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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ RSA 176/2025, CM APPL. 68140/2025 (for production of document)

SHISHIR CHAND

S/o Prakash Chand

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.....Appellant

Through: Mr Shishir Chand, Advocate.

versus

TERI UNIVERSITY

Plot No. 10

Institutional Area

Vasant Kunj

New Delhi - 110070

Phone: 01171800222

Email: registrar@terisas.ac.in

Through Registrar

.....Respondent

Through: Ms. Anju Bhushan Gupta,
Mr. Sanyam Gupta and Mr. Aditya
Goel, Advocates.

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER

% **10.03.2026**

CM APPL. 68141/2025 (Exemption)

1. Exemption allowed, subject to all just exceptions.
2. The Application stands disposed of.

RSA 176/2025



3. The Regular Second Appeal under Section 100 read with Section 151 of the Code of Civil Procedure, 1908 (*hereinafter referred to as 'CPC'*) has been filed on behalf of the Appellant against the Judgment and decree dated 22.09.2025 of the learned District Judge- 03, South District, Saket District Courts, New Delhi, who has upheld the Order of the learned Civil Judge ***dismissing the Suit of the Plaintiff/Appellant, for Recovery of Rs. Rs.1,25,350/- along with the interest @18% p.a.***

4. The **Plaintiff/Appellant** filed a Suit bearing No. CS SCJ 84177/2016 for Recovery of Rs.1,25,350/- along with the interest @18% p.a. It was stated that he was a former army cadet of the prestigious National Defence Academy (NDA), a Gold Medalist, head of Delhi chapter of an NGO working to reform healthcare sector. He joined Teri University/Respondent for a two-year MA degree in Public Policy and Sustainable Development in July 2014 for the Academic Session of 2014-2016. The experience of the Plaintiff /Appellant in the very first year of the two-year course was extremely unpleasant and frustrating due to lack of professionalism in conducting the course, false commitments made at the time of joining and rapidly eroding 'brand value' and credibility of the Defendant during first half of 2015, which was evident through extremely disturbing and embarrassing news in the mainstream media concerning Dr. R. K. Pachauri, the Chancellor of the Defendant.

5. The Plaintiff decided to discontinue the course after the first year of two-year MA programme, while availing the option of exiting the course with a one-year diploma in public policy and sustainable development. He strongly felt that the University reneged on its assurance and failed to honor its commitment and promise made at the time of joining the course.



6. The Plaintiff had signed the 'Acceptance Offer' dated 27.06.2014 at the time of joining the programme. A careful perusal of this 'Acceptance Offer' makes it clear that the University was under the commitment to conduct a six weeks (45 days) summer semester, in the form of a project as part of the second semester. The offer categorically stated that *"This is a two-year programme with regular classes split into two semesters in the first year and a research phase in the second year."* It further stated that *"In addition to two semesters in the first year, there would be a summer semester of six weeks."* Despite the best efforts of the Plaintiff, to facilitate the *Summer Project* through constant communication with relevant authorities, the University failed to organize the same. In the first semester, the University had reneged on its commitment to organize a field visit, which was advertised as part of pedagogical tool for MA-PPSD programme at the time of joining.

7. The unprofessional conduct of the Defendant, was also evident during the truncated second semester of the course, when Defendant lent its campus to a film production unit from Mumbai, who shot a movie on a fashion theme with skimpily dressed models rampaging down the corridors, while lectures were being conducted in the most slip shod manner.

8. The Plaintiff wrote an email dated 31.05.2015 seeking partial refund of the fee component of second semester for 45 days, on a pro-rated basis. The Plaintiff stated that he had paid Rs 57,800/- for second semester through DD dated 06.02.2015, in favour of the Registrar, Teri University for barely 4 months of classroom classes for a non-technical course. The Plaintiff has paid approximately Rs.1,20,000/- for the first two semesters.



