

IN THE HIGH COURT OF JUDICATURE AT MADRAS

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|-------------------------|---------------------------|
| RESERVED ON: 24.02.2020 | PRONOUNCED ON: 01.06.2020 |
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CORAM

THE HONOURABLE MR. JUSTICE P.D. AUDIKESAVALU

W.P. Nos.30144, 30145, 30149 to 30151, 30153, 30156, 30158,  
30160, 30162, 30163 and 30166 of 2019

Dr. C. Dharshan ... Petitioner in W.P. No. 30144 of 2019  
Dr. Tejaswini Dande ... Petitioner in W.P. No. 30145 of 2019  
Dr. Chandrashekar Patil ... Petitioner in W.P. No. 30149 of 2019  
Dr. Luvkush Prasad Tiwari ... Petitioner in W.P. No. 30150 of 2019  
Dr. Anuja R ... Petitioner in W.P. No. 30151 of 2019  
Dr. Avinash S. Alashetty ... Petitioner in W.P. No. 30153 of 2019  
Dr. Biju K. Alexander ... Petitioner in W.P. No. 30156 of 2019  
Dr. N. Sandeep ... Petitioner in W.P. No. 30158 of 2019  
Dr. K. Sathyasagar ... Petitioner in W.P. No. 30160 of 2019  
Dr. Tushar V.P. ... Petitioner in W.P. No. 30162 of 2019  
Dr. Sreedevi S. ... Petitioner in W.P. No. 30163 of 2019  
Dr. Arounkumar ... Petitioner in W.P. No. 30166 of 2019

-vs-

1. State of Tamil Nadu,  
Represented by its Secretary,  
Health Department,  
Fort St. George,  
Chennai - 600 009.
2. The Selection Committee,  
Directorate of Medical Education,  
Kilpauk, Chennai - 600 010.
3. The Dean,  
Madras Medical College,  
Chennai - 600 003.

... Respondents

Prayers in W.P. (MD) Nos. 30144, 30145, 30149 to 30151, 30153, 30156, 30158, 30160, 30162, and 30163 of 2019: Writ Petitions filed under Article 226 of the Constitution of India praying to issue a Writ of Mandamus, directing the respondents to return the following documents 1 to 6 along with DM Provision Degree Certificate and DM Mark Sheet without insisting the petitioners to pay any amount or to comply with the alleged bond condition.

Prayer in W.P. No. 30166 of 2019: Writ Petition filed under Article 226 of the Constitution of India praying to issue a Writ of Mandamus, directing the respondents to return the following documents 1 to 6 along with M.Ch. Provision Degree Certificate and M.Ch. Mark Sheet without insisting the petitioners to pay any amount or to comply with the alleged bond condition.

For Petitioner in all the: Mr. G.T. Subramanian  
cases

For Respondents 1 to 3 : Mrs. Narmadha Sampath  
Additional Advocate General  
assisted by Mr. V. Kathirvelu,  
Special Government Pleader

COMMON ORDER

Heard Mr. G.T. Subramanian, Learned Counsel for the Petitioners and Mrs. Narmadha Sampath, Learned Additional Advocate General appearing for the Respondents and perused the materials placed on record, apart from the pleadings of the parties.

2. The Petitioners in these Writ Petitions are medical practitioners, who had applied in July 2016 for Higher Speciality Courses i.e., Doctor of Medicine and Master of Surgery conducted by the Directorate of Medical Examination, Government of Tamil Nadu for which they were selected in August 2016 and had completed the same in July 2019. The specific particulars of the respective Petitioners are furnished below:-

