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W.P.No.46897 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 25-02-2026

CORAM

THE HONOURABLE MR.JUSTICE D.BHARATHA CHAKRAVARTHY

W.P.No.46897 of 2025

R.Praveenkumar,
S/o. Ramamoorthi,
4/7 Melanambipuram,
Ettayapuram Taluk,
Thoothukudi District 628 902

..Petitioner

Vs

1.University Grants Commission,
Bahadur Shah Zafar Marg,
New Delhi 110 002.

2.The Dean/Principal,
Saveetha School of Management,
Saveetha Institute of Medical and
Technical Sciences (deemed University)
162 Poonamallee High Road,
Chennai 600 077.

Respondents

PRAYER

Writ Petition is filed under Article 226 of the Constitution of India praying to issue a Writ of Mandamus directing the 2nd respondent to repay pending fees of Rs.1,65,000/- (Rupees One Lakh Sixty Five Thousand only) to be returnable with the interest of 10% for the period from 31.10.2022 to the date of payment by the 2nd respondent or any other orders as deemed fit and proper to the circumstances.



For Petitioner: Mr.CH.Mohithsai for
M/s.K.K.Samy

For Respondents Mr.B.Rabu Manohar,
Sr.Central Government Standing
Counsel for R1

M/s M.Aariya for R2

ORDER

This writ petition is filed directing the second respondent to repay the pending fees of Rs.1,65,000/- with further interest at the rate of 10% from 31.10.2022, till the date of disbursement.

2.The case of the writ petitioner is that he sought admission and was admitted into the M.B.A. course with dual specialization in Human Resource Management and Logistics and Supply Chain Management for the academic years 2022-2023 and 2023-2024. Based on the admission, he was advised to pay the admission course fees. He paid a sum of Rs.15,000/- on 16.06.2022; Rs.49,999/- on 11.09.2022; and Rs.2,00,000/- on 31.10.2022, in all totalling Rs.2,64,999/-, rounded off to Rs.2,65,000/-. As a matter of fact, the 2nd respondent-Institution informed that the total fee would be Rs.3.50 lakhs.



3. Thereafter, the second respondent-Institution insisted the petitioner to produce the results of TNCET. When earlier the same was not required from the petitioner and when subsequently it was requested, the petitioner decided to opt out of the course and requested for refund of the money. Accepting his request, a sum of Rs.2,000/- was refunded on 08.01.2024 and another sum of Rs.48,000/- also on the same day and also Rs.50,000/- on 19.02.2024, in all totalling Rs.1,00,000/-. However, the balance of Rs.1,65,000/-was not refunded. The petitioner therefore made a representation and inspite thereof, the money was not refunded and hence, this writ petition.

4. This writ petition is resisted by the second respondent-Institution by filing a counter affidavit. It is admitted that the petitioner was admitted in to the MBA programme and the entire fee payable upon such admission was Rs.2,50,000/- and the petitioner also paid the said sum of Rs.2,50,000/-. The student also executed an affidavit of undertaking agreeing to pay the same amount for each year of the two-year programme. While so, on 06.12.2022 the petitioner submitted a written request that he had received an interview call letter for the post of Village Administrative Officer and requested the return of his original certificates. In the said letter, the petitioner expressly undertook that he would return the certificates, after completion of interview. Pursuant thereto, the petitioner collected his certificates on 07/12/2022 from the 2nd respondent-



Institution. Even at that point of time, the petitioner did not give any letter of discontinuation and wanted to keep both the options open.

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5. As far as the refund of fees is concerned, as per the University Grants Commission Notification relating to refund of fees, the Institutions have to follow a 5-tier system. If the student notifies his discontinuance after 30 days of the formally notified last date of admission, then he is not entitled to refund of any amount at all. This petitioner did not give any request for refund of fees before the date of last date or even within 30 days from the date of last date and therefore he is not entitled for any refund at all.

6. To the said counter affidavit, a rejoinder affidavit was filed by the petitioner wherein he has mentioned in paragraph No.3 that a part amount was refunded, in all totalling Rs.1,00,000/- by a person named Mr.Rambabu. The relevant proof in respect thereof, in the nature of Google Pay transactions and the extract of the amount being credited to the petitioner's account, is also produced in support thereof.