9. The Plaintiff also sent a reminder email on 10.06.2015 to which, no Reply was given by the Defendant. Plaintiff finally received a response dated 08.07.2015 from the Respondent, after a lapse of one month and a week, denying to refund the fees on the ground that no fee was charged for summer semester, which the Plaintiff found unfair, deceptive and misleading.

10. A rebuttal email was sent on the same day i.e. 08.07.2015 and reminder emails on 29.07.2015 and 31.07.2015, to which no response was received from the Respondent. Compelled by the circumstances, the Plaintiff then wrote on 19.08.2015 to the Chancellor, Dr. R.K. Pachauri. However, the Defendant refused to budge from its stated position. The Defendant kept changing its stand on the reason for denying a refund. It first denied on the pretext that the *Summer Project* was a '*student find*' and did not take responsibility to make any arrangements.

11. On careful perusal of the matter and as an afterthought, Defendant in its e-mail Reply dated 08.07.2015 alleged that there was no fee charged for summer semester of 45 days and hence, it was under no obligation to refund the fee.

12. It was asserted that if no fee had been charged for the summer semester, why was the schedule of the six-week semester planned from 15.05.2015 to 30.06.2015, which is coterminous with the second semester ending in June, 2015 and for which, the entire fee was charged. If the summer semester was a free offering, why was it not planned outside the ambit of second semester and why were classroom lectures in second semester, curtailed to barely four months instead of five to six months. The



Plaintiff thus, sought refund of the fee of two semesters amounting to Rs.1,25,350/- along with the interest @ 18% p.a.

13. The Suit was contested by the **Defendant/Respondent, who in its Written Statement**, took the *preliminary objection* that it is a deemed University recognized by the University Grants Commission (UGC) and the Ministry of Human Resources Development, Government of India. It is one of the few Universities in India, awarded an “A” Grade by the National Assessment and Accreditation Council (NAAC). In the year 2006, the Department of Personnel and Training (DoPT), Government of India, had asked the University, to commence a programme leading to a M.A. in *Public Policy and Sustainable Development* for civil servants from all the services of the Government of India.

14. This programme has been running successfully since then and around 120 civil servants have undergone this programme successfully. The DoPT had awarded this kind of a programme to only three Institutions in India; the other two being Indian Institute of Management, Bangalore and Management Development Institute, Gurgaon. Because of the success of the programme, it has been renewed two times and continues to be offered by the Defendant University.

15. In the year 2011, the programme was opened to self-sponsored candidates, thus permitting Applicants other than civil servants, to join this prestigious programme. In this programme, since the civil servants have a built-in component of a summer semester at a University abroad, which is paid for separately by the Government of India, the University has intentionally left it optional for self-sponsored candidates, so that those who would not like to pay for the foreign trip, could do a project in lieu of the



trip. No fee was charged by the Defendant for the summer semester; whether it was a foreign trip or a project in lieu, of the self-sponsored candidate.

16. It was stated that the Plaintiff had applied as a self-sponsored candidate, to join the regular programme along with the civil servants of the Government of India. He was selected for the Masters programme after due selection process and was offered the admission in the programme commencing from 21st July 2014. It was made clear that, as required by the UGC Regulations and approved by the Academic Council of the University, the MA programme is for two years with regular classes, is split into two semesters in the first year and the research phase in the second year.

17. The Plaintiff opted not to go for a foreign trip, but to do a Project in lieu thereof, *vide* email dated 14.05.2015. The Plaintiff after completing two semesters, he did not do the Project and took a voluntary decision of not pursuing the Master's Course further and requested for granting him a Diploma after completing the first year/two semester. On his request, *the Plaintiff was awarded Postgraduate Diploma in Public Policy, in July, 2015.* After earning the postgraduate diploma, the Plaintiff cannot make unfounded allegations and ask for refund of the fees. Hence, the present suit is liable to be dismissed.

18. The Defendant is governed by the *UGC (Institutions Deemed to be Universities) Regulations, 2016*. As per **Article 6.2(3)** of the said Regulation, provides that *“If a student joins the Institution, and then leaves it in mis-session then the entire fees collected shall be forfeited.”* In view of the UGC Regulations, the Plaintiff is not entitled to any refund or recovery and the Suit is liable to be dismissed.



