

**HIGH COURT OF JUDICATURE FOR RAJASTHAN
BENCH AT JAIPUR**

S.B. Civil Writ Petition No. 7084/2024

Eshita Gupta D/o Dr. Navneet Gupta

-----Petitioner

Versus

Jaipur National University & Anr.

-----Respondents

For Petitioner(s)	:	Mr. Punit Singhvi Ms. Shradha Mehta Mr. Ayush Singh Mr. Ishan Verma
For Respondent(s)	:	Mr. Kamalakar Sharma, Sr. Advocate with Mr. Yogesh Kalla Mr. Rishabh Khandelwal Mr. Angad Mirdha

HON'BLE MR. JUSTICE ANUROOP SINGHI

Order

Reportable

03/12/2025

1. The present matter comes upon an application No.1/2025 filed by the petitioner-student with the following prayer:-

"It is, therefore, most humbly and respectfully prayed that the Hon'ble Court may graciously be pleased to accept and allow the present Misc. Application and pass appropriate orders in view of subsequent developments, directing Respondent University to release the original documents of the applicant/petitioner, which were submitted at the time of taking admission with the Respondent University.

Any other order which this Hon'ble Court deems just and proper in the facts and circumstances of the case may also be passed in favor of the applicant/petitioner."

2. Perusal of the prayer reveals that it is the release of the original documents of the applicant-petitioner submitted by her to the respondent-university at the time of taking admission in MBBS Course in the year 2022, is what has been prayed for. It is an admitted fact that the petitioner has undergone the course for Ist and IInd year in the year 2022-23, 2023-24 and the fee for the years 2022-23, 2023-24 and 2024-25 has been paid.

3. The petitioner on account of her health reasons withdrew herself from the college and suo moto stopped attending the classes. Thereafter, she sought withdrawal of her admission from the respondent-university but the same was refused. It is also placed on record that the petitioner has now gotten herself admitted with one, Pearl University, Delhi (West), for undergoing Bachelor of Design in Communication Design course from the year 2025 onwards and now as the examinations are about to commence from 05.12.2025, the said university is mandatorily requiring the petitioner to submit her original documents, which as of now are lying with the respondent-University i.e., Jaipur National University.

4. Contention of learned counsel for the petitioner is that despite asking for all of her documents which are still lying with the University, they have refused to provide the same on account of which her admission in Pearl University would be jeopardized as she will not be permitted to appear in the examinations commencing from 05.12.2025.

5. Learned counsel submits that the documents, viz. Transfer Certificate dated 04.08.2021 and Migration Certificate dated 25.10.2021, photocopies of which have been filed before the Court

today along with an Additional Affidavit, are the documents which have to be filed by her, in absence of which she will not be permitted to appear in the examination by Pearl University. Counsel submits that the respondent-University has no authority to withhold her documents.

6. In support of his submissions, learned counsel placed reliance upon judgment of ***Hon'ble Punjab and Haryana High Court in the case of Sukhmanpreet Singh Cheema Vs. Union of India, CWP No.8900/2025*** dated 12.11.2025, relevant paras of which read as under:-

"9. This Court in order to first examine the grievance of the petitioners, posed a specific query to learned counsel for respondent no.5- college, as to under which authority or rule, it has power to retain the original documents of the petitioners and other medical students. Though the college believes that the petitioners are liable to pay the outstanding dues, no specific provision or authority has been shown to justify such retention.

10. The only reason explained to this Court is that Baba Farid University granted conditional permission to the petitioners, requiring them to clear their outstanding dues. This Court, however, is in complete disagreement with the submissions made on behalf of college has no legal right to retain the original certificates of the petitioners or other medical students, particularly in view of the facts detailed above.

11. To reach such conclusion this Court, lends vigor from a judgment rendered by this Court in "Monika vs. PT. B.D. Sharma, University of Health Sciences, Rohtak and others" (CWP-10671-2022, decided on 08.08.2022), wherein the Division Bench, as observed, is extracted hereinafter:-

"In addition, it may be observed that certificates of a student are his/her individual property. No other

institution/individual can retain the same without lawful authority. If, something is due from a student or a student is required to do something lawfully stipulated, upon refusal, recourse can be taken to means provided under the law for ensuring compliance. Adopting the method of retaining original certificates/documents is unfair to say the least."

