

**Sub: Reply to show cause notice dated 29.9.2015 under section 44(1) of  
Mewar University Act and subsequent letter dated 19.10.2015 – reg**

**Respected Sir,**

Kindly refer to your show cause notice bearing No. P.3 (11) Shiksha-4/2005 Pt.II dated 29.09.2015 issued under section 44 (1) of the Mewar University Chittorgarh Act 2009 and also your subsequent letter No. Pt.3 (11) Shiksha-4/2005 P.II dated 19.10.2015.

Although vide our letter No. MU/Admn.(Admission-FDDI)/2015 dated 07.10.2015, we have submitted our interim reply to the show cause notice dated 29.09.2015, however your good self has informed vide letter dated 19.10.2015 that the said interim reply is not justified and un-acceptable and we have been further directed to submit our final reply to the aforesaid show cause notice within a period of 45 days and in the absence of non-receipt of satisfactory reply, our interim reply dated 07.10.2015 will be treated as the final reply and further action will be initiated in accordance with the provisions of Mewar University Act, 2009.

At the outset, we deny the entire allegations made in the show cause notice under reference. In fact, the allegations made in the show cause notice in respect of running “off campus centre” of Mewar University, is factually incorrect and baseless as the Mewar University has not established any off campus centre either in the State of Rajasthan or elsewhere.

Further, while denying the allegations made in the show cause notice, we respectfully submit the following in response to the show cause notice under reference.

1. First of all, it is submitted that our present reply is in continuation of earlier reply letters dated 25<sup>th</sup> October,2012, 25<sup>th</sup> June,2015, 26<sup>th</sup> June, 2015, 25<sup>th</sup> Aug;2015, 20<sup>th</sup> September, 2015 and 7<sup>th</sup> October;2015 along with all enclosures with these letters and copy of the said letters are enclosed as **annexure-I** for ready reference.
2. Further, in the show cause notice dated 29<sup>th</sup> September, 2015, it is alleged that Mewar University has established “off campus centres” and in the garb of collaborative programmes, we were running “off campus centres” which have been stopped on the objection of UGC and therefore, we have violated the provisions of the University Act, therefore, a notice under section 44(1) was issued to us.
3. Before proceeding further, it is submitted that the aforesaid allegations made in the show cause notice in respect of running of “off campus centres” of Mewar University, is factually incorrect and baseless as the Mewar University has not established any “off campus centre” either in the State of Rajasthan or elsewhere directly or indirectly as mentioned above.
4. Further, we would like to invite your kind attention to the fact that the Mewar University, Chittorgarh Act 2009 contemplates and provides two distinct and

separate powers in respect of “co-operation and collaboration” and “off campus centre”. The powers and functions of the University in relation to “co-operation and collaboration”, is dealt with & provided separately under section 5 (i) and the power and function in respect of setting up “off campus centre” is dealt with & provided distinctly and separately under section 5 (y). Thus, the “collaboration” of University with other institution and setting up “off campus centre”, are two separate distinct and different action/function of the University and the said distinction cannot be ignored in the teeth of legislative mandate given to University under the Mewar University Chittorgarh Act 2009. It is respectfully submitted that “collaboration and co-operation” with other institution and setting up “off campus centre” cannot be seen as one and single action/function of the University ignoring the specific and express provisions conferring two specific, distinct and separate powers and functions to the University. For your kind ready reference, the provisions contained in section 5(i) section 5 (y) are reproduced as under:

- “5. Powers and functions of the University – the University shall have the following powers and functions, namely-
- (i) To co-operate, collaborate or associate with any other University or authority or institution in such manner and for the such purpose as the University may determine;
  - (y) to set up “off campus centre” within the state, subject to the provisions of any other law for the time being in force.”