| Sl. No. | W.P. No.               | Name of the Petitioner    | Subject                       |
|---------|------------------------|---------------------------|-------------------------------|
| 1.      | W.P. No. 30144 of 2019 | Dr. C. Dharshan           | D.M. Medical Gastroenterology |
| 2.      | W.P. No. 30145 of 2019 | Dr. Tejaswini Dande       | D.M. Medical Gastroenterology |
| 3.      | W.P. No. 30147 of 2019 | Dr. Chandrashekar         | D.M. Medical Gastroenterology |
| 4.      | W.P. No. 30150 of 2019 | Dr. Luvkush Prasad Tiwari | D.M. Medical Gastroenterology |
| 5.      | W.P. No. 30151 of 2019 | Dr. Anuja R               | D.M. Rhematology              |
| 6.      | W.P. No. 30153 of 2019 | Dr. Avinash S. Alashetty  | D.M. Neurology                |
| 7.      | W.P. No. 30156 of 2019 | Dr. Biju K. Alexander     | D.M. Neurology                |
| 8.      | W.P. No. 30158 of 2019 | Dr. N. Sandeep            | M.Ch. Plastic Surgery         |
| 9.      | W.P. No. 30160 of 2019 | Dr. K. Sathyasagar        | D.M. Nephrology               |
| 10.     | W.P. No. 30162 of 2019 | Dr. Tushar V.P.           | D.M. Neurology                |
| 11.     | W.P. No. 30163 of 2019 | Dr. Sreedevi S.           | D.M. Rhematology              |
| 12.     | W.P. No. 30166 of 2019 | Dr. Arounkumar            | M.Ch. Plastic Surgery         |

At the time of their admission for the course of study, the Petitioners had submitted the documents relating to their eligibility, such as Standard X Mark Sheet, M.B.B.S. Degree Certificate, Registration Certificates for M.B.B.S. and M.D., M.D. Mark Sheet and Degree Certificate and C.R.R.I. Completion Certificate etc.,

3. According to the Petitioners, after they have completed the speciality course, they have requested the Third Respondent to

return their aforesaid certificates and had made separate representations dated 25.09.2019 to return the same along with their Higher Speciality Course Certificate, but they were declined to be received and the Petitioners have been orally informed that either they have to serve ten years with the Respondents as per the bond conditions or pay compensation of Rs.40,00,000/- in lieu thereof. It is contended by the Petitioners that the execution of the bond ought to have taken place at the time of joining the course in August 2016, but as the Respondents did not demand for execution of such bond then, it would tantamount to deemed waiver of those conditions, and in the absence of executing such bond, the Respondents cannot compel the Petitioners to comply with those bond conditions. It is further claimed that the Respondents have no right to retain the certificates of the Petitioners and insist to pay the compensation amount in the bond, which has not been executed. It is the grouse of the Petitioners that their livelihood has been affected as the certificates, which are essential for them, have not been returned to carry on their medical profession. In that backdrop, the Petitioners have filed these Writ Petitions for a direction to the Respondents to return their certificates along with the D.M./M.Ch. Provisional degree and D.M./M.Ch. Mark sheet without insisting them to pay any amount or to comply with the bond conditions.

4. It has been explained in the counter-affidavit filed on behalf of the Respondents that as per the conditions of the prospectus, the Petitioners ought to have executed the bond to serve for ten years or pay compensation of Rs.40,00,000/- in lieu thereof, but they had not submitted the same with malafide intention of cheating the Government. It is further stated that there was no question of waiving the bond condition inasmuch as it is applicable to all the candidates who have undergone that course of study agreeing to abide by the said terms which had been expressly mentioned in the prospectus, and as such, the non-execution of the bond would not absolve the Petitioners of that obligation which they have to comply.

5. Having regard to the rival submissions made, the question that arises for determination in these Writ Petitions is whether the Respondents are justified in not returning the certificates of the Petitioners and issuing the D.M./M.Ch. Course Certificates, when the Petitioners have not executed the bond as required in the prospectus to serve for ten years or pay compensation of Rs.40,00,000/- in lieu thereof.

6. The Hon'ble Supreme Court of India in Association of Medical Super Speciality Aspirants and Residents vs. Union of India [(2019) 8 SCC 607], cited by the Respondents, has held that the requirement by various States in the Country that the candidates

admitted to Post Graduate Speciality Courses in Medicine that they would have to execute compulsory bond to serve the Government for a specified period after the completion of the course of study or pay the amount fixed as compensation in lieu thereof, is legally valid and does not offend Articles 14, 19(1) (g), 21 and 23 of the Constitution, and Section 14 of the Specific Relief Act, 1963, and Section 27 of the Indian Contract Act, 1872, apart from falling within the competence of the State Governments. It also assumes significance that the relief claimed therein for release of original documents of the candidates on completion of their courses of study had not been granted. What is however sought to be canvassed by the Petitioners in these cases is that since they have not executed such bond, they cannot be compelled to work for the stipulated period or pay any amount as compensation in lieu of the same, as pre-condition for the release of their original documents on completion of their course of study.

