



W.P.(MD) No.21124 of 2025

WEB COPY BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 04.08.2025

CORAM:

THE HONOURABLE MR.JUSTICE C.SARAVANAN

**W.P.(MD) No.21124 of 2025
and
W.M.P.(MD) Nos.16337 and 16338 of 2025**

G.Marimuthu

... Petitioner

/vs./

- 1.The State of Tamil Nadu,
rep by the Additional Chief Secretary,
Health and Family Welfare (B1) Department,
Secretariat,
Chennai 600 009.
- 2.The Director of Public Health and Preventing Medicine,
Teynampet,
Chennai 600 006.
- 3.The Director of Medical Education and Research,
Directorate of Medical Education and Research,
Thanjavur Medical College,
Thanjavur.
- 4.The Dean,
Thanjavur Medical College,
Thanjavur District.



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5.The District Collector,
Pudukkottai,
Pudukkottai District.

6.The Tashildhar,
Pudukkottai,
Pudukkottai District.

... Respondents

PRAYER: Writ Petition filed under Article 226 of the Constitution of India for issuance of Writ of Certiorarified Mandamus, calling for the records relating to the impugned order passed by the 4th respondent in Ref.No.8220/E2/2011 dated 04.01.2019 and the consequential impugned order passed by the 6th respondent in his proceedings in Na.Ka.No.Aa8/6252/2022 dated October, 2022 and the consequential impugned order passed by the 3rd respondent in his proceeding in Na.Ka.No.8220/Ni.2/2011 dated 29.11.2024 and the consequential impugned order passed by the 6th respondent in his proceeding in Na.Ka.No. Aa8/6252/2022 dated 30.05.2025 and quash the same as illegal, arbitrary and consequently directing the respondents to quantify the contractual amount payable by the petitioner along with applicable interest from the date of demand till the date of remittance and to refund any excess amount paid in pursuance of the bond executed by the petitioner with applicable interest, within a time frame fixed by this Court.

For Petitioner : Mr.D.Kirubakaran for
M/S.B.Saravanan Associates

For Respondents : Mr.P.T.Thiraviam
Government Advocate



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ORDER

Mr.P.T.Thiraviam, learned Government Advocate takes notice for the respondents.

2.The petitioner, an Assistant Surgeon in the Government Hospital, Pudukkottai, got selected for Super Speciality Course in D.M.Cardiology at Madurai Medical College, Madurai.

3.At the time of pursuing the aforesaid course, the petitioner was required to execute a bond undertaking to pay a sum of Rs.10,00,000/-, in case, the petitioner fails to rejoin duty. The petitioner pursued the aforesaid Super Speciality course between 2005 and 2008. Thereafter, the petitioner joined duty and thereafter, stopped reporting duty with effect from 21.09.2011.

4.Under these circumstances, the petitioner was departmentally proceeded and removed from service on 06.10.2018 on account of the unauthorized absence from 21.09.2011.



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5.It is in this background, the fourth respondent had earlier issued a notice on 04.01.2019, wherein, the petitioner was called upon to pay a sum of Rs. 31,74,719/- for his absence for the remaining period of service.

6.The learned Government Advocate for the respondents submits that the aforesaid amount has been calculated at 13% per annum from the date of default.

7.The learned counsel for the petitioner, on the other hand, would submit that the interest component is payable only from the date of demand notice ie., from 04.01.2019 and that the petitioner has already paid Rs.17,24,875/- between 31.05.2023 and 29.05.2025.

8.In this connection, the learned counsel for the petitioner has placed reliance on the decisions of this Court rendered in W.P.(MD) No.12167 of 2022 (***Dr.Hema Duraichamy Vs. The Director of Medical Education and another***) dated 13.09.2022 and in W.P.(MD) Nos.28759 of 2022 and 21206 and 20452 of 2023 (***P.Arun Prasath Vs. The Director of Medical Education and others***), dated 19.09.2023.



