

Date of Filing : 18.07.2022
Date of Disposal : 13.07.2023

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION,
KANCHIPURAM DISTRICT @ CHENGALPATTU**

**PRESENT: THIRU. U.KASIPANDIAN, B.A., M.L., PRESIDENT
THIRU.M.JAWAHAR, B.A. L.L.M., MEMBER-I**

**CC.No.59/2022
THIS THURSDAY THE 13th DAY OF JULY 2023**

B.Pavan Sai,
S/o.Venkata Rathinam,
7/157, 5th Cross Road,
Periyar Street, Edapalayam,
Chennai – 600 052.

:: Complainant(s).

//Vs.//

Ponnaiyah Ramajayam Institute of
Medical Sciences (PRIMS),
Rep. by its Chairman,
Manamai Nallur, Chengalpattu
District, ECR, Chennai – 603 102.

:: Opposite party(s).

Counsel for the complainant(s) : M/s.T.I.Ramanathan, Advocates.

Counsel for the opposite party(s) : Mr.O.S.Thilak Pasumbadiar, Advocate.

This complaint having come up for final hearing before us on 21.06.2023, in the presence of M/s.T.I.Ramanathan, Advocates for the complainant Mr.O.S.Thilak Pasumbadiar, Advocate for the opposite party and having perused the documents and evidences of both side, this Commission delivered the following:

ORDER

PRONOUNCED BY THIRU. U.KASIPANDIAN, PRESIDENT.

1. This complaint is filed by the complainant under Sec.35 of the Consumer Protection Act, 2019, against the opposite party seeking direction, directing the

opposite party to pay a sum of Rs.45,07,050/- towards compensation; and to pay the cost of complaint to the complainant.

2. Brief averments in the complaint is as follows:-

The complainant submitted that, he completed his Higher Secondary School Education 10, +12 in the year 2014-2016 and scored 90% of marks. At that time he wanted to join Medical College. In the year 2016, the State of Tamilnadu conducted conunselling at Omandurar Maligai, Chennai. As per his rank, he was allotted to the opposite party Medical College in MBBS, course at Manamai Nallur, Chengalpattu District. That he was Government allotted student, and the fees was fixed by the Government of Tamilnadu at sum of Rs.3,25,000/- per year. But, the opposite party collected and charged a total sum of Rs.10,06,050/- from the complainant for the 1st year MBBS course. The opposite party had also informed that every year, he has to pay a sum of Rs.10,06,050/- for each and every year till completing the MBBS course. The complainant paid a sum of Rs.10,06,050/- in the year 2016 for 1st year MBBS course. The opposite party had also duly received the said sum and issued receipt for the above said amount. The complainant reliably understood that in each and every college, there must be a big hospital in the college campus itself. The opposite party also built up a small hospital in the campus itself. On the other hand, the amenities were not provided. The medical facilities were not at all provided for patients. Even for out patients there were no services provided to them. There is no fixed Doctors appointed for giving treatment to the out patients. No patients were coming to opposite party hospital. The complainant understood that, even till date there is no facilities provided and no patients are coming and taking treatments in the opposite party hospital. The opposite party adamantly with ulterior motive compelled and threatened the complainant to pay the next year fees at sum of Rs.9,00,000/- in

the 1st year itself in the year 2017 itself. There is no proper hospital is being provided and there is no patients are taking treatment in the hospital. The complainant further stated that, for more than one year, there was no hospital facilities are being provided. Our Hon'ble High Court, Madras, came to know the grievances of students and came to a conclusion to transfer the students from the opposite party medical college to somer other colleges. Accordingly the complainant was transferred to Tagore Medical College and Hospital at Vandalur, Chennai. As per the direction of the Tamilnadu Government and as per Government order passed in G.O.(M.S.) No.227 dated 23.05.2019 the complainant was transferred to Tagore Medical College and Hospital at Vandalur, Chennai. In the above said process the complainant studies were stopped from September 2018 to May 2019. He wasted his valuable one year studies due to the illegal and adamant attitudes of the opposite party. Due to the act of the opposite party, he was put to pillar to post. The complainant was put to mental agony and physical sufferings. Therefore, the opposite party is liable to reimburse the same. Hence, the present complaint.

