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W.A.No.797 of 2026

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 02.04.2026

CORAM :

THE HONOURABLE MR. SUSHRUT ARVIND DHARMADHIKARI,
CHIEF JUSTICE

AND

THE HONOURABLE MR.JUSTICE G.ARUL MURUGAN

W.A.No.797 of 2026
and C.M.P.No.8351 of 2026

The Dean
JKKN Dental College and Hospital,
Natarajapuram,
Kumarapalayam-638 183,
Namakkal District.

Appellant

Vs

1. M.Meena Vignesh
S/o. Meena Kumar,
No.69B, Textile Shop Veethi,
Dharapuram,
Tiruppur-638 656.
2. The State of Tamil Nadu
Rep. by its Secretary,
Ministry of Health and Family Welfare,
Namakkal Kavingar Maaligai,
Fort St. George, Chennai-600 009.
3. The Director
Directorate of Medical Education,
No.162, Periyar E.V.R High Road,
Kilpauk, Chennai-600 010.



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4. The Registrar

Tamil Nadu Dr.MGR Medical University,
No.69, Anna Sali,
Guindy, Chennai-600 032.

Respondents

PRAYER: Appeal filed under Clause 15 of the Letters Patent to set aside the order passed by the learned Single Judge in W.P.No.49758 of 2025, dated 9.3.2026.

For Appellant: Mr.N.Manoharan

For Respondents: Ms.B.N.Sinaga
for R1

Mrs.M.Sneha
Special Counsel
for R2 and R3

Mr. Hari Radhakrishnan
Standing Counsel
for R4

JUDGMENT

(Made by the Hon'ble Chief Justice)

Heard learned counsel for the parties.

2. Challenging the order of the learned Single Judge dated 9.3.2026 passed in W.P.No.49758 of 2025, the fourth respondent



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therein has filed the present writ appeal.

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3. The first respondent/writ petitioner has filed the writ petition to declare clause (6) of the agreement bond dated 11.9.2023 executed by him at the time of admission to the appellant college as null and void and not binding on him, as he discontinued the course. By the impugned order, while rejecting the prayer of the appellant, the learned Single Judge, passed the following order:

"8. In view thereof, this Writ Petition is disposed of on the following terms:-

(i) The prayer of the petitioner to declare the clause (6) in the agreement bond, dated 11.09.2023 as illegal stands rejected. The college authorities will be entitled to recover the sum due from the student as if there were arrears of land revenue.

(ii) However, the certificates/documents of the petitioner should be returned within one week from the date of receipt of the web copy of the Order without waiting for a certified copy of this order.

(iii) There shall be no order as to costs. Consequently, the connected miscellaneous petition is closed."

4. Learned counsel appearing for the appellant submitted that when the main relief sought in the writ petition has been rejected as is evident from Para No.8(i), the learned Single Judge ought not to have



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issued the direction contained in Para No.8(ii). Further, the claim of the writ petitioner to seek direction to return the original certificates is beyond the scope of the main relief.

5. Learned counsel for the appellant further submitted that the order of the writ court is directly against the order of a Division Bench of this Court in the case of *Director of Medical Education and another v. M.Arthy*¹, wherein it has been held that in the event the petitioner therein pays the discontinuation fee, the respondent shall return all the original certificates within a period of one week from the date on which the payment is made.

6. Learned counsel for the appellant urged that the appellant college is a self-financing institution and is running only on the fees collected from the students. When a student is leaving in the middle of the course, the college will not be in a position to admit any other student by filling up the vacancy and, consequently, the college will also lose the revenue. Therefore, the writ petitioner cannot claim the certificates without performing his duties and obligations to pay the discontinuation fees.

¹2019 SCC OnLine Mad 28115



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7. On the other hand, learned counsel for the first respondent/writ petitioner submitted that even though the writ petitioner sought larger relief in the writ petition, taking into consideration the judgment of the Apex Court in the case of *Association of Medical Super Speciality Aspirants and Residents v. Union of India and others*², learned counsel for the writ petitioner, while making submissions before the learned Single Judge, focused his argument only for return of the certificates and considering the grievance of the writ petitioner in proper perspective, the writ court has rightly directed the appellant college to return the certificates/documents of the writ petitioner. Therefore, the order passed by the learned Single Judge does not warrant any interference.

8. We have considered the submissions made by learned counsel for the parties and also perused the materials available on record.

9. The present appeal mainly challenges the direction of the learned Single Judge contained in Para No.8(ii) of the impugned order and, while delivering the order, the learned Single Judge has also

²(2019) 8 SCC 607



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framed a point as to whether the writ petitioner will be entitled for return of the original certificates without payment of the bond amount.

10. On perusal of the writ petition averments, it is seen that the writ petitioner has narrated the reason for discontinuance of the medical course in the appellant's college and after discontinuance in the appellant's college, he had joined in Engineering College, where the college authorities insisted upon production of his original certificates.