In fact, we wish to submit that section 2(o) defines off campus centre in the following manner:

*“Off campus Centre” means a centre of the University established by it outside the main campus operated and maintained as its constituent unit, having the University’s complement of facilities, faculty and staff.”*

Copy of Mewar University Act highlighting the relevant provision are enclosed herewith for ready reference. ([annexure-II](#))

5. In view of the provisions as contained in section 5(i) and (y) r/w section 2 (o) of the Mewar University Chittorgarh Act, 2009, it is respectfully submitted that Mewar University has not opened any “off campus centre” either in Rajasthan or outside Rajasthan and the “collaboration” entered into by the University with an institution in exercise of its powers conferred under section 5(i) cannot be mixed and treated as an action of opening or setting up an “off campus centre” under section 5 (y) of the Act. Thus, it is again submitted that the allegations made in the show cause notice under reference regarding opening of “off campus centre” by the Mewar University is completely incorrect and misconstrued.
6. It is further submitted that keeping in view the mandates and objectives for which FDDI was set up by Ministry of Commerce and Industry, Government of India, and particularly keeping in view the national interest in relation to

development of Leather Industry in our country and training and development of High Quality Professionals, the University in exercise of its powers conferred under section 5(i) of the Mewar University Chittorgarh Act, 2009 has entered into collaboration with institutions such as Footwear Design and Development Institute (FDDI) in relation to Vocational, skill development and Industrial Training intensive programmes and signed an MOU and FDDI after following due process of selection of an Academic Partner for Collaboration. The said collaboration was entered into between FDDI and Mewar University with an objective to pool the respective strength, resources and expertise for the purpose of creating employability of the youth by imparting vocational training as and when required. The said MOU had a further purpose to develop human resource for the entire Footwear and

Fashion Industry in India. It is submitted that various academic programmes being conducted by Mewar University in collaboration with FDDI are in the nature of Training Intensive/Vocation based and skill development programmes which is in furtherance of the Policy of the Government of India not only in relation to vocational and skill development education but also in furtherance of the National Employability Enhancement Mission (NEEM). It is submitted that the courses under collaboration are employment oriented and produce employable youth which is the urgent requirement of our economy and is in consonance with the policy of Government of Rajasthan as well as Government of India. The collaboration has been done in order to pool the expertise of Mewar University and the respective collaborative institutes and produce employable youth through skill development by doing job oriented vocational courses.

7. It is submitted that both Mewar University and FDDI are empowered under their respective Act and MOA respectively to collaborate and associate with each other for Academic and Training Purposes under such collaborative arrangement. It is relevant to point out that FDDI and Mewar University have signed the MOU for collaboration for which they are duly empowered and the said arrangement action is not "off campus centre" in any manner whatsoever. Thus, the allegations made in the show cause notice is incorrect and not sustainable in view of the express provisions contained in the Mewar University Act.
8. Further, so far as the issue of grant of permission/approval by UGC/Rajasthan Govt. to MOU for collaboration by Mewar University is concerned, it is submitted that it has been the consistent policy of the UGC and the Government to provide academic autonomy so that the University and institutions function, innovate and improve the academic activities as permitted by the provisions contained in their respective MOA/Rules/Acts/Ordinances and Statutes. What is more important is to point out that until now, there is no "law" i.e. Rule, Regulation, Notification or even Guideline of UGC which either prohibits signing of such MOU between statutory university and an educational institution or requires UGC approval for

signing and execution of such MOU for collaboration. We wish to point out that UGC has not even notified any Rule, Regulation, Notification and Guideline etc., which presently requires any prior or post facto approval of UGC for signing of such MOU for collaboration within India. In the absence of any such restriction to sign and execute MOU between an educational institution and a university within country, the UGC letter Nos. F.9-15/2009 (CPP-I/PU) dated 15.05.2015 and 21.05.2015 referred to in the show cause notice suggesting “illegality” or “invalidity” of the MOU/Collaboration is completely incorrect and mis-conceived, moreover it is relevant to point out that University has informed UGC and State Govt., as soon as MOU for collaboration was signed. Copy of letter written is enclosed for ready reference as an **annexure-III**