3. The brief contention of written version of the opposite party is as follows:-

The opposite party submitted that, the complaint itself is not maintainable either in law or on facts and consequently the same deserves to be dismissed at the threshold itself. That the Apex Court of the land in the matter of Anupama College of Engineering – Vs. Gulshan Kumar, relying upon the decision rendered in of Maharshi Dayanand University – Vs. – Surjeet Kaur, had held that, "...education is not a commodity." In view of the aforesaid judgments, which clearly and categorically states that Educational Institutions are not providing any kind of service and there cannot be any question of deficiency of service in admission fees etc., Though the

fee structure of Rs.3,25,000/- per year is fixed by the Government, if is only towards the Tuition fees. The complainant is liable to pay caution deposit, library fees, lab fees, record, internet, sports, Recreation fees and other fees and there is no bar on the opposite party institution to collection the fee on other aforesaid heads. Educational Institutions are not providing any kind of services, therefore, in matter of admission fees, etc., there cannot be a question of deficiency of service...” This opposite party denies all other allegations contained in the rest of the paragraphs, such as non-provision of amenities in the campus, services to the out patients, filing of Writ Petition and the Government Order transferring the students to other colleges. In any event all those allegations have nothing to do with the relief sought by the complainant. The complainant completed first two years in the opposite party’s institution. Therefore, the complainant is not entitled to claim the compensation against this opposite party. Hence, the complaint is liable to be dismissed.

4. In order to prove the case, proof affidavits have been filed by both parties as their evidence and Ex.A1 to Ex.A18 were marked. No documents on the side of the opposite party. Written argument of both sides filed. Heard oral argument.

5. At this juncture, the point for consideration before this Commission are:-

1. Whether the complaint is maintainable?
2. Whether there is any deficiency of service on the part of the opposite parties?
3. Whether the complainant is entitled to the relief sought for?
4. To what other reliefs the complainant is entitled to?

6. Point No.1 :- Though the complainant has been residing in Tiruvallur District. The opposite party has been carrying on business within the territorial limits of this Commission. According the complainant he has paid a sum of Rs.19,06,050/- to the opposite party which is well below the pecuniary jurisdiction of this Commission

under Sec.34 (1) of the Consumer Protection Act, 2019. The complainant has paid tuition fee on 25.09.2019. The present complaint has been filed on 19.01.2022. The complainant has filed in CMP.No.15/2022 in CCSr.No.26/2022 to condone the delay of 240 days in filing the complaint and the same has been allowed by this Commission vide order dated 15.07.2022. Therefore, the complainant is a consumer and the complaint has been filed well within the time limit prescribed under Sec.69 of the Consumer Protection Act, 2019 and as such the complaint is maintainable.

7. **Point No.2 to 4:-** It is admitted case of the parties that the complainant was admitted for MBBS 1st year course with the opposite party in 2017. The course fees for 1st year at Rs.10,06,050/-, the opposite party also collected a sum of Rs.9 lakhs towards fees for 2nd year. The complainant further contended that there was no infrastructure in the opposite party institute. He was transferred to Tagore Medical College and Hospital on 29.05.2019 for the reasons that there was no infrastructure in the opposite party institute. There was no proper hospital or allied facilities for patients with the opposite party. Because, of the deficiency in the infrastructure of the opposite party, the complainant has lost one full year in his life. The complainant further contended that he is entitled to refund of fee paid by him in addition to compensation for mental agony and physical sufferings and also lost one year with the opposite party.

8. On the other hand, the opposite party contended that the opposite party is an Educational Institution, and the Consumer Protection Act cannot be invoked against the educational institution. Therefore, this Commission does not have jurisdiction to try this complaint of the complainant. The opposite party relied on (2010) 11 SCC 159, Maharshi Dayanand University – Vs. – Surjeet Kaur, as well as the decision rendered in Civil Appeal No.17802/2017 in SLP (C) No.17679/2017. In both cases,

the opposite party therein were educational institutions. The opposite parties did not admit the students in contravention of the terms and conditions of recognition. In the present case, the opposite party claiming itself as a medical college obtained recognition. Subsequently, students including the complainant were transferred to various other Medical Colleges. Such transfer was effected after considering lack of infrastructure. Therefore, the opposite party herein cannot be considered as is not an educational institution as far as the MBBS course is concerned.