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9.A reference is made to para 5 to para 8 of the said order, dated 19.09.2023, which reads as under:-

“5.Further a perusal of records establishes that the bonds were executed by the petitioner in both the instances, ie., while pursuing M.D., and D.M., respectively. It is quite clear in terms of conditions, that the petitioner is entitled to pay an amount of Rs.10 lakhs + Rs.25 lakhs only from the date of demand, in default to continue in service with the Government and the matter is no more res-integra. This Court has already dealt with similar issue in WP(MD)No.12167 of 2022 and has passed favourable orders to the petitioner therein. The relevant portion is extracted hereunder.

“6.It is true that the writ petitioner was admitted for M.S. Ophthalmology P.G. Course under the service quota. She was therefore obliged to execute a bond. On 25.11.2010 the writ petitioner executed the bond in which the following condition was incorporated:-

“AND WHEREAS the Party of the First Part have also agreed that on successful completion of the Higher Speciality course / M.S.Ophthalmology Post Graduate Degree / Diploma / MDS / 6 years M.Ch. Neuro Surgery course – his / her certificates relating to higher speciality course / M.S.Ophthalmology Post Graduate Degree / Diploma / MDS / 6 years M.Ch. Neuro Survey course will not be given to the Party of the First Part unless the Party of the First Part successfully completes the bond period of Superannuation years or pay to the Governor of Tamil Nadu his successors



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and assignees (hereinafter called “ The Government ”) on demand the sum of Rs. 10,00,000/- (Rupees Ten Lakhs only) and on such default together with interest at Government rates thereon from the date of demand on the said amount. The Party of the first Part Dr.D.Hema of his / her legal heirs, executors and administrators shall forthwith pay to the Government on demand the said sum of Rs.10,00,000/- (Rupees Ten Lakhs only) together with interest from the demand at Government rate in force on Government Loan.”

7. It is also beyond dispute that the writ petitioner failed to comply with the bond condition. As per the bond condition, the petitioner was obliged to serve the Government of Tamil Nadu till she attains the age of superannuation. The petitioner would attain the age of superannuation only in 2040. But she had abandoned the Government service in the year 2016 itself. Therefore, the petitioner was obliged to pay the bond amount. The bond condition is that the petitioner has to pay a sum of Rs.10 Lakhs together with interest from the date of demand till the date of payment. Nowhere it has been stipulated that interest will be calculated for the remaining period of the writ petitioner's service. In the aforesaid decision relied on by the learned Special Government Pleader, I do not find any such proposition as claimed by the respondents. Therefore, the impugned demand is partly quashed and the writ petitioner has to pay the bond amount of Rs.10 Lakhs with interest from the date of demand till the date of payment. This writ petition stands partly allowed.



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6.I am fully in consonance with the decision of the learned Single Judge as discussed supra. I have no hesitation to make an observation that in view of the petitioner abandoning the Government service in the year 2022, he is obliged to pay the bond amount. The said amount has to be paid not for the remaining period of 19 years, 2 months and 14 days, but only from the date of demand i.e., from the date of impugned order 25.08.2023.

7.The learned Senior Counsel fairly conceded the working sheet for bond amount in respect of petitioner, along with impugned order, dated 25.08.2023, that, from Column Nos.1 to 7, a total sum of Rs.25,36,518/- is correct and further the interest calculation with respect to period of nonfulfilment of contractual obligation is incorrect. It has been elaborated in the paragraph No.9 of the counter affidavit about the details of the calculation, as to how the respondents arrived at the quantified amount in the impugned order.

8.In view of the above facts, I hereby quash the impugned orders along with the calculation sheet and thereafter, direct the petitioner to remit a sum of Rs.25,36,518/- (Rupees Twenty Five Lakhs Thirty Six Thousand Five Hundred and Eighteen Only), within a period fifteen days from the date of receipt of copy of this order, failing which, the petitioner will be liable to pay interest @ 12.8% after the lapse of 15 days till the date of payment. On such payment, the second respondent is directed to accept the resignation of the petitioner and relieve him from service forthwith.

9.Accordingly, these writ petitions are allowed. There shall be no order as to costs. Consequently, connected miscellaneous petitions are closed.”