7. It must be recapitulated here that the aforesaid requirement to execute compulsory bond has been specifically mentioned in the prospectus for the admission of the course of study. The relevant portion from the prospectus for 2016 - 2017 session for admission to Three Years Higher Speciality Courses in Government Medical Colleges in Tamil Nadu issued as per the Government Orders reads as follow:

XI. STIPEND AND SECURITY BOND:

55. All candidates selected will be paid stipend/salary as per the Government Orders in force.

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56. (a) All the selected service candidates at the time of joining should execute a bond as shown in the Annexure VI for a sum of Rs.40,00,000/- (Rupees Forty Lakhs Only) to the Government that they would serve the Government till the date of superannuation with three sureties. One surety should be from the Tamil Nadu Medical Service in the same rank as that of the candidate or Medical Officers of Higher rank with leftover service of 5 years. Two sureties should be the spouse/parent of the candidate. PAN numbers of the sureties should be furnished.

The prescribed form will be available in the colleges at the time of admission. The bond will become infructuous if the service candidates serves the Government of Tamil Nadu after the completion of the Course until superannuation.

(b) All service candidates of Tamil Nadu who have less than 5 years of service after passing Higher Speciality Degree course have to serve the Government for a period of 5 years from the date of Passing the examination irrespective of the date of superannuation, if the Government required their services. They will be paid salary till superannuation. After superannuation salary will be given as per the Government Order in force. They have to furnish an undertaking to this effect at the time of joining the course.

57. All recipients of stipend should execute the surety bond available in the Office of the Dean at the time of admission.

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58. (a) All the selected Non Service candidates at the time of joining should execute a bond as shown in the Annexure VI for a sum of Rs.40,00,000/- (Rupees Forty Lakhs only) for Higher Speciality Courses 2016 - 2017 session undertaking that they shall serve the Government of Tamil Nadu for a period of not less than 10 years, if their services are required by the Government of Tamil Nadu. During the above period they will be paid a salary on par with the fresh recruits of the Government of Tamil Nadu Medical Services and the Government of Tamil Nadu will requisition their services, if required, within a period of 2 years from the date of completion of their Higher Speciality Course. The bond should be executed by the candidate with three sureties who are Income Tax Assesseees. Two of the sureties should be the spouse/parent of the candidate with proof of address, photocopy and details of immovable properties. The Pan Number of the sureties also should be furnished. The bond will become infructuous if the candidates serves the State Government of Tamil Nadu if required for a minimum period of 10 years.

(b) All the selected Non service candidates who have not completed the mandatory 2 year bond period after that PG course (MD/MS) done in Tamil Nadu Government Medical Colleges under the state quota will have to give an undertaking that they will complete the remaining period of the 2 years bond period or 2 years bond period as the case may be which has already been executed by them at the time of joining their PG course.

Non service candidates will be paid stipend till the age of 58 years only.

59. The bonds are governed by clause (c) under exemption under Article 57 of Schedule 1 of the Indian Stamp Act, 1879 (Central Act II of 1879). Hence the bonds executed need not be stamped.

8. It is settled legal position that the rules and norms in the prospectus for admission to courses in educational institutions are binding and have to be strictly enforced and no modification or leniency could be permitted as held by the Hon'ble Supreme Court of India in Punjab Engineering College, Chandigarh -vs- Sanjay Gulati (AIR 1983 SC 580) and followed by the Division Bench of this Court in Dr. A. Rathinaswamy -vs- Director of Medical Education (1986 WLR 207). This would mean that it was the obligation of the Petitioners, who had been been selected for the course, to have executed the bond in the prescribed form on their own accord at the time of admission. Such failure of the Petitioners to execute the compulsory bond in flagrant transgression of the conditions of the prospectus,

which is sacrosanct, exposes their disgraceful conduct unbecoming of members of a noble profession, which cannot be countenanced.

