



CWP-13724-2026

1

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

(144)

CWP-13724-2026

Date of Decision : 04.05.2026

Dr. Devinder Kumar Atal

...Petitioner

Versus

State of Haryana and others

...Respondents

CORAM: HON'BLE MR. JUSTICE KULDEEP TIWARI

Present: Mr. Saurabh Gulia, Advocate
for the petitioner.

Mr. Bhupender Singh, Addl. AG, Haryana.

KULDEEP TIWARI, J. (ORAL)

1. Through the instant writ petition, the petitioner seeks issuance of directions to the respondents No.1 to 4 to issue the transfer certificates and mark sheets of his children.

2. Learned counsel for the petitioner submits that the consent of the mother is not a prerequisite for the issuance of the transfer certificates, inasmuch as the petitioner is solely bearing the school fees and other attendant expenses for his children and, therefore, he possesses the right to determine whether they should continue their education at the respondent No.3/school or be transferred elsewhere.

3. It is further submitted that, for the past two years, the petitioner has been consistently paying the school fees for his children, however, owing to certain compelling reasons, including the illness of his mother, he is presently unable to sustain the expenditure on school tuition fees. As a



consequence of default in payment of school tuition fees, the respondent No.3/school has restrained his children from attending classes. In these circumstances, given that the school has prohibited petitioner's children from attending classes, it is urged that the school ought to issue their transfer certificates forthwith, enabling their admission in another school.

4. This Court has considered the submissions advanced by learned counsel for the petitioner.

5. In the considered opinion of this Court, the instant writ petition is nothing but a stratagem designed to evade the settlement reached between the petitioner and his wife amid matrimonial discord proceedings before the Domestic Violence Court. In the present case, owing to the subsisting matrimonial dispute, both parties entered into a settlement, pursuant to which the petitioner tendered a specific undertaking before the learned Judicial Magistrate Ist Class, Gurugram, on 15.06.2022, the relevant excerpt of which is reproduced hereunder: -

“Sir, it is stated that the admission of my both the children MVN School (Illegible) Faridabad. This school is the school of choice of me and my wife. I will be responsible to pay the school fee and transfer fee etc. of both the children. I will be paying the school fee etc. of both the children every month regularly. Apart from this I will take care of needs of the children out of love and affection. I have taken a flat on rent at Pyush Height Apartments near the school for my wife and children. The flat has been chosen with the consent of me and my wife. The responsibility to pay the monthly rent of this flat is mine. Apart from this I have been paying Rs. 15,000/- per month as maintenance money in the bank account of my wife and in future will continue to pay the same. I should be given custody of the children on weekends.”

6. The petitioner not only tendered the aforesaid undertaking but also instituted an application before the learned Principal Judge, Family Court, Gurugram, seeking enforcement of the said settlement, particularly with



respect to visitation rights vis-à-vis the children. The said application was allowed and the respondent/wife was directed to permit the petitioner to meet their minor children in a peaceful and cordial manner, without any discussion of matrimonial disputes during such meetings. The pertinent portion of the Family Court order is extracted hereunder:-

“After hearing submissions of counsel for both the parties, it is clear that the both the parties have recorded their statements before the DV court. It is also clear that in the DV court, the respondent has agreed also to allow the children to have the meeting with the petitioner-father, it is the duty of the father-petitioner to have access to his children. The father is having the every right to have the meeting with the children. The respondent is required to follow the order of the Court. The father -petitioner is also under an obligation to pay the fees of the minor children. As far as, the fees of the minor children is concerned, that order is separately required to be passed by the DV Court or in the petition under Section 125 Cr.P.C., but, it is clear that the father is having the every right to have access to the children.

6. Accordingly, taking in view the facts and circumstances of the case as well as the statements of both the parties, the respondent is directed to allow the minor children to have the meeting with the father-petitioner on 1st, 2nd and 4th Sunday of every month. The petitioner-father is allowed to have meeting with the minor children on 1st, 2nd and 4th Sunday of every month. The father-petitioner is directed to pick up the minor children from the residence of the respondent at 9:00 am and handover the minor children back at the residence of the respondent at 9:00 pm on Sunday itself. The petitioner is also directed to have the meeting with the minor children in a cool and calm way without discussing his disputes with the respondent during the meeting.”

7. Upon perusal of the instant writ petition and hearing learned counsel for the petitioner, this Court is constrained to observe that the petitioner has failed to discharge his obligation to pay the school fees of his children regularly, as stipulated in the settlement, and resultantly, the



CWP-13724-2026

4

respondent No.3/school has disallowed the children from attending their respective classes. Despite such default, the petitioner has the audacity to approach this Court seeking directions against the school for issuance of transfer certificates of his children without the consent of his wife.

8. The core issue is not whether the consent of the wife is required for issuance of transfer certificates, but whether the petitioner can be permitted to resile from the settlement dated 15.06.2022 (Annexure P-3). The writ petition is, in essence, an attempt to evade his obligation to bear the educational expenses of his children. Moreover, no material has been placed on record to indicate any deficiency in the quality of education being imparted by the respondent No.3/school warranting transfer of the children to another school.

9. This Court is of the considered view that the instant writ petition is devoid of merit and deserves to be dismissed with exemplary costs. Accordingly, the **writ petition is dismissed with costs of ₹50,000/-**, to be deposited by the petitioner with the District Legal Services Authority concerned within a period of 15 days from the date of receipt of a certified copy of this order.

10. Needless to say, the petitioner shall strictly adhere to the terms and conditions of the settlement arrived at between the parties and shall continue to make payment of school fees of his children.

(KULDEEP TIWARI)
JUDGE

May 04, 2026
Manpreet/Devinder

Whether speaking/reasoned : Yes/No
Whether reportable : Yes/No