



W.P.No.19907 of 2025

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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED :07.08.2025

CORAM

THE HONOURABLE Mr.JUSTICE C.KUMARAPPAN

W.P.No.19907 of 2025
and
W.M.P.No.22450 of 2025

Dr.Nivedha J

... Petitioner

Vs.

1. The National Medical Commission,
Represented by its Secretary,
Pocket – 14, Sector – 9, Dwarka Phase-1,
New Delhi – 110077.

2. Chettinad Hospital and Research Institute,
Represented by its Dean,
Rajiv Gandhi Salai, Kelambakkam,
Chengalpattu District – 603 103.

... Respondents

Writ Petition filed under Article 226 of the Constitution of India praying to issue a Writ of Mandamus, directing the second respondent to return the petitioner's educational certificates including (i) 10th standard mark sheet, (ii) 12th standard mark sheet, (iii) OBC certificate, (iv) birth certificate, (v) statement of marks in MBBS course, (vi) consolidated statement of marks in MBBS course, (vii) Internship certificate, (viii) Attempt certificate, (ix)



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skill enhancement training certificate, (x) MBBS degree certificate, (xi) Course & conduct certificate, (xii) Migration certificate, and (xiii) transfer certificate.

For Petitioner : Mr.Abishek Jenasenan
For Respondents : Mr.R.Rabu Manohar (for R1)
Mr.S.K.Krishnan,
Senior Counsel
for Mr.T.Balaji (for R2)

ORDER

The instant writ petition has been filed with a prayer for issuing a mandamus directing the second respondent to return the petitioner's educational certificates including (i) 10th standard mark sheet, (ii) 12th standard mark sheet, (iii) OBC certificate, (iv) birth certificate, (v) statement of marks in MBBS course, (vi) consolidated statement of marks in MBBS course, (vii) Internship certificate, (viii) Attempt certificate, (ix) skill enhancement training certificate, (x) MBBS degree certificate, (xi) Course & conduct certificate, (xii) Migration certificate, and (xiii) transfer certificate.

2. The learned counsel for the petitioner would submit that the petitioner had joined the second respondent University for the course of



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M.D. (Anaesthesiology) and had paid a sum of Rs. 33,00,000/- as fees.

Before completing the first year of study, due to personal inconvenience, she discontinued her studies. When she approached for the return of her original certificates, the second respondent did not come forward to return the same, on the ground that the petitioner had to pay the remaining fees for the upcoming years. In this regard, the learned counsel for the petitioner relied upon the following judgments:-

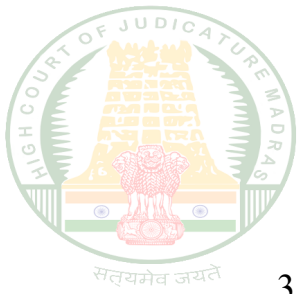
(i) ***S.Muthukamatchi Vs. The Director of Technical Education, Anna University*** reported in **2013 (1) CTC 595**.

(ii) ***M.Balamurugan Vs. Director of Medical Education***, reported in **2019 SCC OnLine Mad 23447**.

(iii) ***K.Palanisamy Vs. Vidya Vikash Matriculation School***, reported in **2019 SCC OnLine Mad 22810**.

(iv) ***Prathumn K.A Vs. Directorate of Medical Education (DME) and Others*** reported in **2022 SCC OnLine Mad 5252**.

(v) ***Dr.Wanbor Sungoh Vs. State represented by the Principal Secretary and Others***, reported in **2024 SCC OnLine Mad 1049**.



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3. Per contra, the learned Senior Counsel appearing for the second respondent would submit that the petitioner joined the course on 20.10.2022, and her fee per year being Rs. 33,00,000/-, she had paid only the first year's fee. On 28.12.2022, the petitioner had applied for maternity leave for the period from 28.12.2022, to 20.06.2023. After the maternity leave, she again rejoined the course on 21.06.2023, and started attending classes from 25.09.2023. However, since 26.09.2023, she again become absent. On 31.01.2024, the petitioner gave an application extending her leave for a further period of six months.

3.1. It is the further submission of the learned Senior Counsel that, according to the prospectus, if a student discontinues in the middle of the academic year, they are bound to pay the fees for the remaining academic years. Apart from that, the petitioner cannot have discretionary relief by way of a Writ of Mandamus, as they never approached the respondents requesting the certificate. If, in any case, this Court pass an order in favour of the petitioner, a condition may be imposed on the petitioner to pay the remaining fees. In this regard, the learned Senior Counsel relied upon the following judgments:-



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(i) ***W.P.No.15265 of 2017 (J.Praveen Vs. Director of Medical Education) dated 06.09.2018.***

(ii) ***Sanjat Suman Lenka Vs. Medical Council of India and Ors.,***
reported in ***MANU/KA/0029/2017.***