11. Qua return of certificates, like in the present case, the learned Single Judge, in his order in Para No.7, quoted the judgment of the Division Bench of this Court in W.A.No.2256 of 2022, decided on 6.10.2022 [*Dr.Nirmal M. v. The State of Nadu and others*]. Further, the learned Single Judge observed that this is not a case of medical bond service where there are express clauses in the prospectus to retain the certificates. Paragraph 7 of the order of the learned Single Judge is reproduced hereunder:

"7. With reference to the return of certificates, as in the case of the petitioner, it must be seen that a later division Bench judgment in Dr.Nirmal M. Vs. The State of Tamilnadu and Ors. (W.A. No. 2256 of 2022) ordered that the



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certificates are to be returned. This is not a case of medical bond service where there are express clauses in the prospectus to retain the certificates. This is an extreme case of the petitioner being unwell, and the facts are stated supra. Under the conditions, the petitioner must be helped, encouraged and aided to use his learning/education, for there can be no damage to the same ("கேடில் விழுச் செல்வம்") and that it should come to his rescue always ("கல்வி ஒருவற் கெழுமையும் ஏமாப் புடைத்து"). It is to be noted here that bearing the principles in mind, even the University Grants Commission, while framing the University Grants Commission (Grievance Redressal) Regulations, 2018, had included withholding of documents within the definition of the term 'grievances' under Regulation 2(f)."

12. In a catena of judgments, the Supreme Court held that educational certificates are not marketable commodities and, therefore, they cannot be withheld. Referring to the decisions of the Supreme Court, a Division Bench of this Court in *Nirmal.M v. The State of Tamil Nadu*³, held thus:

"2. The appellants / writ petitioners had undergone Post Graduate Diploma and Post Graduate Degree courses in the third respondent colleges. While securing admission, they had executed bonds undertaking to serve the Government of Tamil Nadu for a period of two years. The bond period has since

³ Judgment dated 6.10.2022 passed in W.A.No.2256 of 2022, etc.



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expired. Now, the appellants / petitioners are in need of original certificates so as to pursue higher education. The authorities are taking the stand that since the bond conditions have not been fulfilled, they would not return the certificates. **It has been held in more than one case that Educational Certificates are not marketable commodities and therefore, they cannot be withheld.** [R.D.Saxena -Vs- Balram Prasad Sharma 2000 (7) SCC 246] and [S.Muthukamakshi (Vs) Anna University (2013) 1 CTC 595]

3. In this view of the matter, **the respective colleges are directed to return the petition mentioned original certificates to the appellants / writ petitioners forthwith and without any delay. The respondents are at liberty to proceed against the appellants / writ petitioners for violation of bond conditions. If according to the authorities, the writ petitioners have to pay damages, it is open to them to file a Civil Suit or take recourse to any other remedy for recovering the same but on that ground, the certificates cannot be retained. There can never be a general lien on educational certificates in terms of Section 171 of the Contract Act."**

[emphasis supplied]



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13. A similar view was taken by a learned Single Judge of this Court in *M.Kesavan v. The Principal, Cheran College of Pharmacy and others*⁴. The said decision was alluded to by another learned Single Judge of the Rajasthan High Court in *Eshita Gupta v. Jaipur National University and another*⁵, wherein it was held as under:

*"19. ... The Hon'ble Supreme Court in the case of Islamic Academic Education Vs. The State of Karnataka reported in (2003) 6 SCC 697 while considering the scope and right of an institution to collect fee has set the standards and the criterias for collecting the same but even **very consciously, the Hon'ble Supreme Court has nowhere authorized any institution to continue custody of the original documents of a student solely to recover the fee. Even the State Government is quite conscious of the said fact and the information booklet relied upon by the respondents also nowhere provides for any such condition. Thus, it is writ large that the intent of the State as well as of the Hon'ble Supreme Court is, to enable the institution to recover its fees but certainly not by way of forcefully retaining the original documents of a student.**"*

[emphasis supplied]

⁴2024 MHC 1430

⁵Order dated 3.12.2025 in S.B.Civil Writ Petition No.7084 of 2024



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14. In Clause (7) of the agreement itself it has been stated that any sum falling due from the candidate under the agreement shall be recovered from him/her as an arrear of land revenue. In view of the above clause, and as rightly observed by the learned Single Judge, the appellant has to take recourse to any other remedy for recovering the dues. Therefore, we are of the view that retaining of the certificates of the writ petitioner on the ground that only upon payment of the amount due, the certificates will be returned cannot be countenanced.

15. In the light of the law enunciated by the Apex Court, this Court and other High Court, we are of the view that there is no infirmity in the order/direction of the learned Single Judge directing the appellant college to return the certificates of the writ petitioner.

16. The writ appeal is, therefore, dismissed. The appellant college is directed to forthwith comply with the direction of the learned Single Judge contained in Para No.8(ii) of the impugned order.



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There shall be no order as to costs. Consequently, interim application shall stands closed.

(SUSHRUT ARVIND DHARMADHIKARI, CJ) (G.ARUL MURUGAN,J)
02.04.2026

Index : Yes
Neutral Citation : Yes
bbr/sasi

To:

1. The Secretary,
State of Tamil Nadu
Ministry of Health and Family Welfare,
Namakkal Kavingar Maaligai,
Fort St. George, Chennai-600 009.
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THE HON'BLE CHIEF JUSTICE
AND
G.ARUL MURUGAN,J.

(sasi/bbr)

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