7. A sur-rejoinder was filed by the second respondent-Institution wherein it is stated that the said Mr.Rambabu, was the employee with the Employee ID:9079, working in the second respondent Institution as an Assistant Professor and in-charge of admission in the Saveetha School of Management till May



2024. He was involved in financial mismanagement and a complaint was also lodged by the second respondent-Institution against him with effect from 01.06.2024. Therefore, the second respondent-Institution is not responsible for any representation that is made to Mr.Rambabu or for any financial dealings between Mr.Rambabu and the petitioner.

8. During the course of the arguments, the learned counsel for the second respondent would also point out that even in the representation dated 04.07.2024, the petitioner has admitted that he made the request only to Mr.Rambabu and Mr.Rambabu was only promising him to make the payment. Therefore, the writ petition is liable to be dismissed for suppression of facts and suggestion of falsehood. Firstly, he suppressed the fact that he got the certificates in the garb of VAO interview. Secondly, a false representation was also made in the affidavit as if the representation was made to the Institution, while the dealing seems to have been only with Rambabu.

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

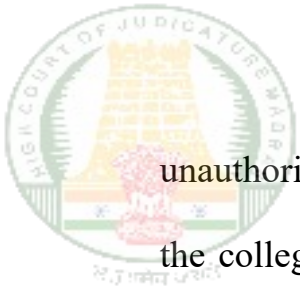
10. The case of the petitioner is that when he has paid a sum of Rs.2,65,000/-, a part amount of Rs.1,00,000/- was returned to him, while the balance is withheld. The case of the Institution is that no amount was repaid and



the entire amount was liable to be forfeited as no written request was made within the schedule prescribed by the UGC. The petitioner has produced proof of credits to his account. It is stated that the same was made from the account of one Rambabu. When this Court questioned the second respondent institution that an affidavit is now filed wherein it is admitted that Rambabu was an employee and that a complaint is lodged by the second respondent-Institution itself against him for the financial irregularities.

11. Once it is admitted that Rambabu is its employee, then the second respondent is liable for the consequences of his actions. If the employee had acted beyond his power or authorisation, then it is a matter between him and the management, and third parties like the petitioner cannot suffer.

12. Therefore from the very averments made in the surrejoinder, it can be seen that the said Rambabu was employed under the second respondent-institution and he in turn has refunded part of the amount. Therefore, when part of the amount was refunded, the case that no written request was made prior to the last date, cannot be believed and it is the petitioner's case that he has immediately made the request for refund of fees, even prior to the last date of admission, has to be believed. It will be open for the second respondent-institution to lodge a complaint against Rambabu with reference to this financial transaction. Whether he had promised the money to the student or he has



unauthorisedly credited any amount to the account of the student in the name of the college thereby dragging the name of the college etc., as and when such a complaint is made, the appropriate authority shall investigate the same. If it is proved that there is any collusion between the petitioner and the said Rambabu and if any charge sheet to that effect is filed, then the amount shall be refunded by the petitioner again.

13. In view thereof, this writ petition is disposed of on the following terms:

(i)The second respondent-institution shall refund the balance sum of Rs.1,65,000/- with interest at the rate of 9% per annum from 31.10.2022 till the date of disbursement.

(ii)The said refund shall be made within a period of 8 weeks from the date of receipt of a web copy of the order without waiting for the certified copy of the order.

(iii)It will be open for the second respondent-Institution to lodge a complaint before the jurisdictional Police regarding the fraud, if any, suspected as against the said Rambabu and as and when such complaint is made, the same shall also be investigated by the police, whether the said Rambabu refunded the money to the petitioner on behalf of the Institution or on behalf of any other



purpose. If it is ultimately proved that the return of money has nothing to do with the institution, then the petitioner will refund the said amount to the second respondent-Institution subject to his remedies.

No costs.

25-02-2026

Neutral Citation:No
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To

1.University Grant Commission
Bahadur Shah Zafar Marg, New Delhi
110 002

2.The Dean/ Principal
Saveetha School Of Management,
Saveetha Institute Of Medical And
Technical Sciences (deemed University)
162 Poonamallee High Road, Chennai
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D.BHARATHA CHAKRAVARTHY, J.

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