9. The complainant relied on the decision rendered in (2009) 4 SCC 473, *Buddhist Mission Dental College and Hospital Vs. Bhupesh Khurana* wherein the Hon'ble Apex Court as held that the Dental College which neither affiliated with university concerned nor recognized by Dental Council of India (DCI), amounts to deficiency in service. The opposite party in the present case, had admitted receipt of excess fee towards infrastructure, without providing infrastructure. Therefore the opposite party cannot claim itself as an Educational Institution.

10. In the present case, the opposite party not only admitted students in MBBS Degree, but also, admittedly collected fees for two years without providing any infrastructure including a proper hospital or patients. Such act of the opposite party not only amounts to deficiency in service but also amounts to unfair trade practice. Accordingly, the issues 2 to 4 are decided in favour of the complainant.

11. In the result, this complaint is partly allowed. The opposite party is directed

i) To pay tuition fees of Rs.19,06,050/- (Rupees Nineteen Lakh Six Thousand and Fifty only) as collected from the complainant together with interest @ 9% p.a. from 29.05.2019 till the date of realization;

- ii) To pay a sum of Rs.6,00,000/- (Rupees Six Lakh only) towards compensation for wasting one full year of the complainant;
- iii) To pay a sum of Rs.25,000/- (Rupees Twenty Five Thousand only) towards compensation for mental agony and physical sufferings of the complainant;
- iv) To pay a sum of Rs.10,000/- (Rupees Ten Thousand only) towards cost of this proceedings to the complainant within 2 months from the date of receipt of copy of this order;

Failing which, the above amounts (Rs.6,00,000/- + 25,000/- + 10,000/- = 6,35,000/-) shall carry interest @ 9% p.a. from the date of this order till the date of realization.

Dictated by the President to the Steno-typist, transcribed and computerized by her, corrected by the President and pronounced by us in the open Commission on this 13th day of July 2023.

**Sd/-
MEMBER-I**

**Sd/-
PRESIDENT**

List of document(s) filed by the complainant(s):-

Sl.No.	Marked as	Date	Details	Remarks
1.	Ex.A1	29.05.2019	Tuition/Processing fees to Selection Committee (Directorate of Medical Education).	Xerox
2.	Ex.A2	---	Student Identity Card (Ponnaiyah Ramajayam Institutions of Medical Sciences)	Xerox
3.	Ex.A3	30.09.2016	Academic fee receipt.	Xerox
4.	Ex.A4	30.09.2016	Tuition fee receipt.	Xerox
5.	Ex.A5	03.10.2016	Hostel fee receipt	Xerox
6.	Ex.A6	03.10.2016	Caution deposit fee receipt	Xerox
7.	Ex.A7	03.11.2016	Exam fee receipt.	
8.	Ex.A8	12.09.2017	Tuition fee receipt.	
9.	Ex.A9	12.09.2017	Adjusted tuition fee with SC/ST scholarship.	
10.	Ex.A10	12.09.2017	Other miscellaneous fees receipt.	
11.	Ex.A11	20.12.2017	Hostel fee receipt.	
12.	Ex.A12	---	Statement of marks (first year at Ponnaiyah Ramajayam Institutions of Medical Sciences)	
13.	Ex.A13	---	Transfer cum conduct certificate.	
14.	Ex.A14	29.05.2019	GO for transfer to Tagore Medical College and Hospital.	

15.	Ex.A15	09.10.2021	Legal notice.	
16.	Ex.A16	11.10.2021	AD cards.	
17.	Ex.A17	13.10.2021	AD cards.	
18.	Ex.A18	25.10.2021	Reply notice.	

List of documents filed by the opposite party(s):-

- Nil -

**Sd/-
MEMBER-I**

**Sd/-
PRESIDENT**