(iii) ***G.M., O.N.G.C. Ltd., Vs. Sendhabhai Vasram Patel and Ors.,***
reported in ***MANU/SC/0471/2005.***

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

5. There is no serious dispute regarding the factual aspects; now the only point to be decided is whether, despite the fee due, the petitioner is entitled for the return of original certificates. In this connection, this Court, vide judgments referred in 2nd paragraph supra, has consistently held that educational institutions do not have a lien over the certificates and students are entitled to the return of original certificates. But by relying the judgment of the High Court of Karnataka in ***Sanjat Suman Lenka's case*** (cited supra), the learned Senior Counsel would contend that until payment of certain fees, the petitioner is not eligible for the return of certificates. However, despite



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the learned Single Judge of the High Court of Karnataka holding such a view, our High Court, through various Benches in unison voice, has categorically held that educational institutions do not have a lien over original certificates. In **(2000) 7 SCC 264 (R.D.Saxena Vs. Balram Prasad Sharma)**, the Hon'ble Supreme Court of India has held that the litigation paper cannot be dealt like a deposit receipt and further held that to keep the goods bailed in lien, such goods bailed should be available in market for price otherwise the same cannot be termed as “goods bailed”. Therefore, it is amply clear that educational certificates cannot be dealt like a goods bailed as referred under Section 171 of the Contract Act.

6. Another submission made by the learned Senior Counsel is that when the petitioner approaches the Writ Court for claiming mandamus, they cannot directly approach without first approaching the authorities concerned for such relief. Additionally, he would also contend that, the equity jurisdiction may be refused in a given case. In this regard, the learned Senior Counsel relied upon the judgment of the Hon'ble Supreme Court of India in **G.M., O.N.G.C. Ltd.'s case** (cited supra). Through this judgment, the learned Senior Counsel would submit that having joined and applied for maternity



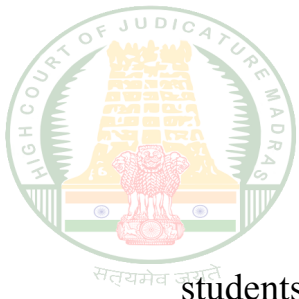
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leave, and then discontinued without paying the remaining fees, thereby causing the educational institution to suffer huge financial loss, ignoring her conduct, she cannot simply ask for the return of original certificates.

7. Though the submissions made by the learned Senior Counsel appear to be attractive to some extent, while looking at the law and facts, the position has been well-settled that an educational institution cannot have any lien over the original educational certificates. Apart from that, the learned counsel for the petitioner relied upon the conditions stipulated in the Information Prospectus; even according to the said Information Prospectus, there is absolutely no iota of reference about the respondent's lien over the original certificates. Therefore, if at all the second respondent has any claim in respect of the remaining fees, even according to the Prospectus of the University, there is no clause to retain the original certificates.

8. This factum is further vindicated by the UGC Regulations, wherein paragraph 4.1.5 of the University Grants Commission Notification dated 06.12.2016 has categorically held that an educational institution cannot retain certificates and testimonials, and could not be used for blackmailing



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students who wish to withdraw their admission from the institute. For ready reference, this Court deems it appropriate to extract the relevant clause of the University Grants Commission Notification, which reads as follows:-

**“4.1 Verification and Non-retention of Students’
Academic and Personal testimonials**

....

4.1.5 Taking the certificates and testimonials into institutional custody under any circumstances or pretexts is strictly prohibited for it is a coercive tactic which can be misused for blackmailing students who wish to withdraw admission from the institute for better prospects or other compulsions.

4.1.5 In case of any suspicion over the authenticity or genuineness of the testimonials, the reference may be made to the university or the Board which issued certificates to the student and the admission be subjected to the authentication, but original certificates shall not be retained under any circumstances.”

9. At this juncture, this Court would like to refer to the judgment of this Court in ***S. Muthukamatchi's case*** (cited supra), wherein, in paragraph 4, this Court stated that the certificates of the student represent her property. Therefore, must be protected as provided under Article 300A of the



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Constitution of India. Hence, unless there is a statute that allows the retention of original certificates, the question of retention for recovering balance fees does not arise. Consequently, this Court is of the indubitable opinion that the petitioner is entitled to the return of all original certificates.

10. In view of the above, the second respondent is directed to return all the original certificates of the petitioner within a period of four weeks from the date of receipt of a copy of this order. It is made clear that the second respondent is at liberty to proceed against the petitioner if they are otherwise eligible to recover the balance fee or other unsettled claim. It is further made clear that any observations in the present Writ Petition will in no way affect the respondent's claim that is going to be made against the petitioner.

11. In the result, this Writ Petition is allowed. Consequently, the connected Miscellaneous Petition is closed. No costs.

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Index : Yes/No

Speaking order /Non Speaking Order

Neutral Citation : Yes/No

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To

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C.KUMARAPPAN, J.

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