

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

953 WRIT PETITION NO. 13781 OF 2021

RUTURAJ NANADASHEB DHARBALE THROUGH THE NATURAL
GUARDIAN NANASAHEB BABASAHEB DHARBALE AND OTHERS
VERSUS
THE STATE OF MAHARASHTRA AND OTHERS

...
Advocate for Petitioners : Mr. Gadhe Ganesh A.
AGP for Respondent Nos. 1 to 4 : Mr. S.G. Sangale
Advocate for Respondent Nos. 6 & 7 : Mr. Naik-Thigle Girish K.

...
**CORAM : MANGESH S. PATIL &
SHAILESH P. BRAHME, JJ.**

DATE : 11 JULY 2023

PC :

We have heard learned Advocate for the petitioner and
learned Advocate for the respondent – Management and School.

2. The petitioner is coming with the following substantive
prayer in prayer clause 'A', which reads thus :

"A) By issuing the writ of mandamus or any other
appropriate writ like in nature under Article 226 of
Constitution of India, this Hon'ble Court may kindly
quash and set aside the impugned letters of
expulsions dated 27/10/2021 from the school issued
by the Respondents No. 6 & 7."

3. Considering the nature of the dispute and keeping in
interest the career of the school, this Court had passed an order on 16
December 2021, which reads thus :

“1. Mr. Totala, learned Counsel appears for respondent Nos.6 and 7.

2. The petitioners it appears are not allowed to attend the classes basically on two grounds; (1) non-payment of fees, and (2) the complaints being filed by the parents of the wards.

3. At present, we are not inclined to go into the allegations and counter allegations made by the parties. We would be more concerned with the educational career of the students. According to the respondent, school fees payable by each of the petitioners would be one lakh and odd. The cause for justice would be subserved by making an interim arrangement, so that the petitioners are allowed to attend the classes and that some fees is also received to the respondent – School.

4. Each of the petitioners shall deposit Rs.60,000/- (Rs. Sixty Thousand Only) with the respondent – School. The said deposit shall be without prejudice to the rights and contentions of either parties and subject to the final decision of the Fees Regulatory Committee. On payment of Rs. 60,000/- by each of the petitioners, the respondents shall allow the petitioners to attend the classes regularly.

5. Place the matter on 02-02-2022.”

4. The parties are *ad idem* that pursuant to the above order, the petitioners who are the students in the respondent School have continued the education for the academic years 2021-2022 as well as 2022-2023.

5. Learned Advocate Mr. Naik-Thigale, for respondent nos. 6 and 7, on instructions, submits that keeping aside all the other issues, since the petitioners have been allowed to continue for at least two academic years, after the impugned expulsion order was passed, the respondent nos. 6 and 7 will not be insisting for implementation of this order of expulsion.

6. In view of such statement being made across the bar on behalf of respondent nos. 6 and 7, purpose of the substantive prayer stands sub-served. It appears that there are several other collateral issues which still linger. It needs to be stated that the petitioners will have to take recourse to the appropriate measures. Nothing survives in the petition, it is disposed of. All the issue are kept open except expulsion.

[SHAILESH P. BRAHME]
JUDGE

[MANGESH S. PATIL]
JUDGE

spc/