

IN THE HIGH COURT OF JUDICATURE AT MADRAS
Dated : 27.08.2019

CORAM:

THE HON'BLE MR.JUSTICE S.MANIKUMAR
AND
THE HON'BLE MR.JUSTICE SUBRAMONIUM PRASAD

W.P.No.20515 of 2019
and WMP.No.19784 of 2019

P.V.K.Deivendran

.. Petitioner

Vs.

- 1.The Government of India,
Rep. by its Secretary to Government,
Department of School Education & Literacy,
Ministry of Human Resource Development,
124-C, Shastri Bhawan, New Delhi.
 2. The State of Tamil Nadu,
Rep. by its Secretary to Government,
School Education Department,
Fort St.George, Secretariat,
Chennai - 600 009.
 3. Cambridge Assessment International Education,
1 Hills Road, Cambridge, CB1 2EU,
United Kingdom.
 4. The Regional Director,
Cambridge Assessment International Education (CAIE),
The Executive Centre, 7th floor, capital,
Bandrakurla complex, Bandra East,
Mumbai - 500 051.
 5. The Manager, South India,
Cambridge Assessment International Education,
No.28/70, Ground floor, Spur Tank road,
Chetpet, Chennai - 600031.
- .. Respondents

PRAYER: Writ petition filed under Article 226 of the Constitution of India, for a Writ of Mandamus, directing the first and second respondent to regulate, supervise the educational system and monitor the administration of various centres, registered in the name of Cambridge International Schools with the respondents 3 to 5 in India.

For Petitioner : Mr.V.Ayyadurai, Sr.Counsel
For Mr.D.Selvam

O R D E R

Mr.P.V.K.Deivendran, a practicing advocate has filed this instant writ petition for a writ of Mandamus, directing the Government of India, Department of School Education & Literacy, and the State of Tamil Nadu, School Education Department, to regulate, supervise the educational system and monitor the administration of various centres, registered in the name of Cambridge International Schools with the respondents 3 to 5 in India.

2. The petitioner states that Cambridge Assessment International Education, located in United Kingdom, has in association with the Regional Director, Cambridge Assessment International Education, at Bandrakurla complex, Bandra East, Mumbai, has entered into contracts with 488 schools across the State, for imparting education. The petitioner states that the 3rd respondent has issued a bulletin regarding fee list. The introduction reads as under:-

"Cambridge Assessment International Education prepares school students for life, helping them develop an informed curiosity and a lasting passion for learning. We are part of the University of Cambridge. Our Cambridge Pathway gives students a clear path for educational success from age 5 to 19. Schools can shape the curriculum around how they want students to learn - with a wide range of subjects and flexible ways to offer them. It helps students discover new abilities and a wider world, and gives them the skill they need for life, so they can achieve at school, university and work."

3. The cambridge schools are imparting cambridge curriculum. The curriculum is divided in four stages, 1) Cambridge primary for children below 5 to 11 years 2) Cambridge lower secondary for children below 11 to 14 years, 3) Cambridge upper secondary for children below 14 to 17 years and 4) Cambridge advanced for students from 16 to 18 years. In Cambridge primary, English (1st and 2nd language), Mathematics, Science, ICT and Cambridge Global Perspectives is taught. In Cambridge lower secondary, English (1st and 2nd language), Mathematics, Science, ICT and Cambridge Global Perspectives is taught. In Cambridge upper secondary, a wide choice of subjects at Cambridge ICSW (70+subjects), Cambridge O level (40+subjects) and Cambridge ICT certificate is issued. In Cambridge advanced, a wide choice of subjects at Cambridge international AS & A level (55+ subjects),

Cambridge Pre-U (20+subjects) and Cambridge AICE Diploma.

4. The petitioner states that exorbitant fees are charged for all the courses. It is further states that the certificate obtained from these Schools are not recognized either with Union of India or with the respective Boards. The petitioner therefore, prays that these institutions are completely irregular having no recognition and therefore, the Union of India and State of Tamil Nadu have to regulate and supervise the educational system and maintain the administration of various centres.

5. Heard the counsel for the petitioner.

6. The material on record as filed by the petitioner would show that the petitioner has written a letter dated 10.03.2019, to the 3rd respondent, seeking information and the 3rd respondent replied by letter dated 02.04.2019, which reads as under:-

"1) Does Cambridge Assessment International Examinations (CAIE) operate in India directly from UK or through your Corporate offices in India and its representatives?

Cambridge International operates in India from the UK, in that our contractual relationship with centres is conducted through a UK based entity, under UK law. Cambridge International has no contractual relationship with centres through any Indian entities.

2) Which Indian law is followed to granting CAIE affiliation to schools in India?

Our contract states that centres must obtain and keep in place the relevant licenses and permissions necessary in the country and region in which they are located in order to perform its obligations under the terms of our contract. It also states that centres must comply with all laws, statutes, and regulations of i governmental nature applicable in the country and region in which their school is located relating to the operation of the centre and the administration of assessments.

