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W.P No.26422 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 26.08.2025

CORAM

THE HONOURABLE MR. JUSTICE C. KUMARAPPAN

Writ Petition No.26422 of 2025

and

Writ Miscellaneous Petition Nos.29754, 29757 & 29759 of 2025

Ramachandra Educational Trust,
Represented by its Authorized Signatory,
No.4, 42nd Street, 6th Avenue,
Ashok Nagar, Chennai – 600 083.

... Petitioner

..Vs..

1.The Directorate of Health and Family Welfare Services,
Represented by its Under Secretary to Government (Health),
Government of Puducherry,
Chief Secretariat, Puducherry.

2.Centralized Admission Committee (CENTAC),
Represented by Coordinator,
Directorate of Higher and Technical Education,
Kamarajar Manimandapam, Karuvadikuppam,
Puducherry 605 008.

3.The Officer on Special Duty,
Directorate of Health and Family Welfare Services,
Government of Puducherry,
Chief Secretary, Puducherry.

... Respondents



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PRAYER: Writ Petition filed under Article 226 of the Constitution of India, praying to issue a writ of certiorarified Mandamus to call for the records of the 2nd respondent dated 12.05.2025 in 'Information Brochure" Part-III Undergraduate Professional Courses – Biology-based Degree and Diploma' published in its website, quash the same and consequently direct the respondents to issue the seat matrix by treating 35% of the seats in the nursing/paramedical sciences/physiotherapy/pharmacy courses offered in the petitioner's Institutions as government quota seats fro the academic year 2025-26 and accordingly conduct counselling for allotment of students to these courses.

For Petitioner : Mr.Abhishek Jenasenan

For Respondents : Mr.J.Kumaran,
Additional Government Pleader (Pondy)

ORDER

The present writ petition has been filed to quash the impugned Information Brochure Part-III Undergraduate Professional Courses – Biology-based Degree and Diploma' uploaded by the second respondent dated 12.05.2025.



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2. The learned counsel for the petitioner submitted that the petitioner offering various courses which comes under their Trust. It is the further submission of the petitioner that the respondents have no authority to compel the petitioner to share the seats by fixing a quota. It is also submitted that there were Memorandum of Agreement dated 16th April 2015 entered into between the petitioner and the respondents, wherein it was agreed that the petitioner has to allot seats not less than the number of seats allotted during the academic year 2014-2015. In the academic year 2014-2015, the petitioner's Trust had surrendered 35% of seats of total intake. However, for the forth coming academic year 2025-2026, the respondents have included 50% of the seats in the prospectus, which is in contravention to the Memorandum of Agreement, dated 16th April 2015. This conduct is contrary to the Judgment of the Hon'ble Supreme Court of India in ***T.M.A.Pai Foundation vs. State of Karnataka*** reported in ***(2002) 8 SCC 481*** and the decision of the Seven-Judge Bench in ***P.A.Inamdar and others vs. State of Maharashtra and others*** reported in ***(2005) 6 SCC 537***. Hence prayed to interfere with the same.

3. Per contra, the above contention was strongly objected by the learned Additional Government Pleader (Pondicherry) and submitted that the

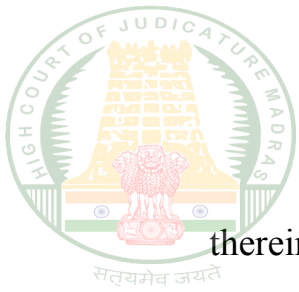


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respondents have already published the Prospectus/brochure, allotting 50% of the seats in the petitioner institution as government quota seats. It is further submitted that the rationale behind this allocation, is to ensure equitable access to professional education, particularly for students from economically and socially disadvantaged backgrounds. The inclusion of 50% of the petitioner's seats under the Government quota is said to be in line with the policy framework adopted by the Government of Puducherry. Therefore, it is contended that such a policy decision, under the limited scope of judicial review, may not interfered. It is further contended that the petitioner commenced its courses based upon the Essentiality Certificate issued by the respondents, by and which the petitioner had agreed to allocate 50% of the seats. Hence, the petitioner cannot now claim that the allocation of 50% of the seats under the government quota is in contravention of the Judgments of the Hon'ble Supreme Court.

