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W.P.No.39606 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 20.11.2025

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THE HONOURABLE Mr.JUSTICE N. ANAND VENKATESH

W.P.No.39606 of 2025

Dr.Vidhya.T

.. Petitioner

Vs.

1.The Dean
Government Mohan Kumaramangalam
Medical College And Hospital
Salem, Tamilnadu 636001

2.The Registrar
Dr.MGR Medical University
No.62 Anna Salai, Guindy
Chennai 600032.

3.The Medical Council of India
Room No.354 DGHS
Ministry Of Health And Family Welfare
Niraman Bhawan, Delhi 110011

.. Respondents

Writ Petition filed under Article 226 of the Constitution of India praying for issuance of a writ of mandamus directing the respondents, particularly, respondents 1 and 2 to return all the original documents entrusted by the petitioner at the time of admission for the M.D.(Forensic Medicine) Course at Government

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Mohan Kumaramangalam Medical College and Hospital, Salem Tamil Nadu for the academic year 2024-2025.

For Petitioner : Mr.C.Johnson

For R1 : Mrs.M.Sneha

For R2 : Mr.G.Arumugam, Standing Counsel

For R3 : Mrs.Shubharanjani Ananth, Standing Counsel

ORDER

This writ petition has been filed for the issue of a writ of mandamus directing the respondents, in particular, respondents 1 and 2, to return the original documents entrusted by the petitioner at the time of admission of M.D. (Forensic Medicine) at Government Mohan Kumaramangalam Medical College and Hospital, Salem, for the academic year 2024-2025.

2. When this writ petition came up for admission on 28.10.2025, this Court passed the following order:

“This writ petition has been filed for issue of a writ of mandamus directing the first and second respondents to return all the original documents that were given by the petitioner at the time of admission for the M.D.(Forensic Medicine) Course at the first respondent College and Hospital.

2. Heard the learned Government Advocate for the first respondent, learned Standing Counsel for the second respondent and the learned Standing Counsel for the third respondent.



3. The case of the petitioner is that the petitioner applied for 2024 NEET PG Entrance Examination for M.D/M.S Course. The petitioner obtained sufficient marks and made herself eligible to participate in the Tamil Nadu Medical Counselling during 2024-2025. During counselling, the petitioner was allotted with PG Course in the first respondent College. At the time of admission, the petitioner also paid a sum of Rs.68,000/- towards college fee to the first respondent College on 28.02.2025. The petitioner, at the time of admission, entrusted all the original certificates with the first respondent.

4. The petitioner's mother had a fall and as a result, she suffered spinal cord complications and was unable to move on her own. The petitioner being the only daughter had to take care of her mother. Hence, the petitioner was not in a position to join the course. The petitioner submitted a representation before the first respondent seeking for return of all the original documents entrusted by the petitioner at the time of admission for M.D course (Forensic Medicine) at the first respondent College. Since the same was not considered, the present writ petition has been filed before this Court.

5. The learned Government Advocate for the first respondent submitted that the petitioner is bound by the prospectus which specifically provides at Clause 24(b) that the All India Quota candidates who discontinue the course on or after the stipulated date specified by All India Quota counselling should pay the discontinuation fees besides foregoing tuition fees already paid by them. It is stated that discontinuation fees will be Rs.15 Lakh. The learned Government Advocate submitted that the petitioner was repeatedly asked to come and join the first respondent College but she did not join. Therefore, if the petitioner wants her original certificates to be returned back, she has to pay the discontinuation fee to the first respondent and on such payment, the original certificates will be returned.

6. The learned counsel for the petitioner submitted that the first respondent cannot withhold the original certificates on the ground that the petitioner did not pay the discontinuation fee and the first respondent does not have any such right. The learned counsel for the petitioner seeks for a week's time to make his submission by producing relevant judgements before this Court. Post the writ petition under the cause list caption 'FOR ORDERS' on



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04.11.2025.”

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3.Pursuant to the above order, the matter was listed for hearing on 11.11.2025 and this Court passed the following order :

“Pursuant to the earlier order passed on 04.11.2025, the matter was listed for hearing today to hear the learned Special Counsel appearing on behalf of the 1st respondent. The learned Special Counsel submitted that the order passed in WP No.19482 of 2017 dated 31.01.2023 relied upon an earlier order passed in the case of Dr.S.Rajesh. The learned counsel submitted that the order will not have any bearing in the present case since that case pertains to execution of a bond and the condition imposed. That apart, the learned counsel also placed reliance upon the judgement of the Division Bench in a batch of cases in WA No.799 of 2019 dated 06.10.2020 where the Division Bench has dealt with the scope of the order passed in Rajesh case and has held that the lien on the certificates is a matter that has to be independently gone into based on the contract between the parties where the candidate has agreed for such a condition and in which case, the candidate will be bound by it.