9. The fortuitous circumstances that the concerned authorities had not been diligent enough to punctiliously obtain the compulsory bonds executed by the Petitioners cannot, by any stretch of imagination, amount to any relinquishment or abandoned of that requirement so as to be treated as 'waiver' as now sought to be portrayed by the Petitioners in this case. In *Povash Chandra Dalui vs. Biswanath Banerjee* [1989 Supp (1) Supp (1) SCC 487], the Hon'ble Supreme Court has explained as to what constitutes 'waiver' as follows:-

"24. The essential element of waiver is that there must be a voluntary and intentional relinquishment of a known right or such conduct as warrants the interference of the relinquishment of such right. It means the forsaking the assertion of a right to the proper opportunity. .... Waiver is distinct from estoppel in that in waiver the essential element is actual intent to abandon or surrender right, while in estoppel such intent is immaterial. The necessary condition is the detriment of the other party by the conduct of the one estopped. An estoppel may result though the party estopped did not intend to lose any existing right. Thus voluntary choice is the essence of waiver for which there must have existed any opportunity for a choice between the relinquishment and the conferment of the right in question. .... "

Inasmuch as there had not been any occasion for the Respondents to voluntarily exempt the Petitioners from the requirement to execute the compulsory bonds, particularly when the other similarly placed candidates who had joined the same course had complied with the same, there is no semblance of even any possibility to believe, much less to accept, the self-serving contention of the Petitioners that the Respondents had waived that requirement.

10. At this juncture, it cannot be lost sight of the fact that there is neither any fundamental right in a citizen to pursue post-graduate medical education at the expense of the State nor any corresponding obligation on the State to provide for such courses of study. When that is the real position, it would be necessary to ascertain the rationale behind the Government requiring the execution of the compulsory bond from those who intend to undergo the higher speciality courses conducted by the State. The following passages from the decision of the Hon'ble Supreme Court of India in *Association of Medical Super Speciality Aspirants and Residents -vs- Union of India* [(2019)

8 SCC 607], would throw considerable light in this regard:-

"22. Article 21 of the Constitution of India imposes an obligation on the State to safeguard the right to life of every person. Preservation of human life is thus of paramount importance. The Government hospitals run by the State and the Medical Officers employed therein are duty bound to extend medical assistance for preserving human life. Failure on the part of a Government hospital to provide timely medical treatment to a person in need of such treatment results in violation of his right guaranteed under Article 21 of the Constitution. [Paschim Banga Khet Mazdoor Samity -vs- State of W. B. ((1996) 4 SCC 37)] Therefore, in a welfare State it is the obligation of the State to ensure the creation and the sustaining of conditions congenial to good health. [Vincent Panikurlangara -vs- Union of India ((1987) 2 SCC 165 30)].

23. Article 47 of the Constitution reiterates the constitutional obligation imposed on the State to improve public health. The Directive Principle provides as follows:-

"47. The State shall regard the raising of the level of nutrition and the standard of living of its people and the improvement of public health as among its primary duties and, in particular, the State shall endeavour to bring about prohibition of the consumption except for medicinal purposes of intoxicating drinks and of drugs which are injurious to health."

24. In Akhil Bharatiya Soshit Karamchari Sangh -vs- Union of India [(1981) 1 SCC 246] it was held that maintenance and improvement of public health have to rank high as these are indispensable to the very physical existence of the community and on the betterment of these depends the building of the society of which the Constitution makers envisaged. It was further observed in the above judgment that attending to public health, therefore, is of high priority- perhaps the one at the top.

25. It is for the State to secure health to its citizens as its primary duty. No doubt the Government is rendering this obligation by opening Government hospitals and health centers, but in order to make it meaningful, it has to be within the reach of its people, as far as possible, to reduce the queue of waiting lists, and it has to provide all facilities to employ best of talents and tone up its administration to give effective contribution, which is also the duty of the Government.

[State of Punjab -vs- Ram Lubhaya Bagga ((1998) 4 SCC 117)].