10.The learned Government Advocate for the respondents would submit that the petitioner having violated the terms of bond for regular service is bound to compensate the respondent Government and therefore, the respondents are



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justified in demanding the amounts, pursuant to which, the petitioner has partly paid the amount of Rs.17,24,875/- and that there is a remaining balance of Rs. 14,49,844/- as has been communicated by the Tahsildar/the 6th respondent herein in his proceedings, dated 30.05.2025 bearing Ref.Na.Ka.No.Aa8/6252/2022, wherein it has been stated as follows:-

“தற்போது, மீதமுள்ள ஒப்பந்த பொறுப்புத்தொகை ரூ. 14,74,719/-இல் ரூ.24,875/-ஐ (ரூபாய் இருபத்து நான்காயிரத்து எண்ணூற்று எழுபத்து ஐந்து மட்டும்) வருவாய் வசூல் சட்டத்தின் கீழ் முதல்வர், தஞ்சாவூர் மருத்துவக்கல்லூரி (Dean Thanjavur Medical College) என்ற தலைப்பில் வசூல் செய்யப்பட்டுள்ளது. மேற்படி வங்கி வரைவோலையினை அசலாக இத்துடன் இணைத்து அனுப்பியுள்ளேன் என்பதையும், நாளது தேதிவரை ரூ.17,24,875/-வரை வசூல் செய்யப்பட்டு அறிக்கை அனுப்பப்பட்டுள்ளது என்பதையும், மீதமுள்ள ரூ.14,49,844/- தொகையினை விரைவில் வசூல் செய்து அனுப்பி வைக்கிறேன் என்பதையும் தெரிவித்துக்கொள்கிறேன்.”

11.Relevant portion of the bond, dated 26.12.2005, executed by the petitioner before pursuing the Super Speciality Course in D.M.Cardiology at Madurai Medical College, Madurai, is as follows:-

“Now, *THEREFORE* the obligor Dr.G.MARIMUTHU and I Dr. Thaial Nayaki DGO surety and 2. Dr.N.SALEEM ABDUL KUTHOOS MS., D.Ortho hereby agree that on the obligor Dr.G. G.MARIMUTHU falling to serve with the Govt. of the (not necessity in Government Service) for a period of not less than HillmnSu....fifteen years after completion of Post Graduate Course, the said obligor Dr. G.MARIMUTHU or his/her legal heirs, executors and administrators



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shall forthwith pay to the Government on demand the said sum of Rs. 10,00,000/- (Rupees Ten Lakhs only) together with interest from the date of demand at Government rate for the time being in force on Government Loans.”

12. Reading of the above Clause indicates that if the obligor fails to serve with the Government of Tamil Nadu till the age of superannuation after completion of Post Graduate Course, he/she/his or her legal heirs, executors and administrators shall forthwith pay to the Government on demand the said sum of Rs.10,00,000/- together with interest from the date of demand at the Government rate for the time being in force on Government Loans. Thus, it is clear that the amount is to be paid forthwith from the date on which, there is a breach of the bond executed by the petitioner on 26.12.2005.

13. Admittedly, the petitioner has breached the terms of the bond with effect from 21.09.2011 and was eventually removed from service on 06.10.2018. Therefore, the decisions cited by the learned counsel for the petitioner in the two cases mentioned above are of no relevance.



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14. That apart, the petitioner having executed a bond cannot prevail from the terms and conditions of the bond by approaching the Court under Article 226 of the Constitution of India. Therefore, this Writ Petition is liable to be dismissed and is accordingly dismissed.

15. However, considering the fact that the petitioner, who is a Physician and is rendering service to the public although privately, at best can be given some leniency paying the amount. The petitioner shall pay the aforesaid balance amount within a period of three months from the date of receipt of a copy of this order. No costs. Consequently, connected Miscellaneous Petitions are closed.

Index : Yes / No
Internet : Yes / No
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04.08.2025

To

1. The Additional Chief Secretary,
Health and Family Welfare (B1) Department,
Secretariat,
Chennai 600 009.

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- 2.The Director of Public Health and Preventing Medicine,
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- 3.The Director of Medical Education and Research,
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C.SARAVANAN, J.

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