4. The learned Additional Government Pleader also relied upon the orders passed by this Court in W.P.No.27311 of 2024 dated 29.11.2024 wherein it was held that once the petitioner has availed the benefits under the Essentiality Certificate, they are bound by the terms and conditions contained



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therein. It is further contended that the reference to 35% seat sharing in the Memorandum of Agreement dated 16th April 2015 represents only a minimum threshold. Therefore, the stipulation of 50% seat sharing by the respondents, based upon the Essentiality Certificate is well merited and does not require any interference by this Court.

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

6. Though the petitioner has initially raised serious objection in respect of allocation of 50% of the seats in the institutions run by the petitioner Trust namely, Indirani College of Nursing, Sri Venkateshwara College of Pharmacy, and Sri Venkateshwara College of Paramedical Sciences, which offer various courses, the learned counsel has now restricted the prayer solely to the B.Pharm course offered by Sri Venkateshwara College of Pharmacy, and the B.P.T. course offered by Sri Venkateshwara College of Paramedical Sciences. With regard to the other courses, the learned counsel, upon instructions, submitted that the petitioner would abide by the 50% seat-sharing arrangement as already accepted under the terms of the Essentiality Certificate. Therefore,



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now the issue narrow down to consider the question of 50% seat sharing in respect of B.Pharm degree offering by Sri Venkateshwara College of Pharmacy, and B.P.T degree offering by Sri Venkateshwara College of Paramedical Sciences, is in accordance with law.

7. The main contention put forth by the learned counsel for the petitioner is that, as per the Memorandum of Agreement dated 16th April 2015, the petitioner had agreed to allot not less than the number of seats that were surrendered to the Government of Puducherry for admissions through CENTAC during the academic year 2014–2015. It is not in serious dispute regarding the specified percentage qua 35% of seats that were allotted under the government quota in the year 2014-2015. But it is the contention of the Government that the 35% seat sharing referred to in the 2014-2015 Agreement represents only a minimum threshold, and that they are well within their rights to increase the quota to 50%. In support of this claim, the Government very much relies upon the Essentiality Certificate issued for the commencement of the respective courses.

8. While perusing the Essentiality Certificates relied upon by the



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respondents, dated 24.06.2022, 16.09.2022, and 12.07.2023, it is evident that they do not deal about the B.Pharm and B.P.T.degree courses. These certificates relate only to other courses, in respect of which the petitioner has raised no grievance and has expressed no objection of sharing 50% of the seats under the government quota. The petitioner's concern is confined solely to the B.Pharm and B.P.T. degree programmes.

9. As per the Judgment of the Hon'ble Supreme Court in ***P.A.Inamdar*** case cited supra, particularly in paragraph 128, has held that the fixation of the percentage of quota is to be read and understood as a consensual arrangement which can be reached between unaided Private Professional Institution and the State. For ready reference P.128 is extracted hereunder:

“128.We make it clear that the observations in Pai Foundation in paragraph 68 and other paragraphs mentioning fixation of percentage of quota are to be read and understood as possible consensual arrangements which can be reached between unaided private professional institutions and the State”.

10. Therefore, the learned counsel for the petitioner submitted that not



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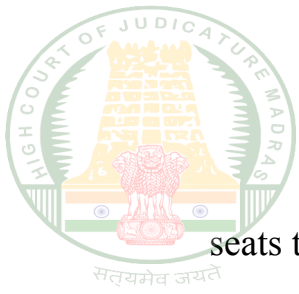
withstanding the existence of the Essentiality Certificate, as per the Judgment in ***P.A.Inamdar's case*** cited supra, any seat sharing arrangement must be based on mutual consent. However in the case on hand, though the petitioner agreed to share 50% of the seats under the Essentiality Certificates for other courses, their contention is that, in respect of the B.Pharm and B.P.T. degrees, a subsequent Memorandum of Agreement dated 16th April 2015 was entered into, wherein they specifically agreed to allot only 35% of the seats to the Government quota, which percentage is not seriously disputed by the respondents. When this Court directed the petitioner to provide data based upon the seat matrix for the academic years 2021-2022, 2022-2023- 2023-2024 and 2024-25, the petitioner submitted the following tabular column showing the number of seats surrendered to the government quota.