19. It was further asserted that the Suit was not maintainable, ***being barred by res-judicata***. The Plaintiff had filed a *Consumer Complaint* before the District Consumer Disputes Redressal Forum-VII, Sheikh Sarai, New Delhi, with the same prayer, which was dismissed *vide* Order dated 27.01.2016. The Plaintiff is misusing the process of law, by suppressing the material facts.

20. Furthermore, *the Suit is liable to be dismissed under Order VII Rule 11 CPC as it does not disclose any cause of action*. Moreover, the Suit has not been valued and no court fee has been paid.

21. **On merits**, all the allegations made in the *Plaint*, were denied and same defence, as stated above, was taken.

22. The Plaintiff in the ***Replication***, reaffirmed the assertions made in the *Plaint*.

23. ***Issues*** were framed by the learned Civil Judge *vide* Order dated 07.04.2021, which are as under:-

- (i) *Whether Plaintiff is entitled to decree of refund of fee as claimed in the plaint? OPP*
- (ii) *Whether Plaintiff is entitled the decree of damages as claimed in the Plaint? OPP*
- (iii) *Whether the Plaintiff is entitled to interest, if any, and at what rate? OPP*
- (iv) *Whether Suit of the Plaintiff is not maintainable being res-judicata and liable to be dismissed under Order VII Rule 11 CPC? OPD*
- (v) *Relief.*



24. The Plaintiff examined himself as **PW-1**, who deposed on similar lines as his assertions in the Plaint.

25. Defendant examined **DW-1**, *Sh. Kamal Sharma, Registrar, Teri University*, who also deposed on similar lines as the defence taken in the Written Statement.

26. The **learned Civil Judge vide impugned Judgment dated 22.09.2025** concluded that though the Plaintiff was claiming that the Defendant/University did not fulfil their commitment regarding the organization of field trip and the Summer Project, but no concern had been raised about the quality of education or teaching offered during the first and second semesters; there were no allegations to suggest any deficiencies in this regard. The Plaintiff's sole contention was that the classes were barely held during the second semester due to a film shooting at the University, however, Plaintiff did not provide sufficient evidence to substantiate these claims. Also, no evidence was led in respect of the allegations against the brand value of the University being eroded because of the disturbing and embarrassing news of the Chancellor of the Defendant University. Furthermore, the Plaintiff himself had voluntarily opted to drop out of the course after completion of first year. Since no fees was charged for the summer semester therefore, the Plaintiff was not entitled to any relief. **The Suit of the Plaintiff was consequently dismissed by the learned Civil Judge vide Judgment dated 27.09.2023.**

27. Aggrieved by the dismissal of the Suit, **the Appellant/Plaintiff preferred an Appeal vide RCA DJ No. 60/2023** wherein all the contentions were reagitated. However, the learned District Judge endorsed



the findings of the learned Civil Judge and dismissed the Appeal *vide* Order dated 22.09.2025.

28. Aggrieved by the dismissal of the Suit, as well as the Appeal, the present ***Regular Second Appeal under Section 100 read with Section 151 CPC, has been filed.*** The ***grounds of challenge*** are that both the impugned Orders have left substantial and mixed question of law and facts unaddressed, particularly those relating to violation of three Sections of UGC and have simply taken an adverse view about retrospective applicability of UGC Regulations, without appreciating the law as laid down by the Hon'ble Supreme Court of India in SLP Civil No. 12591-12596/2020 titled *University of Kerala and Ors. vs. Merlin J.N. and Another etc.*

29. It has not been considered that the Respondent University published a misleading Brochure/prospectus and had made false claims about six weeks Summer Project, field visits for on-site experiential learning, Seminars and Workshops, to dishonestly induce students to join the course in contravention of UGC guidelines, as well as *Section 2 (28) of the Consumer Protection Act, 2019.*

30. A disproportionate burden had been placed on the Appellant, to prove the totally unauthorized, illegal and unlawful act of the Respondent, to let out its campus for film shooting during teaching hours, without the necessary sanction/approval, which led to disruption of class and truncation the second semester. The photographs of film shooting and evidence affidavit of a witness corroborating the allegations of film shooting, have been erroneously repudiated by observing that it was having no evidentiary value.



