



2026:AHC-LKO:42305

**HIGH COURT OF JUDICATURE AT ALLAHABAD
LUCKNOW**

WRIT - C No. - 6672 of 2026

Pranjal Pandey And 2 Others

.....Petitioner(s)

Versus

Amity University Organisation Thru. Registrar
Noida U.P. And 4 Others

.....Respondent(s)

Counsel for Petitioner(s) : Rahul Mishra, Alok Singh, Ravi Mishra

Counsel for Respondent(s) : A.S.G.I., Sanjeev Kumar Srivastava

Court No. - 3

HON'BLE SUBHASH VIDYARTHI, J.

1. Heard Shri Rahul Mishra, learned counsel for the petitioners, Shri Sanjiv Kumar Srivastava, learned counsel for respondent No.3-University Grants Commission and Shri Ashwani Kumar Singh, learned counsel for the respondent No. 4.

2. By means of the instant writ petition, the petitioners have challenged the validity of a communication dated 10.03.2026 issued by the Respondent No. 1 Amity University Organisation (in short 'University') through its Registrar, L Block, Sector 125, NOIDA, U.P. whereby the respondent No.1-Amity University has informed petitioners that the petitioners are not employees of HCL Technologies Limited (in short 'HCL') (respondent No.2) any more. Active employment with HCL Company was mandatory as the petitioners were admitted to an exclusive program jointly administered by University and HCL online.

3. Learned counsel for the petitioners has submitted that admission to an academic course cannot be made dependent on continuance of the petitioners in employment in any private Organization as right to receive education is a fundamental right.

4. Petitioners have entered into separate agreement with HCL Company stating that the employees have voluntarily enrolled

themselves for Work Integrated Learning Program named Bachelor in Computer Application, a three year degree course for the period 2024-27 in terms of the Company's policy named as Higher Education Policy for Tech Bees - India. The program fees was partially funded by the Company (HCL). One of the conditions of the agreement between the petitioners and HCL was that the petitioners, in view of funding of the program by HCL, will continue to be associated with the Company and rendered their services till the period of 24 months from the date of completion of the program. All the petitioners resigned from the employment of HCL and they were relieved from the Company (HCL).

5. Thereafter, the respondent No.1 University has discontinued the petitioners' admission to the aforesaid course, as the course was specially designed for employees of HCL whereas the petitioners are no more employees of HCL.

6. When a person takes admission to a course which is partially funded by a Company and which course is specially designed for the employees of the Company and the petitioners have entered into an agreement with the Company stating that they will be benefited by the specially designed course for the employees of the Company for which the Company will be partially bearing the expenses and given undertaking that they will continue to remain employed in the Company for a period of at least 24 months or till the completion of the course. If the petitioners choose to terminate their employment with the Company by tendering resignation, they lose their right to all the benefits relating to their employment with the Company, including study in the course to which they were admitted for the reason of being employees of the HCL Company.

7. In these circumstances, it cannot be said that cancellation of admission of the petitioners consequent to, termination of their services with HCL, after resignation tendered by themselves, violates any fundamental right of the petitioners.

8. In view of the fore-going discussion, I am of the view that there

is no error or illegality in the decision of the University to cancel the admission of the petitioners to the specially designed course for employees of the HCL Company after the petitioners have ceased to be in employment of HCL.

9. The petition lacks merit and is, accordingly, dismissed

June 30, 2026

PS

(Subhash Vidyarthi,J.)