3) Which is the Indian legal body of the Indian Government which controls the activities of CAIE in India? Is there agreement/ MOA/MOU between CAIE and Government of India?

Cambridge International operate through a UK entity, which has a wholly owned Indian subsidiary (Cambridge Assessment India Private Limited). The Indian entity

is registered under the Indian Companies Act 2013 and complies with all rules and regulatory processes required of it. Neither Cambridge International nor Cambridge Assessment India Private Limited have an agreement, MOA or MOU with the government of India nor is it regulated by the government of India.

4) Under which Indian law does CAIE grant affiliation to schools, unilaterally withdraw the affiliation / accreditation, enrol and withdraw the students?

As stated above, our contractual relationship with centres is conducted under UK law. Affiliation relates to the contractual relationship between Cambridge International and the centre and terminates with the termination of the contract. Either or both parties may terminate the agreement under the provisions of the terms of the contract. Cambridge International does not have a relationship directly with students.

5) Under which Indian law does CAIE collect sum of Rs1000000 (Rupees Ten Lakhs only) for initial affiliation / authorisation process of a school and then subsequently collect Rs.500000 (Rupees five Lakhs only) every year for renewal.

Under the provision of the terms of our contract, centres are required to pay a registration fee and an annual programme renewal fee, on a non-refundable basis, as detailed in our Fees List. Centres in India are charged in sterling (£).

6) Which Indian law is followed to conduct the exam for 8th, 10th and 12th grade students by collecting the sum of Rs 10,000 (Rupees ten thousands only) per subject? It costs around Rs 1,00,000 (Rs one lakh only) per student per annum to write 10 subject exams which is huge burden to our Indian students and their families.

Under the provision of the terms of our contract, we charge centres for exam entries in line with our Fees List. The fees charged to the student, if any, are entirely at the discretion of the centre.

7) Under which law does CAIE take unilateral decisions to withdraw the affiliations granted to schools in India? How many of such affiliated schools have been withdrawn unilaterally by CAIE so far? What measures have been taken towards the affected schools

and students in India whose affiliation had been unilaterally withdrawn by CAIE?

As per points 1, 2 and 4, any decision by Cambridge International to terminate our agreement with a centre is done in accordance with the terms of our contract with centres, which is subject to UK law.

We have terminated our agreement with forty one (41) centres in India between 2014 and 2018.

We take the impact of centre termination very seriously and will take reasonable steps to mitigate the impact on students. This is dealt with and considered on a case by case basis, but may include assisting the school to find another centre who will make their entries for students or allowing entries to be made for those who have already started their courses.

8) Which authorised Indian government body is approving the study material provided or recommended by CAIE to its affiliated schools in India

As mentioned in point 2, under the terms of our contract centres must comply with all laws, statutes, and regulations of a governmental nature applicable in the country and region in which their centre is located relating to the operation of the school and the administration of assessments. Our endorsed or recommended textbooks or resources are not authorised by any Indian government body. If a centre believes that they need such a authorisation to use our endorsed or recommended textbooks or resources they should contact their local education authority. The Association of Indian Universities has provided equivalence to international qualifications, including Cambridge IGCSEs and AS & A Levels.

9) Are the schools in India affiliated by CAIE providing free education to students under the Right To Education Act?

Answered under point 2."

7. There is no misrepresentation on the part of the respondent Nos.3 to 5, that the education imparted by them is recognized in India. The respondent Nos. 3 to 5 are imparting education and are giving certificates without luring the public at large by giving any misinformation regarding recognition of the course in India. The 3rd respondent is an United Kingdom entity and has a wholly owned subsidiary which is the 4th

respondent. 4th respondent is a company registered under the Companies Act.

8. The 4th respondent has entered into the contractual relationship with centres under United Kingdom law, and imparting Cambridge education. It is for the people large to opt for the education provided by these schools or not, to opt for the Cambridge system of education. In the absence of any false representation, it cannot be said that the respondent Nos.3 to 5 are carrying on any activity which is prohibited by law. There is nothing in the writ petition and no document has been filed to show that the students have been misguided by the respondent Nos.3 to 5.

9. In view of the above, the writ as prayed for cannot be granted. Writ petition is dismissed. No Costs. Consequently, the connected miscellaneous petition is closed.

Sd/-

Assistant Registrar(CS III)

//True Copy//

Sub Assistant Registrar

Pkn.

To

1.The Secretary to Government,
Government of India,
Department of School Education & Literacy,
Ministry of Human Resource Development,
124-C, Shastri Bhawan, New Delhi.

2. The Secretary to Government,
State of Tamil Nadu,
School Education Department,
Fort St.George, Secretariat,
Chennai - 600 009.

+1cc to Mr.D.Selvam, Advocate sr.72950

W.P.No.20515 of 2019
and WMP.No.19784 of 2019

ad(co)
nr 03/10/2019