

(2012) 12 MAD CK 0140

In the Madras High Court

Case No : Writ Petition (MD) No. 14394 of 2012

S. Muthukamatchi

APPELLANT

Vs

The Director of Technical Education, Anna University, The
Vice Chancellor, Anna University, The District Collector and
The Principal, Mount Zion College of Engineering

RESPONDENT

Date of Decision : 18-12-2012

Acts Referred:

Contract Act, 1872 — Section 171

Citation : (2013) 1 CTC 595

Hon'ble Judges : V. Ramasubramanian, J

Bench : Single Bench

Advocate : S. Muthukumar, for the Appellant; S. Sadeeshkumar, Additional Government Pleader for Respondent Nos. 1 and 3, M. Rajarajan, Advocate for Respondent No. 2 and N. Balakrishnan, Advocate, for the Respondent

Final Decision : Allowed

Judgement

V. Ramasubramanian, J.—The Petitioner's daughter joined the first year degree course in Engineering, in the Fourth Respondent-College for the academic year 2012-2013. According to the Petitioner, he also paid the fee and submitted the original documents. Unfortunately, the Petitioner's daughter could not withstand the daily travel from her residence to the College located at a distance of 55 Kms. Therefore, the Petitioner's daughter took a Transfer Certificate, on 17.9.2012. When the Petitioner sought refund of fees and the Certificates, they were not given by the Fourth Respondent-College. Therefore, the Petitioner came up with the Writ Petition in W.P.(MD) No. 13688 of 2012. Since the Fourth Respondent was not made a party to the Writ Petition, the Petitioner withdrew the said Writ Petition with liberty to file a fresh one. Thereafter, he has come up with the present Writ Petition.

2. I have heard Mr. S. Muthukumar, the learned Counsel for the Petitioner; Mr. S. Sadeeskumar, the learned Additional Government Pleader for the Respondents 1

& 3, Mr. M. Rajarajan for the Second Respondent and Mr. N. Balakrishnan for the Fourth Respondent.

3. The Certificates of the Petitioner's daughter represent her property. They cannot be retained by the College at any rate. Even if the College has any monetary claim, the rejection of the said Certificates is not the method by which, the claim can be enforced. There is no lean on the Certificates of the Petitioner's daughter.

4. However, Mr. N. Balakrishnan, the learned Counsel appearing for the Fourth Respondent contended that if the student leaves a course in the midstream, he would be entitled to the return of the Certificates, only after paying the tuition fee for the remaining incomplete period of the course. The learned Counsel also contended that if a student leaves a College in the midstream, the seat goes waste and that the fixation of fee for every student is actually based upon the cost worked out before the Fee Fixation Committee. Once the particular fee is fixed for a particular academic year, the students admitted in that academic year are obliged to pay the same fee, till the end of the course every year. Similarly, there is an obligation casts upon the College to charge only those fees. In such circumstances, it is implicit that the students like the Petitioner's daughter will have to pay the fees for the rest of the course of study for collecting the Certificates. I would not venture to get into that controversy, namely, whether the College is entitled to collect the balance of fees or not. The main grievance of the Petitioner is about the Certificates of her daughter. Those Certificates are not like fixed deposit receipt on which, banks claim a general lien in terms of Section 171 of the Contract Act. Therefore, the Certificates cannot be retained at any rate. Hence, this Writ Petition is allowed directing the Fourth Respondent to return all the original Certificates deposited by the Petitioner forthwith. No costs.