

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.17059 of 2017

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Naraina Group Of Institutions Son of Shri Ramadhir Dixit, resident of 1080
B-Block, Ground Floor, Gangaganj, P.O.- Panki, P.S.- Panki, District- Kanpur.

... .. Petitioner/s

Versus

1. The State Of Bihar and Ors
2. The Secretary, Scheduled Caste and Scheduled Tribe Welfare Department,
Bailey Road, Patna.
3. The Director, Scheduled Caste and Scheduled Tribe Welfare Department,
Bailey Road, Patna.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr.Abhinav Srivastava, Advocate
	:	Mr. Raushan, Advocate
	:	Mr. Sahil Kumar, Advocate
For the Respondent/s	:	Mr.Prashant Pratap -Gp2
	:	Mr. Shadwal Harsh, AC to GP. 2

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CORAM: HONOURABLE JUSTICE SMT. G. ANUPAMA CHAKRAVARTHY
ORAL JUDGMENT

Date : 17-02-2025

1. The Writ petition is filed for the following

reliefs:-

***i.** Issuance of a direction,
order or writ, including writ in the
nature of mandamus commanding
the concerned authorities under the
Scheduled Caste and Scheduled
Tribe Department, Government of
Bihar, (hereinafter referred to as
“the Department”) for refund of Rs.*



5,00,000/- submitted as security deposit and interest upon it, in view of the fact that no Memorandum of Understanding was signed between the petitioner institute pursuant to an office order dated 28.07.2015 issued by the Secretary of the Department by which the Institution was provisionally empanelled for the year 2015-2016 for the purpose of imparting professional & vocational training/courses to SC & ST students and the name of the Institution was included at Serial No. 281 under the said department of the State Government.

***ii.** Any other relief/reliefs that the petitioner may be found to be entitled to in the facts and circumstances of the present case.*

2. The petitioner institute is duly incorporated in India and has its registered office at Kanpur, Uttar Pradesh, with a branch office at Patna. The institution admits students and imparts education in various technical and professional



subjects. In the year 2015, an Expression of Interest was issued by the Director of the Department for the empanelment of private institutions, having residential status outside Bihar i.e. to offer technical, vocational, and professional courses to empower the SC & ST communities for the Post-Matric Scholarship Scheme which was implemented through the Ministry of Social Justice and Empowerment and the Ministry of Tribal Affairs, Government of India. The term of reference was also provided with the document that demonstrated the cause covered, eligibility criteria, document required to be furnished by institutions, the eligibility of students for getting Post-Matric scholarships under the scheme, and the deadlines for submission of expression of interest with the prescribed fees. The petitioner institute submitted an application form by its letter dated 13.06.2015, along with all relevant documents and



the prescribed fee amount including the demand draft, which was received by the Department on 15.06.2015. The Department duly accepted the petitioner's application, and the name of the petitioner's institute was published at Serial No. 338 in the list. Subsequently, an Office Order dated 28.07.2015 was issued by the Secretary of the Department, containing a provisional list of the empanelled institutions, in which the petitioner institute was included at Serial No. 281. Furthermore, the Office Order disclose that institutions were required to submit a consent along with a security deposit of Rs. 5,00,000/- on or before 03.08.2015 by 10:00 AM. Accordingly, the petitioner institute submitted a demand draft of Rs. 5,00,000/- dated 03.08.2015 along with the application form vide letter dated 04.08.2015. After the empanelment of the Institution, the Department was required to sign



a Memorandum of Understanding with the petitioner institute for a period of four years and to provide selected SC/ST students for admission to various courses, under the Post-Matric Scholarship Scheme, Government of India.

3. The contents of the writ petition further disclose that, despite the lapse of two years of the empanelment, neither Memorandum of Understanding was signed with the institution, nor the security deposit was returned to the institution. The petitioner institute submitted several representations to the Department, but to no avail. Consequently, the petitioner was constrained to approach this Court under Article 226 of the Constitution of India, seeking relief for the return of Rs. 5,00,000/- along with interest.

4. A detailed counter affidavit was filed by Respondent No. 2, denying all the allegations in the



writ petition. The counter affidavit discloses that, as per the report received from the DWO, Patna, vide Letter No. 88 dated 09.04.2018, the payment of scholarships for the session 2016-17 under committed liability til the completion of the course has been made. It is also averred that since the course of the eligible concerned students of the aforesaid institution was completed, the due scholarship for the session 2016-17 has been paid, hence the claim of the petitioner institute for a refund of Rs. 5,00,000/- submitted as empanelment amount is under active consideration and the same is likely to be settled.