31. The series of emails sent by the Appellant to the Registrar and Chancellor of the Respondent upon cancellation of the summer semester, has been given a totally different meaning and perspective. The UGC curriculum framework for both UG and PG courses enjoins 90 working days in a Semester and there is no distinction between the two courses *qua* the number of classes to be conducted in a semester.

32. The impugned Judgment is fundamentally flawed and totally misconceived and legally unsustainable, as it fails to address both elementary and mixed questions of law and facts. Section 6.5 of UGC Regulation, 2016 provides that every Institution deemed to be University, shall publish before expiry of sixty days, prior to the date of the commencement of admission to any programme. Each component of the fee, deposits and other charges payable by the students admitted to such institution. However, the Respondent had blatantly violated this Regulation in respect of non-sponsored students, by failing to organize the six weeks Summer Semester and the same amounted to misrepresentation and false claim of manner/standard of instruction of a career course.

33. The Respondent/University nowhere in the Programme, Outline of its Information Brochure/Prospects for MAPPSD Course (2014-16) or in the tabular illustration of fee payment plan or the Offer Letter dated 27.06.2014, stated that no fee would be charged for the Summer Semester of six weeks. Moreover, the Summer Semester was arbitrarily and whimsically cancelled by the Respondent University and no efforts was made to organize the same at a later date, til the Appellant exited the course for a host of reasons including cancellation of Summer Semester.



34. Likewise, field visits for on-site experiential learning along with the Seminars and Workshops, was an intrinsic part of the course curriculum as indicated under the head “pedagogical tools” for the conduct of the MAPPSD programme (2014-16) and advertised on the website of the University. However, the same was not delivered as no field visit, no Workshop or Seminar at the on-site, was conducted by the University, which had been admitted by DW1 in his cross-examination on 09.11.2022.

35. The key factor that had influenced the Appellant’s decision to join the programme, was the opportunity to engage with government servants with actual work situation on real time basis for on-site experiential training and doing field projects under the supervision of an expert or qualified person from the University, which never took place.

36. The Respondent failed to honour the UGC mandate given in Clause 6.5 which states that every institution deemed to be university shall publish a prospectus 60 days prior to the date of commencement of admission to any of its courses or programmes of study. The Respondent University failed to state in advance that the six-weeks summer semester, field visits or on-site seminars and workshops, had to be driven by the students themselves and that no fee was charged for the same. The Respondent University simply conducted classroom lectures, tutorials and lectures by visiting guests in the first year of the two-year MA Programme. However, the University failed to organize the *six-weeks summer semester* on a core project of choice of the non-sponsored students.

37. Furthermore, the Campus was lent out illegally and unlawfully for film shooting that disrupted the classes.



38. Reference is placed on *University of Kerala & Others vs. Merlin J.N. & Another (2022), SLP (Civil) Nos. 12591–12596/2020*, wherein the Supreme Court of India held that while reinforcing that regulatory frameworks must adapt to practical challenges, even in the context of another UGC Regulation of the same year, i.e., 2016 relating to the appointment of lecturers, such regulations may be applied retrospectively. The Court further underscored the Judiciary's role in ensuring that regulatory amendments are interpreted in light of legislative intent and contextual necessity.

39. It is next contended that *Clause 6.10 of the UGC Regulations, 2016* provides that where a student, after having been admitted to an Institution for pursuing any course or programme of study, subsequently withdraws, the Institution shall not refuse to refund such percentage of the fee deposited by the student, as specified. The e-mails dated 10.06.2015 and 31.05.2015 of the Appellant in this regard, have been misconstrued and have not been interpreted in the right perspective.

