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W.P.No.882 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 01.12.2025

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THE HONOURABLE Ms. JUSTICE P.T. ASHA

W.P.No.882 of 2023

and

W.M.P.Nos.863 and 865 of 2023

Dr.R.Vivek Praveen

... Petitioner

Vs

1. The Director of Medical Education,
Kilpauk, Chennai – 10.
2. The Dean,
Government Mohan Kumaramangalam Medical College,
Salem.
3. The District Collector,
Dharmapuri – 5.
4. The Tahsildar,
Dharmapuri Taluk,
Dharmapuri.

... Respondents

Prayer: Writ Petition filed under Article 226 of Constitution of India seeking to issue Writ of Certiorarified Mandamus calling for the records relating to the impugned order passed by the 2nd respondent in his proceedings in Ref. No. 3146/ E3/ 2020 dated 24.06.2021 and the consequential orders passed by the 3rd and 4th respondents in their proceedings Na.Ka.No.23366/2022/F1 dated 18.11.2022 and Na.Ka.No.4614/ 2022/ A2 dated 19.12.2022 respectively, quash

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the same as unsustainable in law and issue consequential directions to the respondents 1 and 2 herein to quantify the interest payable from the date of demand on 09.06.2021 till the date of payment by the petitioner and issue revised orders thereon and pass orders.

For Petitioner : Mr.R.Thamaraiselvan

For Respondents : Mr.M.Bindran
Additional Government Pleader for R1 to R4

ORDER

Aggrieved by the impugned order, the petitioner is before this Court seeking to issue a Writ of Certiorarified Mandamus.

2. The facts are briefly set out herein below :

- a) The petitioner was appointed as Assistant Surgeon (Specialties) in Government Head Quarters Hospital at Pennagaram, Dharmapuri District, in and by the proceedings of the Director of Public Health and Preventive Medicines, Chennai, dated 06.06.2011. He joined the duty on 07.07.2011 and had served the institution for three years i.e., from July 2011 to July 2014.
- b) The petitioner, thereafter, pursued a three years course in Doctor of Medicine (DM-Nephrology) under the service quota candidate, at



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Stanley Medical College, Chennai, from 01.08.2014 to 18.08.2017.

While getting an admission into the said course, the petitioner had executed an Agreement Bond dated 26.11.2014 for a sum of Rs.25,00,000/-, agreeing to serve the Government till his superannuation. He had successfully completed the said course.

- c) After the completion of the course, he was posted as Assistant Professor of Nephrology at Government Stanley Medical College, Chennai, and had served in the said post during the period August 2017 to October 2018.
- d) Thereafter, he was posted as Junior Resident Medical Officer (General Medicine) in Government Medical College at Dharamapuri. Here again he served for one year from October 2018 to August 2019. Subsequently, he was posted as Assistant Professor (Nephrology) at Government Mohan Kumaramangalam Medical College, Salem, from September 2019 to July 2020. During his tenure at Salem, he had applied for medical leave for 21 days from 03.07.2020 to 24.07.2020. Thereafter, he extended his leave for another 7 days from 24.07.2020 and for a further period of four weeks on 31.07.2020. The petitioner, thereafter, was not able to rejoin the duty after the expiry of his leave period and had



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abandoned the Government service in the year 2020.

- e) The petitioner was informed by the orders of the second respondent dated 24.06.2021, that he had violated the bond conditions and was directed to deposit a sum of Rs.90,64,236/-. A working sheet was also attached to the said order, in which interest has been calculated for 8,724 days i.e., till the date of his retirement on 31.05.2044. The second respondent, thereafter, also instructed the third respondent to issue orders for recovering the said sum by initiating the provisions of Revenue Recovery Act, 1890.

Challenging the said order of the second respondent, the petitioner is before this Court in this writ petition.

3. A counter has been filed by the second respondent, who seeks to justify the demand on the basis of the bond agreement signed by the petitioner. The respondent would submit, the date on which the petitioner had joined the duty after completing his post graduation was on 19.08.2017 and the last date on which he had attended the duty was on 02.07.2020. Therefore, the total period for which the petitioner had worked, after the completion of his post graduation was 2 years 10 months and 13 days, whereas the total contractual bond period



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agreed by the petitioner was for 29 years 9 months and 12 days. Therefore, there is a violation of bond condition in tune with the undertaking given by him and accordingly, the petitioner is liable to pay interest.

4. The petitioner had filed the necessary documents to show that he had deposited a sum of Rs.25,00,000/- being the bond amount by way of three cheques. all dated 09.01.2023, for the sums Rs.9,30,000/-, Rs.9,80,000/- and Rs.5,90,000/- respectively (totalling to Rs.25,00,000/-) all of which have been honoured on 11.01.2023.

