



MAHATMA GANDHI UNIVERSITY, KERALA

Abstract

New Unaided Law College, Indira Gandhi Law Academy managed by Indira Gandhi Memorial Trust, Kothamangalam - Change in the name of the College to Indira Gandhi Law College & Temporary Affiliation subject to the final Approval of the Bar Council of India (BCI) during the Academic Year 2024-'25 - Syndicate Decision - Orders issued.

ACADEMIC A 1 SECTION

No. 2151/AC A 1/2025/MGU

Priyadarsini Hills, Dated: 07.03.2025

- Read:-*
1. G.O.(Rt) No.900/2023/H.Edn, Dated - 16.06.2023
 2. U.O. No.7799/AC A1/2023/MGU, Dated - 20.07.2023
 3. U.O. No. 1050/AC A1/2024/MGU, Dated - 03.02.2024
 4. U.O. No.3407/AC A1/2024/MGU, Dated - 17.04.2024
 5. G.O.(Rt) No.468/2024/H.Edn, Dated - 18.04.2024
 6. Letter No.BCI:D:1370:2024(LE-Adverse Report), Dated - 29.08.2024
 7. Letter No.BCI:1984:2024(LE/Std. 28.09.2024), Dated - 08.10.2024
 8. G.O. (Rt)No.1380/2024/HEDN, Dated - 02.11.2024
 9. Requests received on 17.06.2023 and 10.10.2024 from the Secretary, Indira Gandhi Memorial Trust, Kothamangalam
 10. U.O. No. 11458/ACA1/2024/MGU, Dated - 17.12.2024
 11. Item No. 194/25.02/187154/AcA1-3/2021 of the Minutes of the Meeting of the Syndicate held on 21.02.2025

ORDER

The Indira Gandhi Memorial Trust, Kothamangalam was accorded sanction vide the Order read as Paper (2) above, to start a New Unaided Law College by the name, 'Indira Gandhi Law Academy, Nellikuzhy, Kothamangalam' for the Academic year 2023-24 upon obtaining NOC from the Government of Kerala and approval from the Bar Council of India. Later, sanction was accorded vide the Orders read as Paper (3) & (4) above, complying the Judgement of Hon'ble High Court of Kerala dated 12.12.2023 in WP(c).34303/2023 to start the New Unaided Law College named, ' Indira Gandhi Law Academy, Nellikuzhy, Kothamangalam ' with the Five Year Integrated B.Com LL.B(Hons), Five Year Integrated BBA LL.B(Hons) and Three Year Unitary LLB Programmes with an intake of one section of 60 students in each programme for the Academic Year 2024-'25 subject to the Approval from the Bar Council of India (BCI) and NOC from the Government of Kerala.

Accordingly, the Educational Agency of the College sought recognition from the Bar Council of India (BCI), but following the Inspection of the College an adverse report was furnished. The BCI vide the Letter read as Paper (6) above sought comments and explanation on the Adverse Reports of the College from the University. An Inspection Commission was constituted vide the

Order read as Paper (10) above to provide the explanation sought by the BCI on the Adverse Report. Meanwhile, the Indira Gandhi Memorial Trust, Kothamangalam submitted the Compliance Report on the Adverse Report to the BCI. Considering the Compliance Report , the BCI has granted an Interim approval of affiliation to Indira Gandhi Law Academy, Nellikuzhy, Kothamangalam, Ernakulam, Kerala for Five Year Integrated B.Com LL.B(Hons), Five Year Integrated BBA LL.B(Hons) and Three Year Unitary LLB Programmes with an intake of one section of 60 students in each programme for a period of One year i.e. for the Academic Year 2024-2025 subject to physical verification by the BCI and name change of the College vide letter read as Paper (7) above.

The Government of Kerala vide the Orders read as Paper (1) & (5) above, has accorded Administrative Sanction to Indira Gandhi Memorial Trust, Kothamangalam for starting a new Self Financing Law College, Indira Gandhi Law Academy, Nellikuzhy, Kothamangalam for the Academic Year 2024-2025. Later the Government of Kerala granted the "No Objection Certificate" vide the Order read as Paper (8) above, to Indira Gandhi Law College, Nellikuzhy, Kothamangalam for conducting Five Year Integrated B.Com LL.B(Hons), Five Year Integrated BBA LL.B(Hons) and Three Year Unitary LLB Programmes with an intake of one section of 60 students each for a period of One year for the Academic Year 2024-2025.

