

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

**CIVIL APPLICATION NO.914 OF 2018
IN
WRIT PETITION NO.9444 OF 2017**

**Zeal Education Societies,
Dnyanganga English Medium School
Hingne Khurd,
Pune 411 051.**

Through its Secretary

Shri. Jayesh Sambhaji Katkar

..Applicant

Versus

Pravin Ashok Vaidya and others

..Respondents

**Mr. A. V. Anturkar, Senior Advocate i/by Mr. Tanaji Mhatugade,
Advocate for the Applicant.**

Ms. Nivedita V. Darekar, Advocate for Respondent No.3.

Mr. S. B. Kalel, AGP for Respondent Nos.8 and 9.

CORAM : B. R. GAVAI &

SMT. BHARATI H. DANGRE, JJ.

DATE : 23rd APRIL, 2018

PC.

1] The Applicant has approached this Court praying for the following reliefs :-

“A) That this Honourable Court may be pleased to direct the Respondent no.1 to 7 to make the payment to the Applicant herein the amount of the fee at the rate of Rs.30,000/- as increased by the management, from the year 2014-2015, subject to the final outcome, of this Writ Petition.

B) Alternatively the Honourable Court be pleased to allow the Applicant to take the action against the students in

accordance with law for non payment of the fee, which is payable by them, as per the discipline of the school.”

2] Being aggrieved by the order passed by the Respondent No.8 committee, the Applicant has approached this Court in the substantive Petition. It was the contention of the Applicant that the fees were increased on 22nd January 2015. It was the case of the Applicant that though act came into effect on 22nd January 2015, the rules came into effect on April 2015. As such, fees which were determined during the intervening period would not be covered under the provisions of the said act and the rules.

3] Finding force in the submission of the Applicant, this Court on 11th October 2017, in view of the judgment of the Division Bench of this Court in Writ Petition No.7594 of 2017 with companion Writ Petition (L) No.471 of 2017, dated 8th July 2017, granted ad-interim relief in terms of prayer clause (B). The effect of the said relief was staying effect and operation of the order passed by the Respondent No.8, thereby holding the increase in fees was not illegal. Vide order dated 8th November 2017, this Court while issuing Rule, confirmed the ad-interim relief granted earlier.

4] It could thus be seen that the effect of the order passed by

this Court was to stay the order passed by the Respondent No.8 thereby holding hike in fees to be illegal. As a consequence thereby the Applicant was entitled to charge the fees which were found not to be legal by the Respondent No.8.

5] It is the contention of the Applicant that the Applicant has not increased a single rupee after the said rules have come into effect.

6] It is the contention of the Applicant that though the Applicant has not increased the fees, 457 parents in the academic year 2017-2018 have refused to pay the fees. In the earlier year 2015-2016, the number of parents who did not pay the fees were 6. In the year 2016-2017, it was 20.

7] We find that the prayer clause (A) as prayed by the Applicant would be beyond our jurisdiction. We cannot compel any parent to pay the fees as fixed by the Applicant. However, if the parents refused to pay the fees as determined by the Applicant, which at the relevant time did not come under the purview of the act, the managements cannot be expected to run the school without there being the requisite funds. We are of the considered view that if the parents refuse to pay fees as determined by the school, the Applicant would always be at liberty to

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cancel the admission of the students, whose parents refuse to pay the fees. With these observations, the Civil Application stands disposed of.

[SMT. BHARATI H. DANGRE, J.]

[B. R. GAVAI, J.]