



WP No. 9846 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : 18-08-2025

PRONOUNCED ON : 12-09-2025

CORAM

THE HONOURABLE Mr.JUSTICE **C.KUMARAPPAN**

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AND

WMP NO. 11058 OF 2025

1. Dr.Abinaya.S
W/o.Dr.Sribal Selvarajan,
1660, GRN Saraswathy Apartments
H Block Poompukar Nagar
2nd Main Road, Kolathur
Chennai-600 099.

Petitioner(s)

Vs

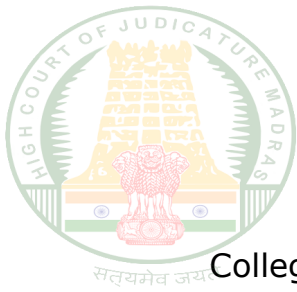
1. The State Of Tamil Nadu
Rep. By Its Principal Secretary,
Health And Family Department,
Secretariat, Chennai-600 009.

2.Directorate of Medical Education
And Research
Rep. By Its Director
Kilpauk, Chennai-600 010.

3.Directorate Of Public Health And
Preventive Medicine
Rep. By Its Director
359, Anna Salai,
Chennai-06.

4.Directorate Of Medical And Rural
Health Services,
Rep. By Its Director
359, Anna Salai, Chennai-06.

5.Government Stanley Medical



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College
Represented By Its Dean
No.1, Old Jail Road,
Chennai-600 001.

Respondent(s)

PRAYER

Writ Petition filed under Article 226 of the Constitution of India praying to issue a writ of Mandamus, directing the 5th respondent to return the petitioner's 12th Certificate M.B.B.S. degree certificate, M.B.B.S. mark sheets / certificate and M.D. mark sheets/ certificate.

For Petitioner(s): Mr.Suhrith Parthasarathy

For Respondent(s): Mrs.M.Sneha
Standing Counsel
For Respondents

ORDER

This writ petition has been filed to direct the 5th respondent to return the petitioner's 12th Certificate M.B.B.S. degree certificate, M.B.B.S. mark sheets / certificate and M.D. mark sheets/ certificate.

2. Heard Mr.Suhrith Parthasarathy, learned counsel for the petitioner and Mrs.M.Sneha, learned Special Counsel appearing for the respondents.

3. The learned counsel for the petitioner would submit that the petitioner, after completing her M.B.B.S Degree, pursued Post Graduate degree in MD Microbiology in the 5th respondent College



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through All-India Quota for the academic year 2015-16. It is the submission of the learned counsel for the petitioner that as a mandatory requirement for Post Graduate admission, the petitioner submitted her original academic certificate including 12th Standard Mark Sheets, M.B.B.S Degree Certificate and other certificates and has also executed a bond for a sum of Rs.40,00,000/- [Rupees Forty Lakhs only] or agreeing to serve the Government for a period of two years. The learned counsel would further submit that after completing her Post Graduate study in May 2018, two months later, on 03.08.2018, the petitioner was issued with a compulsory posting order. It is the further submission of the petitioner that the petitioner was unable to join the posting and subsequently, on 25.10.2018, the 5th respondent issued a letter directing the petitioner to either report to the 4th respondent for duty or to pay the bond amount within fifteen days. Now that, the learned counsel would submit that two years bond period has already expired and that the original academic certificates are not a commodity to keep it as a lien for the payment of a bond amount of Rs.40 lakhs. He would further contend that if at all the respondent intends to enforce the bond, they may do so by filing the appropriate civil proceedings, however, the retention of the original academic certificates is in contravention to the judgement of the Hon'ble Supreme Court in **R.D.Saxena Vs. Balram Prasad Sharma**



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reported in **(2000) 7 SCC 264**. The learned counsel would also rely upon the Division Bench judgment of this Court in **WA.Nos.2256, 2257 & 2259 of 2022 [Dr.Nirmal M. Vs. The State of Tamil Nadu and others]** wherein in a similar circumstances, this Court vide order dated 06.10.2022 directed the respondents to return the original certificates. Further, the above said order was further clarified the order of the learned Single Judge in **WP(MD) No.14681 of 2024 [N.Thillai Mathiyarasi Vs. The State of Tamil Nadu and others]**. Hence, prayed to direct the respondents to release the original certificates.

