

W.A(MD)No.1054 of 2026

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 29.07.2026

CORAM:

**THE HONOURABLE MR.JUSTICE C.V.KARTHIKEYAN
and
THE HONOURABLE MR.JUSTICE R.SAKTHIVEL**

**W.A(MD)No.1054 of 2026
and
CMP(MD)No.9557 of 2026**

A.Anusiya

... Appellant

VS.

1. University Grants Commission,
Rep. by its Chairman,
Bahadurshah Zafar Marg,
New Delhi 110 022.

2. The Vice Chancellor,
The Tamilnadu Dr.MGR Medical University,
69, Anna Salai, Little Mount,
Guindy,
Chennai 600 032.

3. The Registrar
The Tamilnadu Dr.MGR Medical University,
69, Anna Salai,
Little Mount,
Guindy,
Chennai 600 032.

4. The Dean,
Madurai Medical College,
Madurai 625 020.

... Respondents

PRAYER : Writ Appeal filed under Claus 15 of Letters Patent, against the order dated 24.11.2025 made in W.P(MD)No.33574 of 2025.

Page No.1/6



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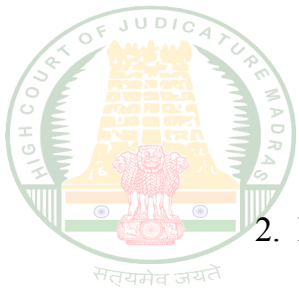
W.A(MD)No.1054 of 2026

For Appellant : M/s.B.N.Sinega
For R2 & R3 : Mr.M.P.Senthil
Counsel for State of Tamilnadu
For R4 : Mr.K.K.Udayakumar
Counsel for State of Tamilnadu

JUDGMENT

(Judgment of the Court was made by C.V.KARTHIKEYAN, J.)

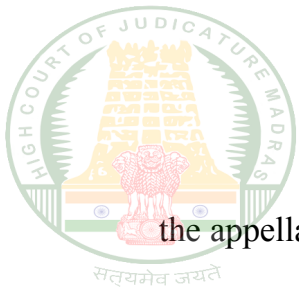
The Writ Appeal has been filed questioning the order dated 24.11.2025 passed by a learned Single Judge in W.P(MD)No.33574 of 2025, by which order, the Writ Petition filed by the appellant was dismissed. The Writ Petition had been filed in the nature of a Mandamus, seeking a direction to the respondents to take appropriate action against the 4th respondent / Dean, Madurai Medical College, Madurai, who had not returned back the original certificates, education certificates including the 10th Standard, 12th Standard Mark Sheets and the Transfer Certificates of the writ petitioner. The writ petitioner / appellant herein had enrolled herself in the 4th respondent college / Madurai Medical College in B.Sc.,(Operation Theatre and Anesthesia Technology). She had paid a sum of Rs.12,000 towards her first year tuition fees. Owing to financial constraints, she had to discontinue her course on 30.07.2025. She sought return of her certificates. That was denied by the 4th respondent. She sent representations to all the authorities. They were in vain. Therefore, she filed the writ petition. The writ petition came to be dismissed. She has now approached this court by filing the present writ appeal.



2. Learned counsel for the appellant contended that it is a fact that in the Prospectus, a declaration has to be signed that when the course is discontinued by a student, discontinuation fee of Rs.1,00,000/- will have to be paid. That is an issue between the appellant and the 4th respondent. But however, the 4th respondent can never hold or claim a lien over the educational certificates of the appellant. The certificates could be categorised as her personal property. They have no connection whatsoever with her declaration to pay the discontinuation fees. That is the separate issue. The 4th respondent can enforce such a declaration in the manner known to law, but can never withhold the said certificates as their property and as a lien. In this regard, it is relevant to extract below Section 171 of the Contract Act, 1872:

"171. General lien of bankers, factors, wharfingers, attorneys and policy-brokers.— Bankers, factors, wharfingers, attorneys of a High Court and policy-brokers may, in the absence of a contract to the contrary, retain as a security for a general balance of account, any goods bailed to them; but no other persons have a right to retain, as a security for such balance, goods bailed to them, unless there is an express contract to that effect."

3. It is thus seen that only the named professionals like, bankers, factors, wharfingers, attorneys and policy-brokers bankers can retain a security for any balance amount payable to them. It had been very specifically provided that no other person, including the 4th respondent in this case, has a right to retain the original certificates of the appellant as a security for the discontinuation fees unless there is an express contract. There is no agreement that the 4th respondent can withhold the certificates of



W.A(MD)No.1054 of 2026

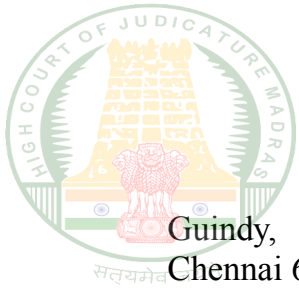
the appellant. We do not agree with the contention that the 4th respondent has a right to withhold the certificates. But however, the writ appeal is not allowed with respect to the relief sought namely, to take action against the 4th respondent. But, we would rather modify the relief and direct the 4th respondent to release all the original certificates of the appellant herein on or before 07.08.2026. The Writ Appeal stands disposed of. Needless to point out that the 4th respondent is at liberty to proceed for recovery of the said discontinuation fees amount in the manner known to law. No costs. Consequently, connected miscellaneous petition is closed.

[C.V.K., J.] & [R.S.V., J.]
29.07.2026

Index : Yes / No
Neutral Citation : Yes / No
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W.A(MD)No.1054 of 2026

29.07.2026

Page No.6/6