



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED **16.12.2022**

CORAM

THE HONOURABLE MR. JUSTICE C.V.KARTHIKEYAN

W.P.No. 28288 of 2022

And

W.M.P.No. 27602 of 2022

Mass Education Institute
Represented by Coordinator
Shameem
Padikko house
T.S. Road Mannarkkad
Palakkad District, Kerala 678 582
Also at
No.108, Al Nail Building
Near Abu Hail Centre,
Hor Al Anz, Dubai

... Petitioner

..Vs..

1. The Registrar
Barathiar University
Coimbatore, Tamil Nadu.
2. The Controllor of Examinations
Barathiar University
Coimbatore, Tamil Nadu.
3. The Director
School of Distance Education
Barathiar University
Coimbatore, Tamil Nadu

... Respondents

PRAYER: Petition under Article 226 of the Constitution of India,
praying for the issue of a Writ of Mandamus directing the respondent



University to consider the representation dated 22.01.2022 to furnish statement of accounts in respect of payment made by the petitioner.

For Petitioner :: Dr. R.Gouri

For Respondents :: Mr. C.Vigneswaran
Standing Counsel

ORDER

The Writ Petition has been filed in the nature of Mandamus seeking a direction against the respondent University, namely, Barathiar University at Coimbatore / the first respondent to consider the representation dated 22.01.2022 and to furnish statement of accounts relating to the payments made by the petitioner.

2. In the affidavit filed in support of the Writ Petition, it had been stated that the writ petitioner / Mas Education Institute at Kerala and also at Dubai, is a study centre and conduct spot Admission cum Learning Centre (SALC) of the School of Distance Education (SDE) of the first respondent University. They have obtained necessary recognition and permission to act as aforesaid. They had also admitted 450 students for the under graduate and post graduate courses for the academic years 2014-2015, 2015-2016 and 2016-2017. The examinations are approved by the first respondent



University and the applications are issued by the University to the students to write examinations. There was also a Memorandum of Understanding entered into between the University and the petitioner. In accordance with such Memorandum of Understanding, the petitioner should pay the course fees which they collected from the students, the examination fees and also fees for issuance of the degree certificates and consolidated mark certificates to the University. Thus, there are three separate heads of payments which the petitioners should comply if they are to get necessary recognition for the courses conducted by them and for the students to get the certificates from the first respondent University.

3. In the payment of these amounts, there have been disputes and earlier Writ Petitions had been filed. My attention is drawn to the order of a learned Single Judge of this Court in W.P.No. 6917 of 2019 dated 15.11.2021. That writ related to seeking a Mandamus against the University to release the mark lists and certificates of the examinations for the academic years 2014-2015, 2015-2016 and 2016-2017. The arrears of amounts payable by the petitioner were pointed out in that Writ Petition. The said observations of the learned Single Judge are extracted as follows:-



“8. Considering the limited request made by the learned counsel appearing for the petitioner, this Court is inclined to issue direction to the respondents to consider the petitioner's representation and release the Mark sheet and the Certificate of Examination of the 191 students on receipt of the amount in Dirham currency and within a period of twelve weeks from the date of receipt of a copy of this order. On receipt of the fees in Dirhams, the respondent University is directed to refund back the amount paid by the petitioner in Indian Rupees back to the petitioner. ”

4. It is seen that the learned Single Judge had placed an obligation on the petitioners to pay the fees in Dirhams and if paid, then the University may refund the amounts already paid by the petitioner in Indian Rupees. There was also obligation on the first respondent to release the marks sheet and certificates of examinations.

5. It is complained by the learned Standing Counsel for the first respondent that the petitioner had not paid such amounts.



6. In the present Writ Petition, a status report has been filed by the first respondent, in which, after stating the various amounts which are payable and not paid and due and payable, the University had finally stated as follows:-

“The University also undertake to issue the certificate to the 88 students on payment of 35,200 Dirhams and refund a sum of Rs.1,05,60,302 approximately to the petitioner only on receipt of a sum of 14,56,605 AED (Dirhams).”

7. The Dirhams mentioned above, namely 35,200 Dirhams comes to an equivalent sum of Rs.7,93,408/-, I hope that the said conversion rate is correct.

8. The issue now before this Court in the present Writ Petition is for a direction against the first respondent particularly to consider the representation and to furnish the statement of accounts. The accounts have been furnished.



9. The ancillary and corollary effect of the non payment of the amounts as required by the first respondent University is that the students are now left high and dry. They had undergone the courses. They had studied for the courses with hope that they would receive necessary certificates which signify their qualification. Those certificates are valuable properties of the students. Their years of study should not go waste.

10. This Court can only focus itself to the plight of those students, I would therefore place the following directions:-

(i) The petitioner is to deposit in any Nationalised Bank a sum of Rs.8,00,000/- (Rupees Eight Lakhs only) in fixed deposit and with automatic renewal of such fixed deposit. This deposit should be made on or before 31.12.2022;

(ii) A copy of the fixed deposit receipt along with an undertaking that it shall not be withdrawn or liquidated may be forwarded to the first respondent University;



(iii) On receipt of such copy of the fixed deposit receipt, the University shall release the marks sheets, certificates of degree of the students to the petitioners herein; and

(iv) The petitioner and the first respondent University may engage in a discussion with respect to the amounts due and payable and come to an amicable solution. The petitioner may realise that their recognition or affiliation with the University would entirely depend on payment of necessary fees as stipulated by the first respondent.

11. I am informed that the petitioner has closed the study centre. Still their reputation, even if they were to open any study centre at any other place would depend on their payment of all dues to the first respondent University. It is therefore in the interest of the petitioner that they settle the dues. The University is at liberty to institute proper proceedings with respect to the dues payable to them.

12. The certificates should be released on or before 15.01.2023 directly to the petitioners.



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C.V.KARTHIKEYAN, J.,

vsg

13. With the above said direction, the Writ Petition stands disposed of. Consequently, connected Writ Miscellaneous Petition is closed. No costs.

16.12.2022

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Index: Yes/No

Internet: Yes/No

Speaking / Non Speaking Order
To

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