2.The learned Special Counsel also brought to the notice of this Court clause 24 (c) of the Prospectus which specifically provided that unless and otherwise the discontinuation fees as penalty amount is paid by the candidate, the candidate will not be relieved and the original certificates produced by the candidate at the time of admission will be retained by the concerned institution. The learned counsel submitted that the petitioner was bound by such a condition in the prospectus. The petitioner cannot attempt to wriggle out of that obligation.

3.The learned counsel for the petitioner shall make his submissions on the above grounds that has been raised on the side of the respondents.

4.Post this case under the same caption on 13.11.2025.”



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4. In the considered view of this Court, the reliance placed by the learned counsel for the petitioner on the judgment of the Division Bench dated 06.10.2020 in W.A.No.799 of 2019 etc. batch, will not in any way help the petitioner, since it is a case pertaining to execution of bond. There are two other orders upon which the learned counsel for the petitioner placed reliance. One order is the order passed in W.P.No.14840 of 2019 dated 27.06.2019. The other order is in W.P.No.19482 of 2017 dated 31.01.2023.

5. The above two orders will not have any bearing on the facts of the present case, since, in the case in hand, this Court is dealing with the prospectus that was issued in the year 2024. This prospectus contained a specific clause for the retention of original certificates, unless the candidate pays the discontinuation fee. For proper appreciation, Clause 24 of the prospectus issued for 2024-2025 session is extracted hereunder :

“24.(a) The Tuition Fee paid at the time of downloading provisional allotment order is not refundable, if the candidate discontinues the course beyond the resignation period as stipulated by State Selection Committee.

(b) The All India Quota candidates who discontinue the course on or after the stipulated date specified by All India Quota counselling should pay the Discontinuation Fees besides foregoing tuition fees already paid by them as specified in below to the Dean of the respective College, the sum as specified below in total by means of a Demand Draft drawn in favour of



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“The Secretary, Selection Committee, Kilpauk, Chennai-10”, payable at Chennai.

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(SUBJECT TO CHANGE AS PER THE GUIDELINES OF DGHS/MCC NORMS & COURT ORDERS)

(c) The State Quota candidates who joined and discontinue the course after the resignation period as stipulated by Selection Committee should pay the Discontinuation Fees besides foregoing tuition fees already paid by them as specified below to the Dean of the respective College, the sum as specified below in total by means of a Demand Draft drawn in favour of ‘The Secretary, Selection Committee, Kilpauk, Chennai-10’, payable at Chennai.

Discontinuation fees for

P.G.Diploma Course - Rs.10lakh

P.G.Degree Course - Rs.15lakh

Unless the aforesaid discontinuation fee as penalty amount is paid in total, the candidates will not be relieved and original certificates produced by the candidates at the time of admission will be retained by the concerned institutions.”

6.It is clear from the above Clause that unless and otherwise the discontinuation fee as penalty is paid in total, a candidate cannot get back the original certificates, which was handed over to the institution at the time of admission.

7.Learned counsel for the petitioner brought to the notice of this Court



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Clause 29 of the prospectus, which also deals with the discontinuation of the Course by a candidate, in which clause, there is no stipulation of withholding the original certificates.

8.Clause 24 is a general clause, which is applicable to both State quota candidates and All India quota candidates. Whereas, Clause 29 of the prospectus deals with the situation after round-1, round-2, round-3 (mop up) and stray round counselling is completed. In other words, Clause 29 has to be necessarily read with Clause 25 to 28 of the prospectus. It cannot be read independently. In the case in hand, what stares at the petitioner is Clause 24, which provides for the retention of the original certificates, if the discontinuation fee is not paid.

9.It is now too well settled that prospectus is an agreement between the parties and both parties will be bound by the terms of prospectus and they cannot wriggle out of the same. Therefore, till the above Clause 24 remains in the prospectus, a candidate will be bound to pay the discontinuation fee, in order to enable the candidate to get back the original certificates.

10.When the above was pointed out to the learned counsel for the petitioner,



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the learned counsel for the petitioner sought for amending the prayer by challenging the relevant clause.

11.In the considered view of this Court, rather than amending the prayer, it will be more appropriate for the petitioner to challenge the relevant clause, if so advised, by filing an independent writ petition. Such liberty is granted to the petitioner.

12.In the light of the above discussion, no further orders can be passed in the present writ petition and this writ petition stands disposed of. No costs.

20.11.2025

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Index : Yes/No

Neutral Citation : Yes/No



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N. ANAND VENKATESH, J.

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