



W.P.No.23523 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 29.08.2025

CORAM:

THE HONOURABLE MR. JUSTICE C.KUMARAPPAN

W.P.No.23523 of 2023

G.Veerasamy

...Petitioner

-Vs-

- 1.The State of Tamil Nadu,
Represented by its Principal Secretary,
School Education Department, Chennai.
- 2.The Director,
Department of School Education,
Chennai.
- 3.The Cambridge Assessment International Education,
Represented by its Regional Director,
New Delhi.
- 4.The Cambridge Assessment International Education,
Represented by its Director,
Chennai, Tamil Nadu.
- 5.12 Global Virtual Learning Private Limited,
Represented by its Directors,
Krishnakumar and Nisha Nancy Delquin,
No.20 & 21, Balavinayakar Avenue,
Thoraipakkam, Chennai,
Tamil Nadu.



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5.12 Global School, Represented by Head of School,
Fathima,
No.3 and 4B, 3rd Panchayat Link Road,
Near Doshi Etopia,
Perungudi, Chennai.

...Respondents

Prayer: Writ Petition filed under Article 226 of the Constitution of India, praying for the issuance of a direction in the nature of Writ of Mandamus, to direct the respondents to return the school fees held by the 5th respondent, in contravention of the Tamil Nadu Private Schools (Regulation) Act, 2018 and for consequential orders.

For Petitioner	:	Mr.G.Sankaran, Senior Advocate for Mr.Sharath Chandran
For R1 & R2	:	Mrs.Mythreye Chandra, Special Government Pleader
For R3 to R5	:	No appearance
For R6	:	Mr.K.Nithyavendhan

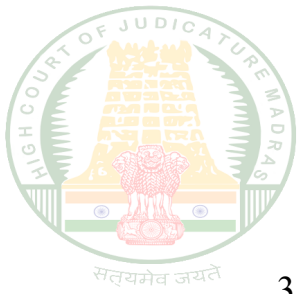
ORDER

The instant writ petition has been filed seeking a writ of mandamus to direct the respondents to return the school fees retained by the 5th respondent, in contravention of the provisions of the Tamil Nadu Private Schools (Regulation) Act, 2018.



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2. Learned counsel for the petitioner would submit that his daughters were admitted in the 5th respondent's school for the academic year 2018–2019 to the 'Playgroup' grade. After completing Pre-K.G. grade, his daughters continued their education for the academic year 2020–2021. It is further the submission of the petitioner that fees had to be paid for two academic years, and that if the fees are paid upfront at the end of the third year, a sum of Rs.55,000/- would be refunded. Based on such arrangement, the petitioner deposited Rs.2,00,000/- per child for the academic years 2022–2023 to 2024–2025, and besides, a sum of Rs.66,000/- was paid as tuition fee. Since the petitioner was transferred out of Tamil Nadu, he wanted to discontinue the study of his daughters at the end of the academic year 2022–2023 and requested a refund of the fees for the remaining academic years 2023–2024 (Grade-2) and 2024–2025 (Grade-3). However, the 6th respondent did not return the fees and submitted that the petitioner is eligible only for a sum of Rs.95,000/- for each children. Though the petitioner agreed to receive the said amount without prejudice to his right, the 6th respondent did not settle the same. Hence, he prayed for a mandamus to return the school fees held by the 5th respondent in contravention of the Tamil Nadu Private Schools (Regulation) Act, 2018.



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3. This contention was stoutly objected to by the respondents on the prime defence that the writ petition is not maintainable against a private educational institution, and furthermore, it is their contention that the Tamil Nadu Private Schools (Regulation) Act, 2018, is not applicable to the 6th respondent school, and besides, they contend that the prayer is defective.

4. Apart from the above legal defence, it is the specific contention of the 6th respondent that there was an agreement between the petitioner and the 6th respondent in respect of return of fees, and the issue involved in the present case requires letting in oral and documentary evidence and consideration of the disputed fact. Therefore, prays to dismiss this writ petition.

5. I have given my anxious consideration on either side submissions and perused the materials available on record.

6. While looking at the email correspondences annexed along with the typed set of papers, it is apparent that there are disputed facts among the parties. According to the petitioner, the 6th respondent is liable to return the



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balance fees, whereas the 6th respondent would say that there is an agreement between the petitioner and the 6th respondent and, according to the scheme to which the petitioner agreed, only on the completion of third year of the academic session, the petitioner will be entitled to a certain refund. Therefore, while harmoniously going through the email communications between the petitioner and the 6th respondent, this Court is of the firm view that unless the parties put forth their evidence and documents before Civil Court, it is impractical to deal such dispute facts in a writ petition.

7. Apart from that, when unaided private educational institutions render a service having a public law element, they may be construed as a State under Article 12 of the Constitution of India. But, in order to maintain a writ petition against such a private entity, the issue raised must have a nexus with a public duty of the private entity. In the present case, the issue raised is regarding the refund of fees, which is purely based on the contract between the petitioner and the 6th respondent, in which no public law element is involved.

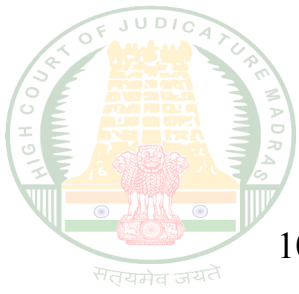
8. At this juncture, it is appropriate to refer to the judgment of the Hon'ble Supreme Court in *St. Mary's Education Society and Others vs.*



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Rajendra Prasad Bhargava and Others, (2023) 4 SCC 498. Though the learned counsel for the petitioner relies upon the judgment of the Hon'ble Supreme Court in **Unitech Limited and Others vs. Telangana State Industrial Infrastructure Corporation (TSIIC) and Others, (2021) 16 SCC 35**, to contend that the writ petition against contract is maintainable, the factual aspect of the Unitech Limited case is altogether different, from the factual aspect of the case on hand. In the above-reported judgment, the writ has filed against an instrumentality of the State, but in the present case, admittedly, the 6th respondent is a private entity. Therefore, the above citation is not applicable to the facts of this case.

9. It is further contended that, since schools are regulated under the Tamil Nadu Private Schools (Regulation) Act, 2018, the writ petition is maintainable. However, it is well settled law that merely because the Government has a certain regulatory mechanism against a private entity, which by itself is not sufficient to make the issue become amenable to writ jurisdiction. As already discussed, this is a case of refund of school fees which is based upon the contract between the parties. Therefore, this Court is of the view that the writ petition is not maintainable.



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10. In the result, the writ petition stands dismissed. No costs.

However, the petitioner is at liberty to approach the appropriate civil forum in accordance with law for refund of fees.

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cda

Index : Yes/No

Speaking/Non Speaking order

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C.KUMARAPPAN, J.

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