After conducting the Inspection by the Commission constituted vide the Order read as Paper (10) above, the following was recommended: " In a letter dated August 29, 2024, the Bar Council of India (BCI) had raised concerns about Indira Gandhi Law Academy such as insufficient class rooms, lack of separate common rooms for boys and girls, library resources and journals, Moot Court facilities and qualified faculty. In the inspection conducted in this regard, the above-mentioned shortcomings have been resolved. The College has now applied for a name change, consistent with the BCI recommendations. After considering the application and suggestion of the BCI, the name of the college may be changed to Indira Gandhi Law College."

Considering the Inspection Report submitted by the Inspection Commission , the request from the Secretary, Indira Gandhi Memorial Trust, Kothamangalam and all relevant matters in detail, the Syndicate at its meeting held on 21.02.2025 vide the Paper read as (11) above, has resolved to allow to change the name of the New Unaided Law College to Indira Gandhi Law College and granted temporary affiliation to Indira Gandhi Law College, Nellikuzhy managed by Indira Gandhi Memorial Trust, Kothamangalam for the Academic Year 2024-'25 subject to the Final Approval from the Bar Council of India. The College can admit Students provisionally during the Academic Year 2024-25 for the programmes detailed below:

Sl No.	College (Self Financing)	Name of the programmes (Self Financing)	Annual Intake
1.	Indira Gandhi Law College, Nellikuzhy, Kothamangalam	1. Five Year Integrated B.Com LL.B(Hons)	60 Seats
		2. Five Year Integrated BBA LL.B(Hons)	60 Seats
		3. Three Year Unitary LL.B	60 Seats

The provisional affiliation granted is subject to the following conditions:

1. The Provisional affiliation granted initially for a period of one Academic year only (2024-2025) subject to the Final Approval from the BCI.
2. The admission of the Students, commencement of classes, Teacher Student Ratio and payment of salary to Teachers for the said programmes in the College, shall be in accordance with the Rules and Regulations of the University, the Government of Kerala and the Bar Council of India (BCI) from time to time.
3. The institution shall observe the admission norms regarding the eligibility of candidates and norms of reservation framed by the Government, Commissioner of Entrance Examinations, University and Bar Council of India.
4. The Management shall prepare and present the students in accordance with the Laws of the University for the examination and as per the approved scheme and syllabus of the University in the subjects concerned.
5. The Educational Agency shall set apart 50% of the seats of the Courses for being filled up by the Government or such authority determined by the Government on the basis of merit and reservation principles followed by the Government and the remaining 50% filled by the Educational Agency on the basis of merit provided they satisfy the eligibility conditions prescribed by the University.
6. The details of various items of fees related to the programme are given below:
 - a) The Course Affiliation Fee is as decided by the University and Government from time to time
 - b) Students Insurance Premium - Rs.23/- per student per year
 - c) Students Welfare Fund - Rs.45/- per student per year
 - d) University Union Fees - Rs.65/- per student per year
 - e) Sports Affiliation Fee due to the University - Rs.255/- per student per year
 - f) Annual Administration Fee - Rs.1215/- per student per year. The Collection of Annual Administration Fee from the students under any circumstances is not permitted.
 - g) Student's Affiliation fee - Rs.1260/- collected on one time basis from all students shall be remitted to the University within 15 days after closing admission.
7. The rate of Tuition fee is as per Government orders issued from time to time.
8. The Educational Agency shall remit Rs. 4,86,205/- (Rupees Four Lakh Eighty Six Thousand Two Hundred and Five Only) to Mahatma Gandhi University Fund towards Initial Affiliation Fee for new college and also remit Rs.48,625/- (Rupees Forty Eight Thousand Six Hundred and Twenty Five Only) as Initial Course Affiliation Fees for each Programme (18% GST applicable for both).

