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WA No. 3489 of 2025



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 14-11-2025

CORAM

**THE HONOURABLE MR JUSTICE S. M. SUBRAMANIAM
AND
THE HONOURABLE MR.JUSTICE MOHAMMED SHAFFIQ**

WA No. 3489 of 2025

1. The State of Tamil Nadu, Rep. by the
Additional Chief Secretary to Government,
Health and Family Welfare Department,
Chennai -600 009.

2. The Director,
Directorate of Medical Education and Research,
College Road, Chennai -600 006.

3. The Secretary,
The Selection Committee, Directorate of Medical
Education and Research, No. 162 Periyar E.V.R.
High Road, Kilpauk, Chennai -600 010.

Appellant(s)

Vs

1. Shilpa Suresh S,
D/o. K.Suresh, Aalikkanvilai Veedu,
Anucodu, Kollemcodu PO, Kollangodu
Kanyakumari -629 160.

2.The Dean,
Madha Medical College and Research Institute ,



Kundrathur Main Rd, Kovur (Near Porur),
Chennai -600 128.

Respondent(s)

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PRAYER

To set aside the Order dated 13.11.2025 passed in W.P.No.44306 of 2025 on the file of this Court, Madras and allow the Writ Appeal and pass such further or other order as this Court may deem fit and proper in the circumstances of the case and thus render justice.

For Appellant(s): Mrs.M.Sneha
 Special Counsel

For Respondent(s): Mrs.Abisha Isaac
 for Ms.H.Mary Sowmi Rexi
 for M/s.Isaac Chambers for R1

ORDER

(Order of the Court was made by Mohammed Shaffiq J.)

Present writ appeal is filed by State Government, aggrieved by the order of the learned Judge, whereby respondents were directed to permit the petitioners in the writ petition to join 2nd respondent college in terms of a allotment in Round 3 counselling of Tamil Nadu State MBBS NEET UG 2025 – 2026 by accepting specified fee of Rs.15 lakhs, after finding petitioner had not paid the fees by 12 noon 08.11.2025 i.e., time fixed in terms of communication dated 25.10.2025 to pay the fees for being allotted a seat to the medical course.



2. For ease of reference parties shall be referred to in terms of their ranks in the writ petition.

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3. Brief facts:

3.1. Petitioner appeared for NEET UG 2025-26 and obtained a score of 251. On 06.06.2025, third respondent Selection Committee issued a Prospectus for admission to MBBS course 2025-26 for State of Tamil Nadu. Petitioner applied under minority quota for both Government quota counselling and management quota counselling. Petitioner was allotted a seat in the fourth respondent college under minority quota in the third round of counselling. Counselling is set to have taken place between 30.10.2025 to 01.11.2025 and provisional list was published on 03.11.2025. It is relevant to note that in terms of notification dated 25.10.2025, after the publication of results, it was required that the candidates have to download the allotment order and report before the concerned college by 08.11.2025.

3.2. Petitioner were to pay a sum of ₹15 lakhs as fees for admission to the fourth respondent college. It was found by the learned Judge that petitioner's mother had to take a lot of effort to muster the above amount,



apparently by pledging gold jewels, and that she was able to mobilise funds

only on 08.11.2025 i.e., date fixed for downloading allotment order after

payment of fee.

4. Learned counsel for the 3rd respondent would submit that petitioner would have to pay fees on or before 12 noon on 08.11.2025 in terms of communication dated 25.10.2025, on such payment the petitioner would be permitted to download the allotment order. Admittedly petitioner was unable to meet the deadline in terms of making the payment consequently was not granted rather denied access to download the allotment order.

4.1. It was further submitted that if a candidate reaches Round 3 counselling and allotted a seat but for any reason doesn't join the allotted college, the said candidate shall be rendered ineligible for being considered in stray vacant round. As a matter of fact it was submitted that pursuant to completion of third round counselling, stray vacancy round contemplated in terms of the prospectus was also called for vide online notification dated 11.11.2025.

4.2. It was further submitted prospectus are binding on the college and



the applicants / candidates. Time lines set out in the prospectus and notification / communication issued pursuant thereto are binding, failure to adhere to the time lines would result in the candidate losing its right and next candidate being eligible for consideration for allotment of a seat. Courts ought to exercise restraint in relaxing conditions including time lines fixed in terms of and pursuant to the prospectus. Relaxation by Courts of the terms of admission in the prospectus and notification / communication issued pursuant thereto may well distort the selection process and may open up flood gates of litigation. Thus, the above course ought to be avoided.

