizer Corporation of India Ltd. v. Sanjit Kumar Ghosh and another*, (3), the facts of which are that 'A' a resident of Calcutta entered into an agreement with 'B' a company at Delhi in terms of which 'A' was taken as an apprentice for training for a period of three years and posted at Sindri in Bihar. There were further terms in the agreement that if 'A' leaves before the completion of the training, he will have to refund all the stipends and other allowances paid to him. 'A' of his own left the apprenticeship after one year and sent a letter to 'B' from Sindri which was received by 'B' at its headquarters at Nangal. The company filed a suit for the recovery of stipends and other allowances in the Court at Hoshiarpur within whose territorial jurisdiction Nangal was. The defendant contended that Court at Hoshiarpur had no jurisdiction to entertain the suit. Shamsher Bahadur, J. while approvingly quoting the above-mentioned observations of their Lordships of Patna High Court in *Arthur Butler's case*, (2), held—

“Revocation of a contract is part of the cause of action in a suit for breach of contract and therefore, the place where the contract is revoked may determine the forum for the trial of the suit.

Where the letter of resignation, i.e., revocation of the service-contract was sent from 'S' but it was received by the plaintiff company at 'N' from where the letter of acceptance of resignation was despatched; that the forum of 'N' had full jurisdiction to try the suit as the revocation of contract was completed at 'N'.”

(5) For the reasons recorded above, this appeal succeeds, the judgment and decrees of both the Courts below are set aside and the case is remanded to the trial Court for decision on merits. There is no order as to costs.

(3) A.I.R. 1965 Pb. 107.