26. Right to health is integral to the right to life. Government has a constitutional obligation to provide health facilities [State of Punjab-vs- Mohinder Singh Chawla [(1997) 2 SCC 83]]. The fundamental right to life which is the most precious human right and which forms the ark of all other rights must therefore be interpreted in a broad and expansive spirit so as to invest it with significance and vitality which may endure for years to come and enhance the dignity of the individual and the worth of the human person.

30. .... the positive obligation of the State to uphold the dignity of a larger section of the society is to protect the rights conferred on them by Article 21 of the Constitution. The immediate need of the deprived sections of the society to have proper health care was the reason behind the policy decision of the Government. The objective of the policy is to ensure that specialist health care is extended to the have-nots also."

It is borne out from the record that in pursuit of those constitutional goals, the Government of Tamil Nadu has conceptualized the ambitious policy of establishing atleast one Government Medical College with attached Hospital in every District in the State and incurs expenditure to develop huge infrastructure taking into consideration the need of providing public health care to the people. As there is scarcity of Super Specialists in the State in the various branches of medicine, the higher education in post-graduate courses and higher speciality courses is imparted to doctors by spending huge amounts of money from the State exchequer. The fees charged from the selected candidates is meagre, apart from the fact that in-service candidates get their salary and private candidates are paid stipend during the courses of study. It is in such circumstances that it is expected that the beneficiaries of this specialised knowledge gained out of public funds should after completion of the courses of study utilize the skills they acquire during the training for serving the cause of the sick, the poor and the needy in the State for a substantial period and that too, for commensurate remuneration.

11. Viewed from this perspective, the Petitioners, who had fully derived the benefits from the course of study at the cost met from the the State exchequer, are estopped from refusing to perform their pre-existing obligations in terms of the prospectus, even in the absence of executing the compulsory bond. The law in this regard has been lucidly explicated by the Hon'ble Supreme Court of India in B.L. Sreedhar vs. K.M.

Munireddy [(2003) 2 SCC 355] in the following words:-

"18. Though estoppel is described as a mere rule of evidence, it may have the effect of creating substantive rights as against the person estopped. An estoppel, which enables a party as against another party to claim a right of property which in fact he does not possess is described as estoppel by negligence or by conduct or by representation or by holding out ostensible authority.

19. Estoppel, then, may itself be the foundation of a right as against the person estopped, and indeed, if it were not so, it is difficult to see what protection the principle of estoppel can afford to the person by whom it may be invoked or what disability it can create in the person against whom it operates in cases affecting rights. Where rights are involved estoppel may with equal justification be described both as a rule of evidence and as a rule creating or defeating rights. It would be useful to refer in this connection to the case of Depuru Veeraraghava Reddi -vs- Depuru Kamalamma, (AIR 1951 Madras 403) where Vishwanatha Sastri, J., observed:

"An estoppel though a branch of the law of evidence is also capable of being viewed as a substantive rule of law in so far as it helps to create or defeat rights which would not exist and be taken away but for that doctrine." Of course, an estoppel cannot have the effect of conferring upon a person a legal status expressly denied to him by a statute. But where such is not the case a right may be claimed as having come into existence on the basis of estoppel and it is capable of being enforced or defended as against the person precluded from denying it. In his illustrious book "Law of Estoppel" 6th Edition, Bigelow has noted as follows:

"Situations may arise, indeed, in which a contract should be held an estoppel, as in certain cases where only an inadequate right of action would, if the estoppel were not allowed, exist in favour of the injured party. In such a case the estoppel may sometimes be available to prevent fraud and circuitry of action."

The case of the Petitioners squarely falls within the ambit of such fact situations to enforce their obligations, from which they cannot wriggle out clandestinely. Moreover, the equitable doctrine of restitution comes into play to require the Petitioners to disgorge the non-gratuitous benefits that they have derived from the course of study that they have undergone at a highly subsidized cost from the State exchequer, in terms of Section 70 of the Indian Contract Act, 1872, which reads as follows:-

"70. Obligation of person enjoying benefit of non-gratuitous act. - Where a person lawfully does anything for another person, or delivers anything to him, not intending to do so gratuitously, and such other person enjoys the benefit thereof, the latter is bound to make compensation to the former in respect of, or to restore, the thing so done or delivered."

