

has been allowed vide the impugned judgment.

3. The case of the appellants was that respondent No.1 had taken admission in a five year course commencing from August, 2012. Since she had withdrawn from the course mid- way, leaving the seat vacant and the seat, in fact, remained vacant, she was not entitled to refund. Reliance was placed on the guidelines of the UGC contained in Public Notice dated 23.04.2007 as per which fee could be refunded to students who vacate before joining the course. If seat is vacated after joining the course, refund of fee will be permissible only if the vacated seat is filled up.

4. The Ld. Single Judge, noticed the fact that the appellant had charged advance fee in April, 2015 for the session which was to commence in August, 2015, which was in violation of the Public Notice dated 23.04.2007 issued by the UGC. Reliance was also placed on the judgment of the Hon'ble Supreme Court in **Islamic Academy of Education and another vs. State of Karnataka and others, AIR 2003 SC 3724** as per which an educational institution could only charge prescribed fee for one semester/year. It was held that if it was felt that a particular student may leave mid-stream then the student may be required to give a bond/bank guarantee that the whole fee of the course would be received by the Institute if the student left mid-stream. Reliance was also placed on another judgment in **Akhil Bhardwaj vs. The Secretary of Human Resources Development, New Delhi and others, 2013(1) PLR 118**, wherein, refund of fee was directed.

5. The Ld. Single Judge further adverted to the Information Brochure (Annexure P-6) of the appellants, wherein there was a reference to a Fee Refund Policy, which was as under:-

“FEE REFUND POLICY”

Before the start of session; Deduction of Rs.3500/-* (Processing and

Counselling fee)

*After start of session: Deduction on pro-rata monthly fee ** basis along with non refundable Counselling fee of Rs.2500/-*

**Please note that for the purpose of refund, the date of receipt of application in the admission office will be considered as the date of surrender of the seat.*

*** Monthly fee is equivalent to 1/6th of the total fee per semester.”*

The existence of the policy had not been controverted by the appellants. . It was held that respondent No.1 would be entitled to rely on this policy to claim refund. It was also noticed that no bond had been got executed from respondent No.1 that she was bound to pay for the whole course. Accordingly, the writ petition was allowed.

6. There is no illegality or infirmity in the impugned judgment which is based on earlier judicial precedents and the Fee Refund Policy.
7. The appeal is accordingly dismissed.

(RAJIV SHARMA)
JUDGE

(HARINDER SINGH SIDHU)
JUDGE

October 31, 2019
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Whether Speaking / Reasoned	Yes
Whether Reportable	Yes / No