40. The Appellant during the 15 days gap between the first two emails, and subsequent to not getting any response to his first email dated 14.05.2015, sent to Mr. Debajit of the Respondent at Vasant Kunj campus office for arranging the 45 days summer project, he had personally met Dr. Ranjana Saikia and Mr. Amit Thakur of the Respondent at the Administrative Office, Defence Colony. However, all three authorities of the Respondent failed to respond to the Appellant to address his concern in regard to six weeks summer semester. These facts are well documented in email dated 31.05.2015 sent by the Appellant. Therefore, the Appellant took a decision to exit the programme with a PG Diploma, on the condition that



the University will refund the fee component for the six weeks Summer Semester, on *pro rata* basis. The refund, however, has been outrightly refused.

41. The email dated 10.06.2015 of the Appellant was triggered after the Respondent made an attempt on telephone, to discourage the Appellant from exiting the programme and to somehow get him enrolled for the second year and pay an additional fee of Rs.1.25 Lakh for the third and fourth semesters, in order to be eligible for a PG Diploma after one year. However, no efforts were made by the Respondent University to arrange the Summer Project until 19.08.2015, three months after it was scheduled, as is evident from the various emails. Therefore, the email dated 10.06.2015 of the Appellant is not only self-contradictory as observed by the learned District Judge, but a careful perusal of its contents and the tone of the aforesaid email speaks for itself and points to a condition imposed by the University for the grant of PG Diploma.

42. The learned District Judge accepted the contention of the Respondent University that no fee was charged for the Summer Semester, but remained silent on the core issue of mis-representation and false claim made by the Respondent *qua* the manner/standard of instruction, the teaching methodology to be adopted and the ambiguous fee structure, which was in direct contravention of Rule 6.5 of UGC Regulations.

43. It was further contended that Rule 6.11 of the UGC Regulations, 2016 provided as:

No institution deemed to be university shall, issue or publish-
(a) Any advertisement for inducing students for taking
admission in the institution, claiming to be recognized



by the appropriate statutory authority where it is not so recognized; or

(b) Any information, through advertisement or otherwise in respect of its infrastructure or its academic facilities or of its faculty or standard of instruction or academic or research performance, which the institution, or person authorized to issue such advertisement on behalf of the institution knows to be false or not based on facts or to be misleading.

44. It is claimed that the information Brochure amounted to misleading advertisement and was also barred *under Section 2 (28) of the Consumer Protection Act, 2019.*

45. The Respondent University acted unlawfully by letting out its campus for film shooting by a film production unit from Mumbai, on the theme of fashion without obtaining the necessary sanction or approval from competent authority i.e. UGC. The learned District Judge failed to appreciate that such film shooting led to truncation of the second semester against the 18 weeks/90 days, as mandated by UGC curriculum. The admissions made by DW-1 in his cross-examination dated 09.11.2022 established beyond reasonable doubt, the illegality of the Respondent's act to let out the campus to film shooting, thereby totally disrupting and vitiating the atmosphere of the University.

46. The learned District Judge in the impugned Order, has erroneously observed that the Appellant had failed to furnish specific shooting schedule i.e. time and duration of the same. The Appellant claimed that he had already established the foundational facts linked to the illegal act of the



Respondent. Furthermore, the Appellant had also filed the Affidavit of Mr. Siriyal Patel, the second of three non-sponsored students in the batch of 18 students including 15 civil servants. Mr. Patel in his Evidence Affidavit corroborated that the campus had been let for film shooting, when classes were on and lectures were being delivered. The Appellant reasonably discharged the burden under Section 101 and 102 of the Indian Evidence Act.

47. The impugned Order of learned District Judge had presumed that the Respondent delivered 18 weeks of classes in the second semester, by giving unreasonable and disproportionate credence to the prospectus/information brochure of the Respondent University. The conclusions have been arrived on totally incorrect assumption that the programme outline as stated in the brochure/prospectus were honoured *in toto* by the Respondent when on the face of the prospectus, the entire summer semester six weeks as indicated therein was wiped out arbitrarily.