It would be useful here to advert to the exposition of the law by the Constitutional Bench of the Hon'ble Supreme Court of India in State of West Bengal -vs- B.K.Mondal & Sons (AIR 1962 SC 779) which is reproduced below:-

"14. It is plain that three conditions must be satisfied before this section can be invoked. The first condition is that a person should lawfully do something for another person or deliver something to him. The second condition is that in doing the said thing or delivering the said thing he must not intend to act gratuitously; and the third is that the other person for whom something is done or to whom something is delivered must enjoy the benefit thereof. When these conditions are satisfied Section 70 imposes upon the latter person, the liability to make compensation to the former in respect of or to restore, the thing so done or delivered. In appreciating the scope and effect of the provisions of this section it would be useful to illustrate how this section it would operate. If a person delivers something to another it would be open to the latter person to refuse to accept the thing or to return it; in that case Section 70 would not come in to operation. Similarly, if a person does something for another it would be open to the latter person not to accept what has been done by the former; in that case again Section 70 would not apply. In other words, the person said to be made liable under Section 70 always has the option not to accept the thing or to return it. It is only where he voluntarily accepts the thing or enjoys the work done that the liability under Section 70 arises."

The Petitioners in this case were fully aware of the requirement to serve the Government after completing the course at the time of their admission. If the Petitioners were not willing to serve the Government after completing the course, nothing prevented them to desist from applying for that course and instead they could have opted to pursue higher studies in some other private institutions elsewhere bearing the actual cost for the same, without any requirement of compulsory service after completion of that course. Having taken a calculated decision to avail the benefit of the course of study at subsidized cost, the Petitioners are bound to carry out their reciprocal obligation for which purpose the State has spent its funds for them.

Inasmuch as it is not possible in law to seek specific performance of a contract of personal service, the remedy of damages has to be necessarily resorted to when there is such breach as held by the Hon'ble Supreme Court of India in Nandganj Sihori Sugar Co., Ltd., -vs- Badri Nath Dixit [(1991) 3 SCC 54]. It follows, as its corollary, that the genuine pre-estimate of the loss arrived for the sum of Rs. 40,00,000/- per person as reflected in the prospectus as a measure of reasonable compensation towards reimbursement of expenses incurred, can be validly enforced, as held by the Hon'ble Supreme Court of India in Oil & Natural Gas Corporation Ltd. -vs- Saw Pipes Ltd., [(2003) 5 SCC 705].

12. The ruling of the Punjab & Haryana High Court in P.C.Wadhwa -vs- State of Punjab (AIR 1987 P&H 117) lends support to the aforesaid view taken. Learned Counsel for the Petitioner has placed strong reliance on the judgment of the Karnataka High Court in Dr. Keerti Reddy C.H. -vs- State of Karnataka (Order dated 14.11.2018 in W.P. No. 50677 of 2018) to drive home the point that in the absence of execution of bond, the condition of compulsory service cannot be enforced. On a perusal of that decision, it is seen that germane aspects of the matter which have been elaborately considered in this order to arrive at the divergent conclusion, have not even been brought to the notice of the Court. As such, it not possible to subscribe to that opinion expressed.

13. The focus now turns to the entitlement of the Respondents to retain the original documents of the Petitioners till they comply with the conditions in the bond, which they ought to have executed. Admittedly, the certificates of the Petitioners, which relate to their eligibility and qualification, had been voluntarily handed over by them at the time of joining the course of study. It is common knowledge that such practice is prevalent in any educational institution to ensure that duly qualified persons are selected and that they did not leave the course midway without proper intimation. As observed earlier, the prospectus for the course of study in this case requires the Petitioners to serve for a period of ten years which implies that the Petitioners have to join in the employment of the State after completion of the course of study. Here again, as employer, the State is entitled by the prevailing practice to retain the certificates of the Petitioners to ensure that they possess the prescribed qualification and do not abandon the employment without requisite sanction. Likewise, a certificate for a course of study could be issued only on its 'successful' completion, which includes the obligation to serve for the agreed period. As such, the Respondents are absolutely justified in retaining the original documents of the Petitioners till they perform their obligation of serving for the requisite

period, failing which the Petitioners have to pay the liquidated damages stipulated for return of the same, and no fault can be found with such legitimate action.