5. To the contrary, learned counsel for the petitioner would submit that the petitioner was not able to pay the stipulated fees on or before 12 noon of 08.11.2025 as informed vide notification dated 25.10.2025 only due to the fact that the petitioner's mother, had only passed 10th standard while her father is a daily wage employee, thus were unable to comprehend / understand the technicality involved in admission process including payment of fees. She would submit that the petitioner's parents had mobilised the funds for payment of fees on 08.11.2025, though after the time line of 12 noon as fixed in terms



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of the notification / communication dated 25.10.2025. She would submit that being an admission to a medical course, it is only desirable that petitioner be permitted to join the course and would submit no interference is warranted with the order of the learned Judge, else a less meritorious student would step in place of petitioner. It is also submitted by the learned counsel for the petitioner that payment for the third round of counselling was to be made through RTGS only in seven banks, namely Indian Overseas Bank, Union Bank of India, State Bank of India, Bank of Baroda, Canara Bank, Indian Bank and HDFC Bank. It was submitted that the only bank account petitioner's mother was holding was with Tamil Nadu Mercantile Bank and would submit that by the time petitioner's mother was able to muster the funds, she was unable to transfer to the seven notified banks within the time lines fixed vide notification / communication dated 25.10.2025. It was submitted that failure to comply with the time limit was not intentional but only due to the fact that they were unable to do so in view of the economic challenges faced by the petitioner and her parents. She would also submit that 08.11.2025 happens to be the second Saturday and therefore, the bank was not functioning.



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6. We have considered the rival submissions.

7. Before proceeding further it may be necessary to take a look at relevant clauses of prospectus, the same is extracted hereunder:

“(b) Candidates are deemed to have read, agreed and accepted this prospectus and the terms and conditions of the counselling mentioned in this prospectus for Tamil Nadu State 2025 - 2026 UG (MBBS / BDS) Counselling on completing the online submission of application form.

.....

(f) All payments including the Security Deposit & Tuition fee will be forfeited if a candidate who has been allotted a seat in the Round 3 or subsequent rounds and does not join the respective institution. Also, the Security Deposit will be forfeited if the admission gets cancelled due to any reason. E.g. in case the candidate gives wrong information at the time of registration on the basis of which a seat may be allotted and later cancelled by the Admission Authorities at the time of reporting or fails to produce the required documents at the time of admission (within stipulated time).

.....



2. GLOSSARY OF TERMS:

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14. *Allotment* : Refers to a candidate being allotted a seat based on his choice preferred and on the basis of Merit & Rule of Reservation. Allotment does not confer the rights on the seat unless the candidate pays the prescribed Tuition Fees and downloads the Allotment order within the stipulated time and also joins the institution within the specified period.

15. *Allotment Order* : Refers to the Provisional Allotment Orders issued by the Selection Committee which the candidate downloads from the website after payment of necessary Fees. This order is necessary for joining the allotted institute. Candidate will not be allowed to join the course without genuine allotment order.

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19. *Free Exit* : Refers to candidate having free choice in quitting/not joining their allotted course in Round 1 before the stipulated date without any adverse condition upon them. This contrasts with provisions like Forfeiture of Fees & Security Deposit or Discontinuation Fee or debarment from Participation in counselling which a candidate has to face (as the case may be) if he/she quits or not join the course after the stipulated date in Round 1 or any time after allotment in subsequent rounds.



.....

22. Not Joined : Refers to the candidate who after being allotted has not joined the institution. In round 1 and 2. Not-Joined status offers free exit. But after Round 2 Not-Joined status results in Forfeiture of Security Deposit and tuition fees paid (If any).

In Stray rounds or Subsequent rounds (if any) if the candidate downloads allotment order, candidate is considered as joined. If after allotted he does not download allotment order he/she is will not be eligible to participate in further rounds of counselling and next academic year counselling in addition to forfeiture of Security Deposit & Tuition Fees (if any) .

Note : The Fee structure for NRI lapsed seats is different & Higher than that of regular MQ seats

15. ROUNDS OF ONLINE COUNSELLING:

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NOT ELIGIBLE CANDIDATES FOR ROUND 3:

.....

(e) If a candidate is allotted during State Round 3, he/she will have to join the allotted college. Allotted candidates during Round 3 will not be eligible for subsequent State Stray Vacancy round.”



8. From a reading of the above clauses in the prospectus, the following position emerges:

(a) Candidates are deemed to have read, agreed and accepted the terms and conditions of the prospectus including those relating to counselling.

(b) Candidate allotted a seat in Round 3 or subsequent rounds does not join the institution, candidate will not be eligible for subsequent stray vacancy round and would also result in forfeiture of security deposit.

(c) There appears to be a marked difference in the consequence that follow a candidate exiting after round 1 and 2 when contrasted with in exit in round 3 and thereafter. While candidate exiting round 1 and 3, is permitted a free exit without forfeiture. However, exit in round 3 and thereafter is not free and would result in forfeiture. This is a policy decision of the state of Tamil Nadu with regard to admission to MBBS / BDS degree courses.



9. It appears to us that it is beyond the pale of any doubt that once a candidate fail to pay fees within the time limit, candidate would lose her right of allotment and render candidate ineligible for consideration in stray vacancy round, apart from deposit being forfeited.