9. The Educational Agency shall furnish a Financial Guarantee of 3,00,000/-(Rupees Three Lakh only) as provided in Mahatma Gandhi University Statutes,1997, by way of either of the following:

- Cash Deposits
- Fixed Deposit in the State Bank of India or in any one of the Nationalised banks, having Acquisition and transfer of undertaking. The Receipt being endorsed in the name of the Finance Officer, Mahatma Gandhi University,
- Government Securities
- Saving Certificates, National, Postal or Defence Bonds in favour of the Finance Officer.
- Mortgage of the title deed of immovable property other than the College sites, buildings/hostels where such mortgage is permitted under any law for the time being in force.

10. The Educational Agency shall furnish an Undertaking on a stamp paper with a face value of Rs.200/- to the effect that the institution will abide by the Rules, Regulations and Instructions issued by the University, Govt. of Kerala and Bar Council of India(BCI) regarding the admissions to the programmes, appointment of the Teaching and Non teaching staff in the College for conducting the course from time to time. The Manager of the College shall endorse the undertaking.

11. The Educational Agency will agree to collect only such fees as determined by the Government/University from time to time from the students admitted to the course.

12. The College shall submit the list of Students admitted and remit the fees due to University within 15 days after closing of admission.

13. There shall not be any financial commitment to the Govt/University.

14. The Educational Agency shall furnish the financial guarantee within one month from the date of sanctioning of affiliation.

15. Non-compliance with any of the above mentioned conditions will result in the withdrawal of the provisional affiliation granted to the college without any prior notice.

16. The Educational Agency shall maintain a website and publish the details regarding the establishment and governance of the Educational Agency, admission, fees, programmes, results, Teaching and Non teaching staff, grievance redressal mechanism for the Students and any other information as required by the Government and the University.

17. The Educational Agency shall run only programmes approved by the Government and the University.

18. The Educational Agency will agree to appoint and fix the service conditions of the Teachers and Non teaching staff in the College for the conducting of the programme as followed by the Government in conducting similar courses.

19. The Educational Agency will agree to institute an appropriate governance structure that would ensure transparency, efficiency and social accountability in the Educational Agency as determined by the Government from time to time.

20. The Educational Agency shall not combine the programmes for which the affiliation is granted by the University with any other add on programmes.

21. The Educational Agency shall agree to enable the University and its representative to check, verify and monitor the compliance of the conditions mentioned above at any time the University so decides.

22. The Educational Agency shall prepare and submit a Demand Collection Balance Statement for the year preceding the Academic year for which the affiliation is granted and remit all fees and revenue due to the University including the refund from the Government in terms of e-grants.

23. The Educational agency shall abide by the provisions of the THE KERALA SELF FINANCING COLLEGE TEACHING AND NON-TEACHING EMPLOYEES (APPOINTMENT AND CONDITIONS OF SERVICE) ACT, 2021 and shall take necessary steps for the institutional level implementation of the same.

24. The Educational Agencies shall abide by the conditions put forth by them in the affidavits submitted to the inspection commissions at the time of their respective inspections.

25. In the breach of any of the conditions mentioned above by the Educational Agency, University is authorised to adjudicate the quantum of compensation which the Educational Agency is liable to pay to the University, if any, and upon such adjudication, the Educational Agency shall pay to Government the amount so fixed, failing which the affiliation shall be withdrawn.

26. The Sanction granted shall be valid up to the end of the Academic year 2024-'25 and renewable on the request of the educational agency, Subject to the Approval from Bar Council of India & NOC from the Government of Kerala and satisfactory compliance of the conditions specified herein.

27. The affiliation granted would be temporary and there would be no claim for permanent affiliation.

28. There shall be no financial commitment to the University for the proposed unaided courses.

29. The Educational Agency shall seek NAAC accreditation for the institution at the earliest.

30. The Institution should invariably follow the regulations issued by the BCI for Law programmes from time to time.

Orders are issued accordingly.

SREEJITH R

ASSISTANT REGISTRAR I
(ACADEMIC)
For REGISTRAR

Copy To

1. The Principal Secretary to Govt, Higher Education (C) Department.
2. The Secretary, Bar Council of India(BCI)
3. The Secretary, Indira Gandhi Memorial Trust, Kothamangalam, Ernakulam
4. PS to VC
5. PA to Registrar/CE/FO
6. JR/DR/AR (Exam/Acad)
7. ACA1/ATR/PRO/ACC1/ACC2
8. IQAC/University Website
9. Stock File/File Copy/Records

Forwarded / By Order

Section Officer