13. College undoubtedly has the right to recover its lawful dues by taking recourse to appropriate legal proceedings. Therefore, in the present petition, this Court refrains itself from adjudicating upon the issue, as to whether, the amount shown as due from each student is, in fact, recoverable or not, since the same involves mixed questions of fact and law. Respondent no.5-college is at liberty to avail all alternative remedies available to it under the law, if it has any grievance regarding dues on account of fee etc. However, it is directed to release/hand over all the original documents of the petitioners and other medical students, forthwith, and in any case, not later than seven days from the date of passing of this order."

7. Further reliance was placed upon another judgment of **Hon'ble Punjab and Haryana High Court in CWP No.10671/2022** dated 08.08.2022 wherein, it was held that original documents could not be retained as security for payment of amount demanded as neither the terms of the surety bond or the letter of offer of admission provide for the same and retention of the original documents as security is not sustainable in law. Further, reliance is placed upon the judgment of **Hon'ble Madras High Court in WP No.34541 of 2023 titled as M. Kesavan Vs. Principal Cheeran College of Pharmacy and others** dated 21.03.2024 wherein, it was held that it is a settled position of law

that certificate of a student cannot be withheld for arrears of fees as educational institutes can claim no lien over the same and accordingly, directions were issued to return the original documents.

8. Thus, it was prayed that directions be issued to respondent-University to return the documents forthwith, so as to enable her to file the same with Pearl University enabling her to appear in the examination commencing from 05.12.2025.

9. Per contra, learned senior counsel Mr. Kamalakar Sharma assisted by Mr. Rishabh Khandelwal has vehemently opposed the prayer made on various grounds and has taken this Court to the information booklet issued by the counselling board.

10. Learned counsel has referred to various clauses of the information booklet with respect to the application procedure, the documents required at the time of joining or the reporting conditions relating to bond/fee structure. Specific reference was made to the clause "*reporting to college after counselling/joining time*" relevant extract of which reads as under:-

*"While reporting for admission, please carry all the relevant certificates/documents in original and also submit an undertaking that the submitted documents are in original. **These original documents may be kept with the institution till completion of the course.***

...

...

*The selected candidates must also carry all requisite certificates and documents in original **and also submit an undertaking that the submitted documents are in original** along with self-attested copies of the same, at the time of reporting in Round 1, at the time of counselling of Round 2 and mop-up round and shall deposit the applicable fees of the allotted college and complete other formalities within stipulated time, failing which their admission shall stand cancelled. **These original documents may be kept with the institution till completion of the course.***

*A candidate without Original certificates/documents shall not be allowed to take admission at the allotted college under any circumstances. A candidate who has already been admitted in MBBS Course and has deposited his/her certificates in any medical college/institute/university and comes for on-line/off-line counselling (allotment process) with a certificate stating that "**his/her original certificates are deposited with the medical college/institute/university**" (except the college allotted through NEET-UG counselling 2021 of Rajasthan state process), will **NOT** be allowed to take admission at the allotted college."*

11. Learned senior counsel has drawn attention of this Court to the affidavit filed by the student more particularly paras 7 and 8 which read as under:-

"7. I am duly aware that fees paid by me or my parents is non-refundable except the refundable caution money/security deposit which shall also be subject to clearance of any other dues/charge/penalty. The fees shall also be non-transferable. I duly acknowledge that fees shall not be refunded by the Institute/University in any event whatsoever. Hence, I undertake not to raise any claim towards refund of part or entire fees at any point of time.

8. In case for any reason whatsoever I do not undertake or continue the course any further in the institute after the admission to the course, even then I duly acknowledge and accept the right of the Jaipur National University Institute for Medical Sciences and Research Centre, Jaipur/Jaipur National University, Jaipur to recover the fees for the complete course/remaining course by encashment of the BG/PDCs furnished by me or my parents for payment of the fees for the remainder of the Course. My liability towards payment of fee for remainder year shall be co-extensive with the liability of my parents and I shall be liable for any and all the action as may be taken by the Institute/University towards payment/recovery of the fee for the complete course/remaining course."

An affidavit was also taken from the parents of the petitioner-student, relevant para 7, 8 and 9 which reads as under:-

"7. I am duly aware that fees paid by me or my daughter/son is non-refundable except the refundable caution money/security deposit which shall also be subject to clearance of any other dues/charge/penalty. The fees shall also be non-transferable. I duly acknowledge that fees shall not be refunded by the Institute/University in any event whatsoever. Hence, I undertake not to raise any

claim towards refund of part or entire fees at any point of time.