5.1 In order to pass the order, the following clause in the Agreement Bond dated 26.11.2014, is extracted hereunder :

“ As per the Prospectus, the Party of the FIRST PART has agreed to serve the Government of Tamil Nadu till superannuation (For Service Candidates) and for a period not less than SUPERANNUATION (For Non Service Candidates) after successful completion of the D.M. (NEPHRO) course and on such failure of not completing the full bond period of SUPERANNUATION years, the PARTY the FIRST PART shall forthwith pay a sum of Rs.2500000 (Rupees TWENTY FIVE LAKHS only).

During the above period, the Party of the FIRST PART (For Non Service Candidates) shall be paid stipend and the Government of Tamil Nadu will requisition their services, if required, within a period of 2 years from the date of completion of D.M (NEPHRO) course.



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AND WHEREAS for the better protection of the Government, the Party of the FIRST PART has agreed to execute the bond with 3 sureties who are Income Tax assesses to stand guarantee for the above said amount of 2500000 (Rupees TWENTY FIVE LAKH only.)

AND WHEREAS the Party of the FIRST PART have also agreed that on successful completion of the D.M (NEPHRO) course his/her certificates relating to NEPHROLOGY course will not be given to the Party of the FIRST PART unless the Party of the FIRST PART successfully completes the bond period of SUPERANNUATION years or pay to the Governor of Tamil Nadu or successors and assignees (hereinafter called "THE GOVERNMENT") on demand the sum of Rs.2500000/- (Rupees TWENTY FIVE LAKH only) and on such default together with interest at Government rates thereon from the date of demand on the said amount. The Party of the FIRST PART R.VIVEK PRAVEEN or his/her legal heirs, executors and administrators shall forthwith pay to the Government on demand the said sum of Rs.2500000/- (Rupees TWENTY FIVE LAKH only) together with interest from the demand at Government rate in force on Government Load."

5.2 The condition in the Indemnity Bond would read as follows :

"1. The Party of the FIRST PART has agreed to serve the Government of Tamil Nadu Medical Services for a period of SUPERANNUATION on successful of the NEPHROLOGY course and in the event of default of Party of the FIRST PART shall pay forthwith a sum of Rs.2500000/- Rupees TWENTY FIVE LAKH only) to the Government of Tamil Nadu Medical Services.

For the aforesaid amount of Rs.2500000 Rupees TWENTY FIVE LAKH only) the PARTY of the FIRST PART has brought 3 sureties and it should



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stand alive till successful completion of the SUPERANNUATION years bond period with the Government by the Party of the FIRST PART Or in the event.”

6. A conjoint reading of Clause 1 of the Indemnity Bond clearly sets out that the failure of not completing the bond period by the petitioner, he shall pay a sum of Rs.25,00,000/- to the Government of Tamil Nadu Medical Services and this has been agreed upon by the petitioner. The respondents are seeking to take refuge to the recital in the bond where it says that “*the Party of the FIRST PART has agreed to serve the Government of Tamil Nadu Medical Services for a period of SUPERANNUATION on successful of the NEPHROLOGY course and in the event of default of Party of the FIRST PART shall pay forthwith a sum of Rs.2500000/- Rupees TWENTY FIVE LAKH only) to the Government of Tamil Nadu Medical Services. For the aforesaid amount of Rs.2500000 Rupees TWENTY FIVE LAKH only) the PARTY of the FIRST PART has brought 3 sureties and it should stand alive till successful completion of the SUPERANNUATION years bond period with the Government by the Party of the FIRST PART Or in the event”*. However, a plain reading of this Clause-1 would show that neither the rate of the interest has been given nor the period for which the interest has to be charged is described in clear terms. On the contrary, the agreement bond, particularly, the opening recital “.... on such



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failure of not completing the full bond period of SUPERANNUATION years, the PARTY the FIRST PART shall forthwith pay a sum of Rs.2500000 (Rupees TWENTY FIVE LAKHS only)” would clearly implies that the failure to complete the full bond period successfully, the party (the petitioner herein) shall pay only Rs.25,00,000/-. Therefore, taking note of the fact that the petitioner has complied with the undertaking given by him by depositing the sum of Rs.25,00,000/-, the impugned order insofar as it demands the interest, has to be set aside on the ground of vagueness, lack of clarity, and as “it is not the term agreed by the petitioner”.

7. The writ petition stands allowed in the above terms. No costs. Consequently, connected miscellaneous petitions are closed.

01.12.2025

Index : Yes / No
Neutral Citation : Yes / No
Speaking order / Non-speaking order
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