4. *Per contra*, the said contention was stoutly objected by the learned Special Counsel and would contend that the very objective of the bond service is, to provide higher level of health service to the economically weaker section of the Society, which is their fundamental right under Article 21 of the Constitution of India, and that the Government having invested huge amount upon the education of the petitioner, has every right to have the bond from those persons and that they have got every right to retain the original certificates till they complete the bond service or pay the bond amount. The learned Special Counsel would further submit that the above legal position is no longer *res integra* in view of the decision made in **WA.No.799 of**



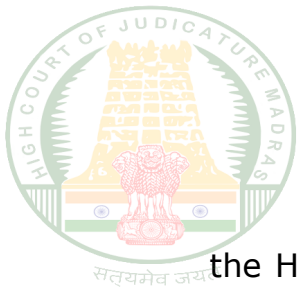
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2019 [The State of Tamil Nadu Vs. P.S.Sairam and others]

reported in **MANU/TN/5492/2020** and the judgment of the Hon'ble Supreme Court in **Association of Medical Superspeciality Aspirants and Residents Vs. Union of India** reported in **(2019) 8 SCC 607**. Hence, prayed to dismiss the instant writ petition.

5. I have given my anxious consideration to either side submissions.

6. The sum and substance of the submission of the learned counsel for the petitioner is that, since the two years bond period lapses in May, 2020, the petitioner is entitled to get back their original educational certificates, notwithstanding their bond, however, the respondents may proceed against the petitioner for recovery of a sum of Rs.40 lakhs, and that for the purpose of recovering the said amount, they cannot keep the academic certificates of the petitioner as a lien. In this connection, the learned counsel relied upon the judgment of the Hon'ble Supreme Court in **R.D.Saxena's** case [cited supra]. This case arising in respect of the retention of the litigation papers as a lien to pay the professional fees. In the above circumstances, the Hon'ble Supreme Court has arrived at a conclusion that the Advocate has no lien in respect of the litigation papers. Admittedly, in the above case,



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the Hon'ble Supreme Court did not deal about the enforcement of any bond, as dealt in the present writ petition.

7. We must keep in mind that, the precedents are only a stepping stone and not an idle point. Now the contention of the petitioner is that in order to have a lien under Section 171 and Section 148 of the Indian Contract Act read with 27 of Sale of Goods Act, the goods must be identifiable of an article which can ordinarily come to the market to be bargained and sold, and known to the market as such. Apart from that, by referring the Division Bench judgment of this Court in **WA.No.2256, 2257 & 2259 of 2022** [Dr.Nirmal M. Vs. The State of Tamil Nadu], this Court directed the respondents to return the original certificates vide order dated 06.10.2020. But, the above judgment has not considered the earlier Division Bench order in **P.S.Sairam's** case [cited supra].

8. When this was brought to the knowledge of the Court, one of the member of the Division Bench, while sitting in Single, the learned Single Judge has observed that though in **P.S.Sairam's** case [cited supra], the Division Bench has sustained the action of the Government to retain the academic certificates by referring the judgement of **Association of Medical Superspeciality Aspirants and**



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Residents's case [cited supra], and that the above referred Supreme Court judgment has never dealt about the retention of the educational certificates. Therefore, as per the **R.D.Saxena** case [cited supra] and as per Section 171 of the Indian Contract Act, the academic certificates cannot be retained by the respondents, and the respondents may only proceed against the executant of the bond for the recovery of the bond amount. In support of the finding, the learned Single Judge has also relied upon the judgment of this Court in **S.Muthukamatchi Vs. The Director of Technical Education** reported in **2013 (1) CTC 595**, wherein this Court has held that the educational certificate is a property of the student. Therefore, such certificates cannot be dealt like a Fixed Deposit receipt to claim a general lien. The above judgment has also held that the College has no authority to retain the certificates, when a student leaves the course in the midstream.

