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W.P.No.24477 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 23.08.2023

CORAM

MR.JUSTICE N.SESHASAYEE

W.P.No.24477 of 2023
and WMP.Nos.23895, 23896 and 23898 of 2023

S.Keerthana

... Petitioner

Vs.

1. The Jawaharlal Institute of Postgraduate
Medical Education & Research (JIPMER),
Rep. by its Director,
Gorimedu
Dhanvantari Nagar,
Puducherry 605006.

2. The Dean (Academics),
Academic Section,
JIPMER,
Gorimedu
Dhanvantari Nagar,
Puducherry 605006.

3. The Dean,
College of Nursing,
Christian Medical College (CMC),
Vellore-4.

... Respondents



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PRAYER: The writ petition filed under Article 226 of the Constitution of India, to issue a writ of Certiorarified Mandamus calling for the records pertaining to the letter proceedings dated 02.08.2023 addressed to the petitioner, on the file of the third respondent, quash the same and consequently, direct the 3rd respondent to issue Transfer Certificate, Transcript Certificate, Experience Certificate and Course Completion Certificates to the petitioner.

For Petitioner : Ms.M.N.Sumathy

For Respondents
for R3 : Mr.Krishna Srinivasan, Senior Counsel
for M/s.S.Ramasubramanian Associates

ORDER

The petitioner herein has joined B.Sc., (Nursing) Course with the third respondent, the Christian Medical College (CMC), Vellore. At the time of her admission, she has given a bond that after completing her Nursing Course she would serve the third respondent for two years. The petitioner completed her course on 07.02.2021 and examinations were conducted in February 2021. The petitioner was promptly issued an appointment order to serve the CMC for 2 years in terms of the bond. This period would expire by February, 2024. The petitioner has now completed close to 1½ years of service in her bond period. In the meantime, the petitioner had taken an examination for joining



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Post Graduation Course in Nursing, and has also passed the same.

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2.The petitioner has now approached this Court for a direction to the third respondent to return her Non-Statutory Certificates viz., her transfer certificate, transcripts of her work done during the course and the course completed certificate to enable her to participate in the counselling.

3.1 Mr.Krishna Srinivas, of M/s.S.Ramsubramanian Associates, the learned senior counsel for the third respondent, submitted that the petitioner was admitted to B.Sc., (Nursing) Course for a paltry tuition fee of Rs.810/- per annum, which is several folds less than the prescribed tuition fee even in Government Nursing Colleges, and that the undertaking was obtained essentially to ensure that the student who passes out, serve the society for two years.

3.2 Developing the arguments further, he submitted that the consideration for imparting knowledge in the nursing course by the College has two critical components:

- (a) tuition fee which has to be paid in money; and
- (b) the bond a candidate has to execute.



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Therefore, the bond which a candidate executes is part of the very structure of the tuition fee. While part of which has to be paid in cash, the other part has to be paid in kind, through service during period. This is contractual, and it cannot be disturbed.

4.At this juncture, the learned counsel appearing for the petitioner has now submitted that the entire rhythm got upset essentially due to the on-set of Covid, and hence, the completion of petitioner's Course was delayed by few months. If that is reckoned, then the petitioner's two year period would have been over now. She also added that the petitioner undertakes to execute a fresh bond to serve for CMC after completion of the Post Graduation Course.

5.To the offer made by the petitioner, the third respondent comes out with its response to reject it. According to Mr.Krishna Srinivas, once the candidate goes out, especially it would be difficult for CMC to go after the petitioner. He also relied on the judgment of a division bench of this Court in W.A.No.2057 of 2013, dated 05.10.2018.

6.While this Court is in full agreement with the observations made by the Division Bench of this Court in the order in W.A.No.2057 of 2013, dated



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05.10.2018, it also considers that the petitioner may not be entitled for an order in this case for the following reason :

The petitioner had joined the nursing course with her eyes full open, and she knew the consequence of what she had done. Even though she has pretended innocence when she alleges in her affidavit that she did not know about the bond or its consequence, yet the fact remains she has served the bond period for close to 18 months now.

7. Broadly, admitting a student to a College is contractual. To say education is contractual may be a taboo word for some, but if all the sentiments and associated factors are peeled off, what remains at the bottom is a promise by the educational institution to impart knowledge in return for certain consideration.

8. The prayer of the petitioner, if it is to be accommodated, then it involves an open breach of obligation created under the bond. And, if the court were to aid the same, then it would become a party to the breach, which this Court considers is not appropriate. This Court does not want to kill the just ambition of the petitioner, but at the same time, this Court also expects the petitioner not to be over-ambitious as to break the contract that she has



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entered into. It should not be forgotten that the tuition fee which the petitioner had paid in cash was a paltry sum of Rs.810/- per annum.

Therefore, it cannot be stated that the execution of the bond to serve the third respondent for two years is oppressive or unconscionable.

9. To conclude, this Court does not find that it is a case where the Court can consider directing the third respondent to part with the certificates required by the petitioner, and hence this writ petition is dismissed. No costs. Consequently, connected miscellaneous petitions are closed.

23.08.2023

pvs/ds

Index : Yes / No

Neutral citation : yes/no

Note to office: Issue order copy on 23.08.2023

To:

1. The Director,
The Jawaharlal Institute of Postgraduate
Medical Education & Research (JIPMER),



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