



WP No.34930 of 2019

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 15.07.2022

CORAM

THE HONOURABLE MR.JUSTICE R.SUBRAMANIAN

WP No. 34930 of 2019
and WMP Nos. 35712 and 35713 of 2019

M/s. McGAN's Ooty School of Architecture,
Rep. By its Chairperson E.Sumathy
No.5/635, Perar, Kothagiri Road,
T.Mynala Post, Ooty, The Nilgiris District.

... Petitioner

VS.

1. The Registrar,
Anna University,
Anna University Campus,
Chennai 600 025.

2. The Director,
Center for Students Affairs,
Anna University,
Anna University Campus, Chennai 25.

3. K. Venkatasai

... Respondents

Prayer:- Writ petition filed under Article 226 of the Constitution of India praying to issue a Writ of certiorari to call for the records pertaining to the impugned communication dated 09.12.2019 in Lr. No.5370/SA3-1/2019 of the first respondent and to quash the same.



WEB COPY



WP No.34930 of 2019

For Petitioners : Mr.T.Mohan
for M/s.R.Gopinath

For Respondents : Mr. Meenakshi Sundaram, for RR 1 &2
Ms.S.Selvakumar, for R3

ORDER

Challenge in the Writ Petition is to the direction issued by the Anna University, requiring the petitioner to refund the fee paid by the third respondent since the student had left the Course midway.

2. It is seen that the daughter of the third respondent V.Amrutha had joined the petitioner College B.Arch Course and after having under gone the course for one year, she was transferred to another college at Chennai. Till such transfer she had attended classes in the third semester for only one day in the petitioner institution. Since the college refused to refund the fees receipt, the third respondent had approached the University. The University by the impugned communication dated 09.12.2019, directed the college to refund the amount. It is the contention of the college that if the ward of the petitioner leaves the course midway, the petitioner cannot seek refund of the



WP No.34930 of 2019

fee paid, since another person cannot be accommodated in the said seat and the seat will go waste. Therefore according to the petitioner, the direction of the University to refund the fee is beyond its jurisdiction.

3. Mr.T.Mohan, learned counsel appearing for Mr.R.Gopinath, for the petitioner would vehemently contend that this Court had repeatedly held that a student cannot seek refund of their fee collected, if the seat goes unfilled. The AICTE Regulation also prescribed that if the seat goes unfilled the student will have to pay fees for the entire year. It is not in dispute that the ward of the petitioner studied for one year only and left midway during the second year. It is claimed that she has attended classes nearly for one month in the third semester, the third respondent would however state that she had attended college only for one day, that dispute is not very germane to the controversy in the Writ Petition. The only issue that is to be decided is as to whether the College can refuse to refund the fee paid by the student who leaves midway.



WP No.34930 of 2019

4. In ***R.Gowthami v. The Regional Officer, All India Council for***

Technical Education., WP (MD) No.3977 of 2009 dated 09.03.2012, this

Court had held that if the student leaves midway, the student cannot insist

on refund of the fee. In ***The Director of Medical Education and another***

v. M.Aarthy, reported in 2019 SCC online 28115, a Division Bench of this

Court had held that the prospectus would be binding on the students and if

the student leaves midway the College will have a right to insist upon the

discontinuation fee. In ***M.Sanchana v. The Regional Officer, All India***

Council for Technical Education, WP No.5511 of 2014 dated 07.01.2021

and in ***G.Mahendran v. The Director, Directorate of Technical Education,***

WP No.42781 of 2016 dated 28.01.2022, a similar view has been expressed.

It is therefore clear that the direction of the University requiring the

petitioner to pay back the fee receipt cannot be sustained. Accordingly the

impugned communication is quashed.

5. It remains to be seen as to what is the amount that the petitioner

could retain the petitioner has collected a sum of Rs.2,27,500/- from the

student, out of which a sum of Rs.87,500/- is towards tuition fee, a sum of



WP No.34930 of 2019

Rs.1,20,000/- is towards hostel fee and mess fee and the remaining

Rs.20,000/- is towards security fees. I do not think that the petitioner could

claim to retain the entire amount of Rs.2,27,500/-. The petitioner may be

right in its contention that it cannot be directed to pay back the tuition fees,

but if the student has left the hostel and she is not occupied the hostel nor

she had enjoyed the boarding facility at the hostel, the petitioner cannot

insist upon her to pay for boarding and lodging also. Therefore, the

petitioner will have to necessarily refund the security deposit and the hostel

fees less the hostel fees for the period for which she had occupied in the

hostel. While the petitioner claims that ward of the third respondent had

occupied the hostel for nearly one month, the third respondent would claim

that it was only for a few days. Be that as it may, the petitioner could not

be expected to fill up the hostel immediately after the ward of the petitioner

left. In fact it is claimed that the hostel room remained vacant for the entire

year, but I do not think that the third respondent should be made to pay for

that. Therefore, while allowing the petitioner to retain a sum of Rs.10,000/-

towards a month charges for hostel fees, there will be a direction to the

petitioner to refund the remaining amount of Rs.1,30,000/-.



WP No.34930 of 2019

6. It is seen from the record that the sum of Rs.2,27,500/- was kept in a fixed deposit in Indian Bank, Radhakrishnan Salai Branch from 09.01.2020. The original receipt has been lodged with the Registrar General of this Court. The Registrar General is directed to return the original receipt to the Bank and there will be a direction to the Indian Bank, Radhakrishnan Salai to transfer a sum of Rs.1,30,000/- with proportionate accrued interest to the account of the third respondent, the details of which are as follows:

A/c. Holder Name: Mr.K.Venkatasai, A/c. No.:309002358585, RBL Bank Limited, Adayar Branch, IFSC Code No.:RATN0000185.

The remaining amount shall be paid over to the petitioner by transfer to the account of the petitioner. The details of the petitioner are as follows:

A/c Holder Name: The Principal, MCGAN's Ooty School of Architecture, A/c. No.797068507, IFSC Code No.IDIB000D035

7. With the above direction, the Writ Petition is **allowed**. No costs. Consequently the connected miscellaneous petitions are closed.

Jv

15.07.2022

6/8



WP No.34930 of 2019

Index: No
Internet: Yes
speaking order

To

1. The Registrar,
Anna University,
Anna University Campus,
Chennai 600 025.
2. The Director,
Center for Students Affairs,
Anna University,
Anna University Campus, Chennai 25.



WEB COPY



WP No.34930 of 2019

R.SUBRAMANIAN, J.

jv

WP No. 34930 of 2019
and WMP Nos. 35712 and 35713 of 2019

15.07.2022