9. Before we proceed further, it is appropriate to refer the Division Bench judgment of this Court in **P.S.Sairam's** case [cited supra], wherein when a similar argument as confronted by the learned Single Judge was put forth before the Hon'ble Division Bench, after taking cue from the judgment of the Hon'ble Supreme Court in **Association of Medical Superspeciality Aspirants and Residents** [cited supra] has held in paragraph 93 as follows:-



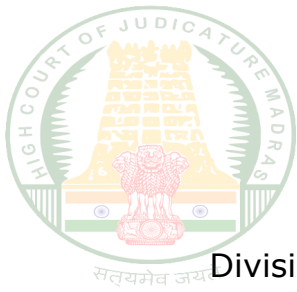
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"93.This argument has to be rejected, in as much as it is true that Regulations of the University Grants Commission on Educational Institutions are binding, but in the present case, the matter would be governed by such Regulations and Rules that pertain to medical education specifically. The lien on certificates in the present case is an outcome of a voluntary contract between the candidate and the State and the Medical College, where the retention is only for a limited purpose to ensure that the candidate after passing out serves the interest of the State for the period indicated in the bond. As to what is the nature of the contract or bailment need not be necessarily gone into, as that has neither been debated, nor it would be now relevant to decide, as such conditions of retention have been voluntarily accepted and authorized by the petitioners and have been held to be constitutionally permissible by a detailed enunciation of law by the Apex Court referred to herein above. To reiterate, the said issue now stands foreclosed on principles of estoppel by conduct and acquiescence with the pronouncement of the Apex Court. They cannot be questioned by the petitioners any longer."

10. According to the above judgment, the Hon'ble Division Bench has held that the lien on certificates is an outcome of a voluntary contract between the candidate and the State and the Medical College, and that when the retention is only for a limited purpose to ensure that the candidate after passing out to serve the interest of the State for the period indicated in the bond. But, while the learned Single Judge differing from the above judgment, has relied upon the judgment of **R.D.Saxena's** case [cited supra] and has held in **N.Thillai Mathiyarasi's** case [cited supra] that there is no reference about the retention of academic certificates in **Association of Medical Superspeciality Aspirants and Residents** case [cited supra], and proceeded further to observe that there is no dilemma to ignore the



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Division Bench judgment by following the Hon'ble Supreme Court judgment in **R.D.Saxena** case [cited supra].

11. It is well settled principle of law that unless the judgment of the higher forum is *per incuriam*, as a judicial discipline and propriety, the same has to be followed. The learned counsel for the petitioner harp upon the judgment of the learned Single Judge in **N.Thillai Mathiyarasi's** case [cited supra] and would submit that when the Hon'ble Supreme Court did not say anything about the academic certificates, the Division Bench in **P.S.Sairam's** case [cited supra] cannot permit the retention of the academic certificates. While harmoniously perusing the judgment of **P.S.Sairam's** case [cited supra], the Hon'ble Supreme Court took cognizance of the ratio laid down in paragraph 17 of the **Association of Medical Superspeciality Aspirants and Residents** case [cited supra], which deals about the jurisdiction of the State Government to impose a condition. The same is extracted as under:-

"I. Jurisdiction of the State Government

17. Schedule VII List I Entry 66 to the Constitution refers to coordination and determination of standards in institutions for higher education or research and scientific and technical institutions. Schedule VII List III Entry 25 deals with education, including technical education, medical education and universities, subject to the provisions of Entries 63, 64, 65 and 66 of List I. Legislations can be made by the State Legislature relating to medical education subject to the legislation made by Parliament. The Medical Council of India Act governs the field



