

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD**

WRIT PETITION NO. 2310 OF 2002

Amol s/o Pralhad Chaudhari,
Age : 23 years,
Occupation : Internship,
R/o Ganesh Colony, 35,
Jalgaon.

...PETITIONER

-VERSUS-

- 1 The State of Maharashtra.
- 2 The Executive Officer,
State of Maharashtra.
- 3 Chaitanya Ayurved College.
Through its Principal
Chaitanyavan Sakegaon,
Tq.Bhusawal, District Jalgaon.
- 4 The North Maharashtra University,
Jalgaon.
(Deleted as per order dated 11.02.2003).

...RESPONDENTS

...

Advocate for the Petitioner : Shri A.G.Talhar.
AGP for Respondents 1 and 2 : Smt.M.A.Deshpande.
Advocate for Respondent 3 : Shri H.F.Pawar and Shri V.P.Raje.

...

**CORAM: RAVINDRA V. GHUGE
AND
SUNIL K. KOTWAL, JJ.**

DATE :- 31st October, 2017

Oral Judgment :

1 By this petition, the Petitioner seeks to challenge the letter dated 09.04.2002 issued by Respondent Nos.1 and 2 and also seeks to challenge the letter dated 30.04.2002 issued by Respondent No.3 by which, the Petitioner has been directed to pay the enhanced fees made applicable to the third year BAMS course.

2 The substantive prayers put forth by the Petitioner in paragraphs 16-C, 16-D and 16-E read as under:-

- "(C) *By appropriate writ, order or direction the letter issued by the respondent herein dated 9th April 2002 be quashed and set aside, and consequently the letter issued by the respondent No.2 and 3 dated 30.04.2002 may kindly be quashed and set aside.*
- (D) *By appropriate writ order or direction this Hon'ble Court may please be declared that the action of the respondent herein in respect of imposing additional fees on the student of IInd and IIIrd year be declared illegal.*
- (E) *That, the respondent No.2 and 3 be directed to refund the additional fees of Rs.29,000/- to the petitioner herein with 13.5% rate of interest."*

3 We have considered the submissions of the learned Advocates for the respective sides.

4 The Petitioner was a student of BAMS course, which is for a duration of four and half years comprising of nine semesters. The Petitioner was required to pay annual fees of Rs.53,600/- for the first year and a like amount for the second year. On 05.01.2001, the State of

Maharashtra introduced the Government Resolution with reference to Respondent No.3/ Ayurved College. It appears from the Government Resolution that the fee structuring for the Ayurved Course is to be revised every three years by the State. As such, the fee structuring was revised and made applicable from the academic year 2000-2001 onwards.

5 The grievance of the Petitioner is that he had acquired admission to the BAMS course in 1997. He had failed in two subjects in the annual examination in April, 2001. He appeared for the said two subjects and completed his third year of BAMS in November, 2001. The contention is that since he had already taken admission in 1997 and merely because he had failed in a few subjects due to which he had to keep terms and appear for the said subjects in the examination held in April, 2002, the Government Resolution dated 05.01.2001 should not be made applicable retrospectively.

6 The learned AGP and Shri Pawar, learned Advocate appearing on behalf of the Institution, submit that it is for the Government to revise the fees which is permissible. Prior to the Government Resolution at issue, the fee structuring was revised for a similar period of three years. Though the Government Resolution has been issued on 05.01.2001 and is made applicable from the academic year 2000-2001 for a further period of three years, it was in routine course that the Committee constituted for revising the fee structuring, has made the said revision effective from the

academic year 2000-2001 as the earlier fee structure was upto the academic year 1999-2000.

7 In view of the submissions of the learned Advocate for the Petitioner, we called upon him to state as to whether, his fees structure was specifically fixed for the three years course, which spans over four and half calender years and as to whether, the Petitioner was informed about a specific quantum of fees that he was supposed to pay for each of the academic years. The learned Advocate submits, on instructions, that there was no such contract between the Petitioner and the Education Institution by which a specific fee structure was settled for the three academic years.

8 We, therefore, find that the Petitioner was not assured of a specific fee structure that would be made applicable for each of the academic years, so to say that he was not assured of a particular quantum of fees for the period that he would spend in the BAMS course in the said college. We do not find from any document placed before us that the Petitioner was assured of a particular quantum of fees to be charged so as to preclude the Respondent No.3 Institution or the State from revising the fees structure.

9 Even otherwise, the contention of the Petitioner that he was repeating the course since he had failed in one academic year and therefore, he cannot be charged the revised fees, cannot be considered. The Petitioner was aware that for each admission and in a particular

academic curriculum, he was required to pay the annual fees as per the fee structure applicable. He, therefore, cannot take a stand that since he has failed in a particular academic year, he should be charged as per the old fee structure applicable earlier to the academic year in which he had failed.

10 It is further informed that the Petitioner has already passed out and is now a practicing Doctor for the last about 15 years. The revised fees that were made applicable, have already been paid by the Petitioner in 2001 itself.

11 None of the learned Advocates have placed before us any specific Government Resolution or cited a provision of law that would preclude the State from revising the fee structure, inasmuch as, no judicial pronouncement has been brought to our notice by which the Court has taken a different view than the one which we are taking in this petition.

12 Considering the above, we do not find that the impugned action could be termed as being violative of the rights of the Petitioner.

13 This Writ Petition being devoid of merit is, therefore, dismissed. Rule is discharged.