9. It is submitted that all universities in the country contain a provision to collaborate with institutions/universities which is essential for their development as an academic institution and also to innovate and to do academic activity of highest distinction in both existing/conventional as well as emerging areas. Thus, the allegation regarding invalidity of collaboration entered into by Mewar University is incorrect and baseless.
10. It is further submitted that the nature of academic programmes being conducted are also not within the domain of the UGC as the programmes are training intensive/vocation based and skill development technical programmes. Thereafter, UGC cannot have any objection in this regard.
11. This is also pertinent to inform you that in the month of May itself, we have issued public notice that we have not opened any “off campus centre” or study centre. Copy of notice published in news-papers is enclosed as **annexure-IV** for your ready reference.
12. It is submitted that University has signed MOU with these institutions, a list of which has already been submitted and the same is available on record. However, for your kind perusal, the same is again enclosed as **annexure-V**. These are independent institutes having their own infrastructure, teaching faculties, facilities and staff. Mewar University has no involvement directly or indirectly with their infrastructure, faculties, facilities and staff and they cannot be considered as “off campus” of Mewar University by any stretch of imagination.
13. In April-May, 2015, the question on arrangement with FDDI and on validity of the degree awarded by Mewar University to FDDI students was raised on the ground that the students are not going for regular studies to Mewar University, then, how Mewar University can grant them degrees as regular students. Thereafter UGC wrote a letter to Mewar University as well as State Govt. Further, State Government also issued some letters to Mewar University and asked some information from us. We have given all the information from time to time which are available on record as referred above and clarified our position

that we have not opened “off campus centres”. We have entered into collaboration agreement wherein the students were taking education and we have approved their syllabus in our Academic Council. We are conducting their examinations, however, since these are practical training oriented courses most of the time students remain in the respective collaborative institutes. This arrangement was viewed adversely by UGC. The moment we came to know that UGC is not comfortable with the collaborative programmes, we stopped admission under the collaboration programme from session 2015-16 onwards which has been viewed by your good-self that we have accepted that we are running the off campus centres and we have stopped this on the direction of UGC, which is totally wrong and misconceived. We have taken the action bonafidely in order to run the university without being in conflict with policies of UGC and therefore, we have issued such notices. We have clarified that we have not opened any “off campus centre” and we are not running “off campus centres” at all

14. After 15<sup>th</sup> May to 28<sup>th</sup> June, 2015, we were continuously writing letters giving replies to UGC and Govt. of Rajasthan. We were requesting UGC to understand and appreciate our concept of collaboration which is new and innovative and in the interest of higher skilled education. We also requested UGC to constitute a committee to inspect university as well as our collaborative institutes so as to know the way we are preparing the professionals of today by way of providing the students vocational, technical & skill development education. A copy of the same was also filed to your good-self which is available on record.
15. Myself and Prof. Ramchandra have written an article showing complete detail of the concept emphasizing the requirement of this type of courses and also explained how Mewar University is doing this type of work. Copy of the same is enclosed as **annexure-VI**, for your kind perusal.
16. When there was no response from any side to give solution to students, we called a meeting of all collaborative partners and decided the following:

*“The Chairperson of Mewar University briefed all the industry specific collaborators about the steps taken by the MU so far after the news appeared in HT on May 13 and 20, 2015. The University has written several letters clarifying its stand to the Chairman UGC, Secretary UGC, Secretary MHRD and Dy. Secretary, UGC.*

*The University has submitted its compliance report to Dy. Secretary, UGC wherein it has been made clear that in all collaborative arrangements, the admissions for the session 2015-16 and onwards have been stopped. The Mewar University collaboration, however, will continue as training partner of Mewar University in order to offer employability skills.*

*MU and Collaborative Institutions have to give an amicable solution for the existing students admitted during 2012-13, 2013-14 and 2014-15 sessions (Annexure-I). After due deliberations and discussions, the following is agreed upon by all the collaborators.*