14. It cannot be gainsaid that Article 226 of the Constitution is an equitable jurisdiction, which cannot be exercised in favour of a defaulting party to frustrate the legitimate claim of the other party. In Panchugopal Barua -vs- Umesh Chandra Goswami (AIR 1997 SC 1041), the Hon'ble Supreme Court of India has commented as follows:-

"A court of equity, it should be remembered, must so act as to prevent perpetration of a legal fraud. It is expected to do justice by promotion of honesty and good faith, as far as it lies within its power. A party seeking relief in equity must come to court with clean hands."

The legal maxim 'jus ex injuria non oritur' postulates that a right cannot arise out of a wrong doing, and it becomes applicable in a case like this, where the Petitioners have been invigorated to even take advantage of it to suit their self-centered convenience. Consequently, the Petitioners in these Writ Petitions, which lack merit, are not entitled to the relief claimed.

15. In the upshot, these Writ Petitions are dismissed. No costs.

Sd/-

Assistant Registrar(CS III)

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Sub Assistant Registrar

To

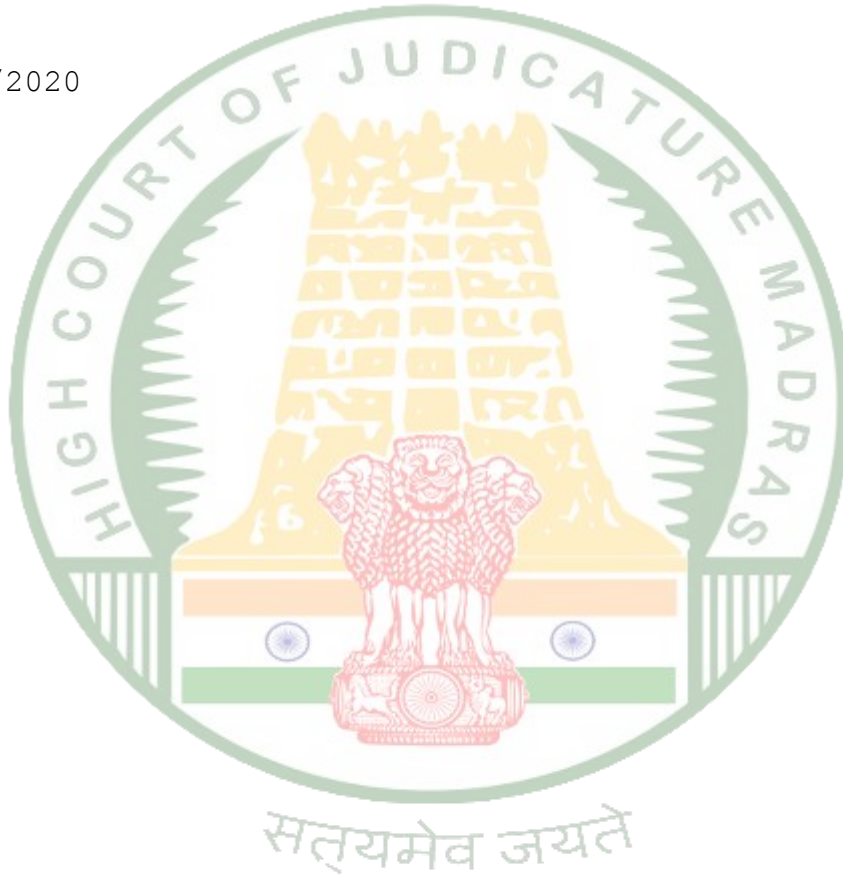
1.The Secretary,  
Health Department,  
State of Tamil Nadu,  
Fort St. George,  
Chennai - 600 009.

2.The Selection Committee,  
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Kilpauk, Chennai - 600 010.

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