5. A supplementary counter affidavit on behalf of Respondents No. 1, 2, and 3 was filed on 3rd September 2024, which also discloses that the petitioner's claim for a refund of Rs. 5,00,000/-, submitted as the empanelment amount/security



deposit, is under active consideration at the Department level. Furthermore, as per the departmental letter contained in Memo No. 2576 dated 09.05.2024, the claim of the petitioner for the refund of Rs. 5,00,000/-, submitted as the empanelment amount/security deposit, has been settled, and the said amount was credited to the account of the petitioner institute upon receipt of wanting of the necessary documents. Additionally, the supplementary counter affidavit discloses that, to expedite the refund process of the said amount, one official from the Department was deputed as special messenger by a Departmental Order issued under Memo No. 2032 dated 12.04.2024. This action necessitated after several letters and reminders, earlier sent to the institute. Therefore, the respondents prayed for the dismissal of the writ petition.



6. The 2nd supplementary counter affidavit of Respondents No. 1, 2, and 3, dated 15.01.2025, further discloses that, according to Departmental Order No. 2473 dated 28.07.2015, as outlined in the conditions of empanelment for Post-Matric Scholarship Scheme, several institutions, including the petitioner institute, deposited a security amount of Rs. 5,00,000/- for empanelment. The conditions under Clause-6 of the Conditions of Empanelment clearly state that this amount would not be refunded for four years and no interest would be payable on the deposited amount. In the year 2017, the petitioner institute filed the present writ petition for the return of the security deposit that too at a very premature stage.

7. Further, the Department issued a series of letters to the petitioner institute requesting the necessary documents for the refund of Rs. 5,00,000/-



security deposit. Due to the non-receipt of the required information, a Departmental Order No. 2032 dated 12.04.2024 was issued, assigning an officer to visit the concerned institute to collect the necessary documents. The collection was successfully completed on 18.04.2024. Following the receipt of the necessary documents and the bank account details from the petitioner institute, the Department issued Letter No. 2576 dated 09.05.2024, instructing the State Bank of India, Irrigation Bhawan, Patna, to transfer Rs. 5,00,000/- empanelment amount to the institute's account. Accordingly, the bank completed the transfer.

8. Heard the Learned counsel for the petitioner as well as the Learned counsel for the respondents. Perused the record.

9. It is the contention of the Learned counsel for the petitioner that they have received the



security amount of Rs. 5,00,000/- but the respondents has not paid the interest on the said amount.

10. In response, the Learned counsel for the respondents submitted that, as per Clause-6 of the Conditions of Empanelment, the security deposit shall be returned only after four years, after deducting the counseling charges. Clause-6 further specifies that no interest whatsoever shall be payable to the institution. Moreover, the petitioner filed the writ petition within two years from the date of empanelment. Since the four-year period had not been completed, the question of returning the security deposit did not arise at that stage.

11. It is also contended by the learned counsel for the respondents that, despite sending several letters to the petitioner requesting the required information, the petitioner failed to provide



the necessary documents to the Department, which resulted in the delay. The delay did not occur due to any fault of the Department, and therefore, the question of paying interest on Rs. 5,00,000/- security deposit does not arise.

12. On considering the entire material on record, it is evident that the petitioner institute was empaneled along with other institutions. As per the scheme, a Memorandum of Understanding was to be executed into between the Department and the institution, however, no such Memorandum of Understanding was executed for a period of two years. Neither the writ petition nor the counter affidavit disclose the reasons why the Memorandum of Understanding could not be entered into by the parties.



13. The writ petition was filed seeking a refund of Rs. 5,00,000/- security deposit along with the interest. As per Clause-6 of the Empanelment Conditions, the amount was to be refunded only after a period of four years. The empanelment took place on 28.07.2015, and the writ petition was filed on 20.11.2017. At that time, the four-year period had not yet concluded. As per Clause-6, the amount was to be refunded only after four years, and the said period was set to conclude on 28.07.2019. Furthermore, the counter affidavit disclose that the respondents addressed multiple letters to the petitioner, and the initial letter was sent on 13.09.2019, followed by letters dated 20.09.2022, 20.07.2023, and 27.09.2023, seeking certain details and necessary documents from the petitioner for the



refund of Rs. 5,00,000/- security deposit. Despite this, the petitioner institution did not respond, due to which the respondents were constrained to assign an officer vide Letter Order No. 2032 dated 12.04.2024. The said officer approached the petitioner institution and was able to obtain the required documents only on 18.04.2024.

14. Therefore, this Court is of the considered view that the delay was not on the part of the respondent but occurred due to the petitioner's failure to submit the required documents. Consequently, the petitioner cannot claim any interest on the security deposit of Rs. 5,00,000/-.

15. However, the petitioner has received the initial security deposit of Rs. 5,00,000/- from the respondents, which has been duly transferred to the



petitioner’s bank account. Therefore, the writ petition, insofar as it pertains to the claim for interest, cannot be considered as discussed supra.

16. With the above said observation, the Writ petition is disposed off.

17. Interlocutory Application(s), if any, shall also disposed of.

(G. Anupama Chakravarthy, J)

amitkr/-

AFR/NAFR	NAFR
CAV DATE	N/A
Uploading Date	07.03.2025.
Transmission Date	N/A

