



114 **IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

CWP-3644-2025

Date of Decision : 03-03-2025

TEK CHAND AND ANOTHER

.....Petitioner(s)

VERSUS

SHREE GURU GOBIND SINGH TRICENTENARY UNIVERSITY

.....Respondent(s)

CORAM: HON'BLE MR. JUSTICE HARSIMRAN SINGH SETHI

Present: Mr. Jagbir Malik, Advocate
 for the petitioners.

HARSIMRAN SINGH SETHI, J. (Oral)

1. In the present petition, the grievance being raised by the petitioners is that though the petitioner No.2 student had taken admission in the year 2020 with the respondent-University but, after the admission and deposit of fees, the petitioner No.2 student did not continue his studies with the respondent-University from the year 2022 to 2024 hence, the respondent-University was liable to refund the fees of the petitioner No.2 student of the 3rd years as well as the final year.

2. Learned counsel for the petitioners submits that for the said grievance, the petitioner No.1 served a legal notice upon the respondent-University dated 21.10.2024, copy of which has been appended as Annexure P-7 and the reply to the aforementioned legal notice was filed by the respondent-University dated 22.11.2024, copy of which has been appended as Annexure P-8, the respondent-University has refused to refund the said fees without giving any cogent reasoning which has led to the filing of the present writ petition.

3. Learned counsel for the petitioner argues that once the petitioner No.2 student has not studied in the respondent-University for the 3rd and the final year, the University has no right to take the fees for the said academic years hence, an appropriate direction be issued to the respondent-University to refund the fees amounting to Rs.3,50,000/- of which the receipts dated 23.06.2022 have been appended as Annexure P-1 and P-2.

4. I have heard learned counsel for the petitioners and have gone through the records of the present case with his able assistance.

5. As per the reply, which has been filed by the respondent-University dated 22.11.2024 (Annexure P-8) to the legal notice dated 21.10.2024 (Annexure P-7), the respondent-University have stated that as per the terms and conditions of the advertisement, the fees was to be deposited by a candidate and the same was not to be refunded even if the candidates leaves the institution midway.

6. Learned counsel for the petitioners has not been able to dispute the said condition of admission of the petitioner No.2 student.

7. Once the petitioner No.2 student had agreed with the terms and conditions while seeking admission in the respondent-University according to which, a student leaves the institution in between, the fees is not to be refunded, the prayer being raised in the present petition is contrary to the terms and conditions to which the petitioner No.2 student had already agreed.

8. Once, the petitioner No.2 student had already agreed to the terms and conditions according to which, the petitioner No.2 student is not entitled for refund after leaving the institution midway, no ground is made

out for the grant of claim as being raised by the petitioners in the present petition.

9. Hence, the present petition stands dismissed.

10. Pending application, if any, also stands disposed of.

03-03-2025

Sapna Goyal

(HARSIMRAN SINGH SETHI)
JUDGE

NOTE: Whether speaking: YES
Whether reportable: NO