



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 26-02-2026

CORAM

THE HON'BLE MR.JUSTICE D.BHARATHA CHAKRAVARTHY

WP No. 13856 of 2025

P.Rajam

..Petitioner(s)

Vs

1. The Secretary to Government
Health and Family Care, Fort St. George
Chennai- 600 009.
2. University Grants Commission
Rep. By its Secretary, Bahadur Shah Zafar
Marg, New Delhi- 110 002.
3. The Director of Collegiate Education
577, Anna Salai, Saidapet, Chennai, Tamil
Nadu- 600 015.
4. Indian Maritime University
Rep by its Vice Chancellor, East Coast Road,
Semmencherry, Chennai,
Tamil Nadu 600 119.
5. The Principal
HIMT College, Affiliated to IMU,
No.55, East Coast Road,
72-B, Arambakkam,
Vengampakkam Junction,
Kalpakkam,
Tamil Nadu- 603 102.

..Respondent(s)

Prayer: This writ petition is filed under Article 226 of the Constitution of India for issuance of a writ of mandamus directing the respondents 1 to 3 to issue direction to the 5th respondent to refund the tuition fee paid to the tune of



Rs.2,25,000/- (Rupees Two Lakhs Twenty Five Thousand only) for the academic year 2024-2025 towards joining GP rating course by considering petitioner's representation dated 17.02.2025.

For Petitioner(s): Mr.J.Manikandan

For Respondent(s): Mr.E.Sundaram, Government Advocate
for R1 and R3

Ms.V. Sudha for R2

M/s. K.Srinivasa Murthy Senior Panel Counsel
for R4

Mr.D.Rajagopal for R5

ORDER

The writ petition is filed for a direction to refund the tuition fee paid to the tune of Rs.2,25,000/- for the academic year 2024-2025, towards joining the GP rating course, by considering the petitioner's representation dated 17.02.2025.

2. The case of the petitioner is that the petitioner joined the GP rating course in the fifth respondent institution with effect from 01.01.2025 and paid the entire fee for the course being Rs.2,25,000/- on the same day. However, the petitioner, who hails from Kanyakumari, started staying in the college premises, within one week, he became ill and had to go to his native, wherein, he was diagnosed with pancreatic problem and was advised to undergo a surgery. Therefore, realising that he will not be in a position to continue the course,



immediately thereof, on 13.01.2025 informed by his email, that he will be discontinuing the course. On 17.01.2025, the same was also acknowledged and he was directed to complete the exiting formalities. Accordingly, the petitioner also completed the exiting formalities and got back his certificates. But, however, the fee is not refunded.

3. According to the learned counsel for the petitioner, as per the guidelines issued by the University Grants Commission, which is also adopted and followed by the other organisations, if the discontinuation is notified within 15 days after the formally notified last date of admission, then 80% of the fees should be returned. The same is not being done, and hence, the petitioner is before this Court.

4. The writ petition is resisted by filing a counter affidavit and also by filing a set of papers on behalf of the institution. The learned counsel would point out to the affidavit that is filed at the time of admission, thereby the student and the parents had given a joint undertaking categorically acknowledging that no part of the fee will be refunded once paid. Thereafter, when they completed the exiting formalities also, they had duly signed, by saying that they have no dues from the college and no claims against the college. The cancellation policy of these courses are categorically mentioned in the prospectus and also a specific policy document is also signed both by the



management of the college and the student which categorically states that if the candidate withdraws from the course after the course commencement, the fee paid shall stand forfeited. Therefore, in view of the express contract and in view of the express undertaking and also the letter executed by saying that there will be no dues, the institution cannot be ordered to refund the fees.

5. I have considered the rival submissions made on either side and perused the material records of the case.

6. There is no dispute that the admission was on 01.01.2025. Immediately upon realising his physical condition, the petitioner notified his discontinuance to the college on 13.01.2025. The same is even acknowledged by the mail on 17.01.2025 and formalities were also completed by 04.02.2025. Now as per the contract that is between the college and the student, the fee is not refundable. In matters of education, when the college is in a dominant position, it cannot be decided on the basis of the affidavits of undertaking that are obtained at the time of admission alone. The overall position of the college and that of the student has been considered and this subject matter has been the concern of all the educational institutions as well as the students. Only considering the same, the University Grants Commission has framed the scheme thereunder, the return of 100% is ordered when the intimation is 15 days before the last date and various slabs are given as per which, it is 80%, if it is 15 days after and 50%, if it is 30



days after and 0%, if it is beyond 30 days.

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7. Though the learned counsel submits that this is a course approved by the Government of India and the University Grants Commission is not the body either laying the academic standards or granting permission to the course and therefore the slab is not applicable, it can be seen that when an equitable case is being established by the student, the slab as fixed by the University Grants Commission can be extrapolated and applied to the present fact situation. The fact remains that the college when it immediately notified in the email dated 17.01.2025 it did not state that he will not be entitled for any fees. When the intimation of discontinuation made immediately, the college replies to come and complete the exiting formalities. That conduct is also taken into account. At the same time, the counter affidavit places on record that certain facilities like accommodation uniform etc., were provided. Therefore the student cannot also insist on the 80%.

8. I'm of the view that by considering the case and the context in which the matter arises and the disadvantages faced by both the parties, ordering of refund of 50% of the fees would be just and appropriate in the instant case. Accordingly, this writ petition is disposed on the following terms:

- (i) The 5th respondent institution shall refund 50% of the amount paid, that is, a sum of Rs.1,12,500/- (Rupees



One Lakh Twelve Thousand Five Hundred Only)
within a period of four (4) weeks from the date of
receipt of the web copy of the order, failing which,
the amount will further carry interest at the rate of
12% from today. No costs.

26-02-2026

Index: Yes/No
Speaking/Non-speaking order
Neutral Citation: Yes/No

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To
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2. The Secretary, University Grants Commission
Bahadur Shah Zafar Marg, New Delhi- 110 002.

3. The Director of Collegiate Education
577, Anna Salai, Saidapet, Chennai, Tamil Nadu- 600 015.

4. The Vice Chancellor, Indian Maritime University East Coast Road,
Semmencherry, Chennai, Tamil Nadu 600 119.



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D.BHARATHA CHAKRAVARTHY, J.

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