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S.No.	Course	Seats surrendered to Government Quota				
		2021-22	2022-23	2023-24	2024-25	2025-26
	Nursing					
1	B.Sc. Nursing	50	50	50	50	50
	Pharmacy					
2	B. Pharm	30	30	30	50	50
3	D. Pharm	-	-	30	30	30
4	DGNM	-	-	10	10	10
5	DANM	-	-	10	10	10
	Paramedical sciences					
6	B.P.T.	10	10	10	25	25
7	B.Sc. (MRIT)	-	-	10	10	10
8	DCCT	-	-	5	5	5
9	DDT	-	-	5	5	5
10	D. (MIT)	-	-	10	10	10
11	B.Sc. Optometry	-	-	-	10	10
12	B.Sc. OTIT	-	-	-	10	10
13	B.Sc. (cathlab Technology)	-	-	-	10	10
14	B.Sc. (A&E care technology)	-	-	-	10	10
15	BMLS	-	-	-	-	25

11. It is submitted that the total intake for both the B.Pharm and B.P.T. courses is not in serious dispute. The petitioner has an approved intake of 100 seats for B.Pharm and 50 seats for B.P.T. Based on the agreed 35% allocation, this amounts to 35 seats for B.Pharm and 17.5 seats for B.P.T., which has to be rounded off to 18 seats. The petitioner has no objection to surrendering these



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seats to the Government quota.

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12. But in the case in hand, for the academic year 2024-2025, the petitioner has agreed to share 35% of the seats, viz., 35 seats for B.Pharm and 18 seats for B.P.T. What is mandated under the judgment of P.A. ***Inamdar's case (cited supra)*** is a consensual arrangement. According to the learned Additional Government Pleader, the 35% of seats referred to under the Memorandum of Agreement dated 16.04.2015, is the minimum threshold. In that background, we look at the conduct of the petitioner. As rightly submitted by the learned Additional Government Pleader, though there is a reference to 35% under the Memorandum of Agreement dated 16.04.2015, by their subsequent conduct, they agreed to enhance the seat sharing under consensual arrangement to the level of 50%, which reflects upon the seat matrix for 2024-2025.

13. Here, admittedly, apart from the Memorandum of Agreement (MOA) dated 16th April 2015, the respondents have not produced any scrap of papers to substantiate their claim of entitlement to 50% of the seats. As per the above Memorandum of Agreement seat sharing for every year should be based



on the mutual agreement. As already observed under the Judgment in **P.A.Inamdar's case** cited supra, the seat sharing, as far as possible, must be based on a consensual arrangement. The petitioner has already agreed to provide 35% of the seats, which comes to 35 seats in the B.Pharm course, and 18 seats in the B.P.T degree. Therefore, the reference in the prospectus in respect of the above two courses to 50 seats for B.Pharm and 25 seats for B.P.T under the Government quota is in clear contravention of the terms of the Memorandum of Agreement. Further, though the petitioner has expressed their stand of 35% seat sharing, without opting to have mutual agreement, that unilateral inclusion of 50%, is in contravention to Memorandum of Agreement and the Hon'ble Apex Court's judgment.

14. Therefore, this Court is of the firm view that, in the absence of any contract or statutory binding, the question of compelling the Minority Institution to surrender 50% of the seats for Government Quota in contravention to the Memorandum of Agreement dated 16th April 2015, is contrary to law. Accordingly, this Court would like to interfere in the respondents' prospectus for the academic year 2025-2026 as against the seats matrix relating to the B.Pharm and B.P.T. Degree courses alone. Accordingly,



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over and above 35 seats for B.Pharm, and 18 seats for B.P.T., find in the impugned prospectus are quashed. In other respects, this Writ Petition stands dismissed. However, it is made clear that if any admissions have already been made for the academic year 2025-2026 over and above the 35% seats, notwithstanding this order, the same are protected. This Court makes it clear that this order will in no way bar to both the parties to arrive at mutual agreement for 2025-2026 academic year.

15. With the above observations, the Writ Petition is partly allowed. No costs. Consequently, the connected miscellaneous petitions are stand closed.

26.08.2025

ssi/kv

Index : Yes

Speaking Order : Yes /No

Neutral Citation Case: Yes/No

To:

1. The Under Secretary to Government (Health),
The Directorate of Health and Family Welfare Services,
Government of Puducherry,
Chief Secretariat, Puducherry.

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2.The Coordinator,
Centralized Admission Committee (CENTAC),
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C. KUMARAPPAN, J.

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