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of medical education in this country. Admittedly, there is no provision in the Medical Council of India Act touching upon the subject-matter of compulsory bonds. Therefore, the States are free to legislate on the subject-matter of medical bonds. Executive authority of the State Government is co-extensive with that of the legislative power of the State Legislature. Even in the absence of any legislation, the State Government has the competence to issue executive orders under Article 162 of the Constitution on matters over which the State Legislature has the power to legislate. The notifications issued by the State Governments imposing a condition of execution of compulsory bonds at the time of admission to postgraduate courses and superspeciality courses cannot be said to be vitiated due to lack of authority or competence. The field of bonds requiring compulsory employment is not covered by any Central legislation. Therefore, the submissions made on behalf of the appellants that the States lacked competence to issue the notifications as the field is occupied are rejected."

12. In the above judgment, the Hon'ble Supreme Court has held that the notification issued by the State Government imposing a condition of execution of a compulsory bond is intra vires. According to the above ratio, the Government has got power to direct the student to execute a bond, with a mutual covenant between the executant and executor. Therefore, when the petitioner himself has voluntarily surrendered the academic certificates and executed the bond and accepted to allow the retention until the completion of the bond service period of two years, or until the payment of the bond amount of Rs.40 lakhs, now cannot turn around and would say that the academic certificate cannot be dealt as goods, is illegal and contrary to the privity of contract.

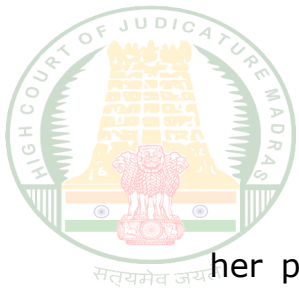


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13. It is pertinent to mention here that it is the petitioner who voluntarily accepts that too after fully knowing the consequences of retention of educational certificates till the completion of bond service, cannot now say that the above clause will impinge upon her right. It is pertinent to mention that such condition was approved and upheld by the Division Bench based upon the ratio of the Hon'ble Supreme Court. Therefore, the petitioner cannot seek for a return of original documents based upon the judgment of the learned Single Judge in **Thillai Mathiyarasi** case [cited supra]. It is appropriate to refer the judgment of the Hon'ble Supreme Court in **State of Gujarat and another Vs. Justice R.A.Mehta and others** reported in **(2013) 3 SCC 1**, wherein the Apex Court has explained as to how the precedent has to be followed. The Hon'ble Supreme Court has held that, even badly argued or inadequately considered or fallacious, unreasoned judgement, still the same cannot lose its presidential value. When this Court, after following the ratio in **Association of Medical Superspeciality Aspirants and Residents** case [cited supra] has arrived at a conclusion, in a case where the bond was put to challenge, that the retention of academic certificates is valid, this Court is bound by the Division Bench judgment.

14. It is relevant to refer the object behind the bond service. As the Government invested huge amount upon the petitioner to make



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her professionally equipped by educating in a Post Graduate degree with an undertaking to serve the Nation for a period of two years, there is a duty cast upon the State to protect such public money by all means from the persons such as the petitioner. Therefore, this Court absolutely does not find any merits in the submissions of the petitioner.

15. In the result, this writ petition stands dismissed. The petitioner is directed to send request for posting order to the respondents within a period of two(2) weeks from the date of receipt of a copy of this order. On such request, the respondents are directed to issue posting order within a further period of one week thereafter to serve the remaining bond service. There shall be no order as to costs. Consequently, connected WMP is also closed.

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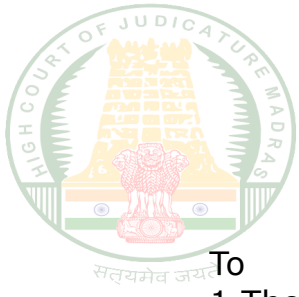
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Index:Yes/No

Speaking/Non-speaking order

Internet:Yes

Neutral Citation:Yes/No



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To

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Health And Family Department,
Secretariat, Chennai-600 009.

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C.KUMARAPPAN J.

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Pre delivery order in
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AND
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