8. *In case for any reason whatsoever my son/daughter/ward do not undertake or continue the course any further in the institute after the admission to the course, even then I duly acknowledge and accept the right of the Jaipur National University Institute for Medical Sciences and Research Centre, Jaipur/Jaipur National University, Jaipur to recover the fees for the complete course/remaining course by encashment of the BG/PDCs furnished by me or my son/daughter/ward for payment of the fees for the remainder of the Course. My liability towards payment of fee for remainder year shall be co-extensive with the liability of my son/daughter/ward and I shall be liable for any and all the action as may be taken by the Institute/University towards payment/recovery of the fee for the complete course/remaining course*

9. *I/we forego all the claim as against the right of the Institution/University to recover the fees for the remainder of the course and shall not take any action legal or otherwise restraining or frustrating or diluting the right of the Institute or University from recovering the fees by encashment of such BG/Post dated cheques. I shall take all the necessary and corrective steps/action aiding and advancing towards recovery of fees by the Institute/University."*

12. Learned counsel further submits that the Hon'ble Supreme Court in the case of ***Islamic Academic Education Vs. The State of Karnataka reported in (2003) 6 SCC 697*** has specifically dealt with the issue with respect to collection of fee.

13. Learned senior counsel also submits that it has to be considered that if a student leaves the course midstream, for remaining years, the seat would lie vacant and the institute would suffer. Learned senior counsel has also submitted that the

petitioner be directed to file fresh Post dated cheques (PDCs) of the balance fees for the IVth and Vth year.

14. In the alternative, learned senior counsel also proposed that either the petitioner student be asked to pay the balance fee for IVth and Vth year or they may share a colored copy of the original documents of the petitioner with the Pearl University, so that the necessary formalities enabling the petitioner to appear in the examination are complied with.

15. Learned counsel lastly submits that if such a practice of handing back the documents to the students who leaves the course midstream is permitted, the same would leave the institution/college high and dry and the college would be made to run after each and every student for recovery of their arrear fees.

16. Heard, learned counsel for the parties and perused the record and the judgments relied upon.

17. The issue involved in the present application as per the petitioner is of release of her original documents which were submitted by her with the respondent-university at the time of seeking admission in MBBS Course. The said documents have been earned by her by investing her time and effort. On the other hand, the issue raised by university is collection of the balance fees of the course for the IVth and Vth year.

In the considered opinion of this Court under no circumstances, both these issues can be said to be overlapping as a document deposited by a student solely for seeking admission in the course by no stretch of imagination can be retained as a tool to compel her to deposit the fee. Imposing such a condition would defeat the very object of furnishing the original documents by a



student at the time of seeking admission, which is to ascertain and verify the documents and eligibility of that student and nothing more.

18. Perusal of the documents available on record reveals that there is no solitary condition which permits the respondent-university to withhold the documents of a student. The conditions read in the information booklet solely revolves around the process to be adopted by the student as well as the institution at the time of granting admission but nowhere empowers university to continue with the custody of the documents if the student is willing to leave the same. Further, there is no document executed by the student which requires him/her to pay the balance fee as a pre condition for seeking return of his/her documents. Even affidavits executed by parent of the student or by the student specifically refers and empowers the institution to take all possible measures for recovery of the fee, but even those affidavits failed to give any unfettered right to the university to keep the documents so much so to prejudice and hamper the further career growth of a student.

19. In the present case, the petitioner-student has studied for two years viz. the academic sessions 2022-23 and 2023-24 and has already paid the fees for three academic sessions i.e. 2022-23, 2023-24 and 2024-25 and thus, there is no occasion whatsoever to not to release the documents of the petitioner solely for they being used as a measure to recover the balance fee of IVth and Vth year. The Hon'ble Supreme Court in the case of ***Islamic Academic (supra)*** while considering the scope and right of an institution to collect fee has set the standards and the



criteria 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.

20. In view of the above, I am of the considered opinion that the documents viz. the Transfer Certificate of Class 12 and the Migration Certificate of Class 12 issued by the Board be forthwith released to the petitioner and not later than by tomorrow as the same are required to be submitted by her with the Pearl University, Delhi on or before 05.12.2025.

21. Accordingly, the present application stands disposed off.

22. List the matter on 22.01.2026.

(ANUROOP SINGHI),J