10. Against this background two questions may arise for consideration, viz.,

(a) whether prospectus are binding and if it is permissible for the courts to relax the terms of prospectus;

(b) whether considering the predicament faced by the student it is open for this Court to relax the conditions in the prospectus on sympathetic grounds.

11. It is trite that prospectus are binding and may well have the force of law. The Principle that the prospectus is binding on all persons concerned has been laid by the Supreme Court in *Punjab Engineering College, Chandigarh v. Sanjay Gulati*¹. Following the same, a Division Bench of this Court has also observed in *Dr. Rathnaswamy, A. v. Director of Medical*

1. AIR 1983 SC 580



*Education*², that the rules and norms of the prospectus are to be strictly and solemnly adhered to. The same view is also taken by another Division Bench of this Court in *Nithiyan, P. and S.P.Prasanna v. State of Tamil Nadu*.³

12. It may also be relevant to refer to a Full Bench Judgment of the High Court of Punjab and Haryana in the case of *Amardeep Singh Sahota v. State of Punjab*⁴, wherein, it was held that prospectus issued for admission to a course, has the force of law and it was not open to alteration; eligibility for admission to a Course has to be seen according to the prospectus issued before the Entrance Examination and that the admission has to be made on the basis of instructions given in the prospectus, having the force of law; Thus, it is settled law that the provisions contained in the information brochure for the Common Entrance Test 1997 have the force of law and have to be strictly complied with. No modification can be made by the Court in exercise of powers under Article 226 of the Constitution of India. It is thus clear that the petitioners having failed to pay fees within the time lines in terms of the

2. 1986 WLR 207

3. 1994 WLR 624

4. (1993) 4 SLR 673



prospectus and notification / communication issued pursuant thereto, cannot claim relaxation of the terms of prospectus as a matter of right.

13. While coming to second question as to whether this Court could relax the condition on the basis of sympathy we are afraid the answer is got to be in the negative. Learned counsel for the petitioner, in response, placed reliance on the judgement of the Supreme Court in the case of *S.Krishna Sraddha Vs. State of Andhra Pradesh and Others*⁵, and in particular laid emphasis on paragraph 13, which reads as under:

“13. In light of the discussion/observations made hereinabove, a meritorious candidate/student who has been denied an admission in MBBS course illegally or irrationally by the authorities for no fault of his/her and who has approached the Court in time and so as to see that such a meritorious candidate may not have to suffer for no fault of his/her, we answer the reference as under:

13.1. That in a case where candidate/student has approached the court at the earliest and without any delay and that the question is with respect to the admission in medical course all the efforts shall be made by the court concerned to dispose of the proceedings by giving priority and at the earliest.”

14. On a reading of the above paragraphs, it would be clear that, Apex Court was dealing with a case where admission was denied illegally and

5. (2020) 17 SCC 465



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irrationally by the authorities and the candidate was not at fault. Learned counsel for the petitioner has not been able to point out as to how the denial of the admission is either illegal or irrational nor the learned Judge found the denial of admission is either illegal or irrational. Importantly, the predicament which petitioner finds herself is only due to reasons attributable to non-compliance at her end. To the contrary, the learned Judge in fact found as a matter of fact that there has been a non-compliance with the deadline set out in the notification as well as prospectus. Having found so, the learned Judge had only on the premise that a less meritorious student would get a seat, proceeded to direct that admission be granted to the petitioner. We are not able to concur with the view of the learned Judge for it would virtually amount to rewriting of prospectus, which we are afraid is an excess of the power of judicial review under Article 226 of the Constitution of India.

15. Sympathetic though we are inclined to the candidate's plight prospectus being binding sympathy may not confer power on this Court to either relax the terms of prospectus or to direct respondent college to allot her a seat in derogation of the terms of the prospectus. Sympathy we are afraid



cannot give any succour / relief to the petitioner⁶. We also concur with the

submission by the learned counsel for the respondent that relaxation of the condition/clause in prospectus would distort the entire scheme of selection and impair the rights of other candidates in waiting. A consequence which ought to be avoided.

16. In this circumstances, this Court is inclined to set aside the order of the learned Single Judge and Writ Appeal stands allowed. If there is any avenue possible for the petitioner to stake claim at this stage in terms of prospectus it is open to the petitioner to avail of the same, which shall be considered by the concerned respondent in accordance with the prospectus and the notification / communication issued pursuant thereto. Consequently, the connected miscellaneous petitions, if any, are closed. No costs.

(S.M.SUBRAMANIAM J.) (MOHAMMED SHAFFIQ J.)

14-11-2025

gd/spp

Index:Yes/No

Speaking/Non-speaking order

Internet:Yes

Neutral Citation:Yes/No

6. (2022) SCC 729; (2023) 2 SCC 322



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To

1. Shilpa Suresh S,
D/o. K. Suresh, Aalikkanvilai Veedu,
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2. The Dean,
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**S.M.SUBRAMANIAM J.
AND
MOHAMMED SHAFFIQ J.**

gd/spp

W.A. NO.3489 OF 2025

14.11.2025