- (a) *All the students have to go to the Mewar University, Chittorgarh to complete their academic teaching. The students will move to the respective collaborative institute for completing their training/practical components/internships/projects/placements as per the requirement of the course.*
- (b) *The process of establishing a centre of excellence to the Mewar University has to be expedited.*
- (c) *All the activities related to examination and evaluation will be done at the Mewar University.*
- (d) *The University will issue the Degrees as per the UGC guidelines issued from time to time on successful completion of the course.”*

The minutes were sent to UGC, MHRD and your good-self which is available on record.

17. However, without prejudice to above rights and contentions and keeping in view the interest of students and further in order to find a solution at this stage, we submit as under:

- (a) The students of FDDI and other relating Institutes for session 2012-13, 2013-14 and 2014-15 are enrolled with Mewar University and they have taken admission as regular students, they have been issued proper enrollment number and identity card.
- (b) Recently we had a meeting with FDDI and other institutions who are with us under collaborative arrangement, wherein it was decided that all students registered for the session 2012-13, 2013-14 & 2014-15 will go to Mewar University for completing their academic teaching (theory) and will move for practical training, internship, project and placement as per requirement of the courses to respective collaborative institutions. The decision to this effect was informed to MHRD and UGC/State Govt. on 30<sup>th</sup> June, 2015, copy of which is attached herewith, as **annexure-VII**.
- (c) UGC recently on 14th October, 2015 issued a letter to us, a copy of which is enclosed as **annexure-VIII** wherein it is mentioned that “Regarding award of degree to the students studying in various campuses on FDDI and other institution, the university has been time and again informed that it can award degrees to only those students who are enrolled and studying in the main campus as regular students. The university cannot award degrees to the students enrolled and studying in regular mode in FDDI and other institutes. Copies of letters sent to the university in this regard are again enclosed for compliance.”

**“From the above mentioned observations of UGC, it is clear that if students are enrolled in the Mewar University and they go for regular academic teaching in the main campus, then their degree will be valid.”**

18. Your good-self will appreciate that Mewar University has been continuously acting bonafidely and keep the authorities concerned informed about all developments and doing whatever it can do best to protect the interest of the students and keep vocational, job oriented and skill based education alive. We felt very surprised and are at great pain to receive show cause notice u/s 44(I) for our bonafide action in the interest of students and country.
- 19 When UGC created doubts in respect of validity of the degrees among the students of FDDI, the students got agitated and went on strike, created lot of disturbances. Ultimately some students and their parents went to Hon'ble Delhi High Court and Hon'ble Supreme Court of India where all these questions were raised relating to validity of the degrees and validity of the collaborative agreement. First hearing in the Supreme Court is on 2<sup>nd</sup> Nov;2015. Hearing in Delhi High Court is going on and 2 orders have been sent to your good-self which is available on record. Thus, the issue pertaining to collaboration is pending before the Hon'ble High Court and Supreme Court. Copies of order passed so far are enclosed herewith as **annexure-IX**

In the facts and circumstances mentioned above, we request your good-self :-

- (i) That Mewar University has not violated any of the provisions of Mewar University Act 2009 as well as any ordinance regulation or notification of UGC. Therefore, notice issued under 44(I) may kindly be dropped and recalled,

OR

- (ii) To keep the proceedings under section 44(1) in abeyance till the matter is decided by Hon'ble High Court of Delhi and Hon'ble Supreme Court of India. However, in response to our interim reply, your good-self was of the opinion that not to wait till disposal of the cases by Hon'ble Courts. Therefore, we are filing this reply for your kind perusal,

AND

- (iii) If your good-self require any document or clarification or explanation, please inform us, we will be happy to provide all the informations as required by you. We also request your good-self to give personal hearing to us, so that we can clarify our position more specifically before taking any further decision on this matter.