48. In the civil proceedings, the Plaintiff has to prove his claim by preponderance of evidence to establish legal liability, which had been successfully discharged by the Appellant. Moreover, the learned District Judge has wrongly observed that the Appellant was only dissatisfied by the cancellation of six weeks Summer Semester and later claimed the film shooting to be the contributing factor, for exiting from the course as was taken in his email trail between 14.05.2015 to 19.08.2015, which is absolutely incorrect. In his email dated 08.07.2015, this aspect had been mentioned.

49. Additionally, the Appellant had taken the plea of *the reputation of the institution being seriously hit due to adverse media reports* of his



Chancellor, battling a sexual harassment charge during the pendency of the Second Semester, which also was one of the contributing factors to his decision to discontinue the course midstream. This factor has been down played by the learned District Judge, who simply stated that “*though some kind of erosion of image may be there, but that cannot be made a reason to claim deficiency in service.*”

50. The learned District Judge has selectively quoted from the various emails of the Appellant and replies of the Respondent marked as Ex. PW1/Z. The first three emails of the Appellant dated 31.05.2015, 10.06.2015 and 02.07.2015, focused exclusively on the cancellation of Summer Semester and once he decided to exit from the course, he laid down the other reasons for doing so.

51. The learned District Judge has failed to consider four Judgments passed by the Hon’ble Supreme Court, NCDRC and a District Consumer Forum on mis-representation, mis-selling, false claims and fraudulent admission to an educational institution on which, reliance had been placed by the Appellant i.e. Sarvepalli Radhakrishnan University and Anr. vs. Union of India W.P. (Civil) No.1001/2017, Bhupesh Khurana & Ors. vs. Vishwa Budha Parishad & Ors., (2001) 2 CPJ 74 (NC), Modern School vs. Union of India, (2004), and Zeba Salim vs. VLCC Healthcare Ltd CC/365/2022.

52. The reference of the learned District to Section 106 of the Indian Evidence Act, is misplaced. The Appellant claims that he had discharged his primary burden under 101 and 102 of the Indian Evidence Act. If the learned Trial Court was not satisfied with the evidence led by the Appellant, then nothing prevented the learned Trial Court or the First Appellate Court, to



seek production of Attendance Register of the second Semester of MAPPSD Batch 2014-2016 from the Respondent, in order to ascertain the true facts.

53. Hence, a prayer is made that the impugned Judgment dated 22.09.2025 of the learned District Judge, be set-aside and the Suit of the Appellant for Recovery of fee in the sum of Rs.1,25,500/- for two Semesters, be refunded along with the interest @18% and cost of Rs.50,000/- incurred by the Appellant, in pursuing the course.

54. The Appellant filed his *Supplementary Affidavit* wherein questions of law formulated by him were (i) whether the Regulations of UGC were binding on the Respondent/University, a UGC deemed University?

- (ii) *Whether the University in terms of the Judgment of the Hon'ble Supreme Court in University of Kerela & Others vs. Merlin J.N. & Another, (2022)?*
- (ii) *Whether the Respondent University acted in violation of 6.5 of UGC Regulation, 2016 in its failure to proactively disclose in its prospectus and offer letter the fee component for each module?*
- (iii) *Whether the Respondent University acted in abject violation of Section 6.11 of UGC Regulation that bars the deemed University from making misleading advertisements?*
- (iv) *Whether the Respondent University acted unlawfully during the course of second semester by letting out its campus for film shooting?*
- (v) *Whether the Judgments of the Hon'ble Supreme Court and NCDRC have in respect of mis-representation and*



*mis-selling of career courses on the basis of false claims,
has been considered in the right perspective.*

Submissions heard and the record perused.

55. The case of the Appellant was that he had taken an admission for two-year MA Programme for the academic year 2014-2016, with the Respondent University. He successfully attended two Semesters for which, he had paid the fee Rs.1,25,000/-.

56. His only grievance, which arose subsequently was that as per the Prospectus, he was to do a Summer Semester for 45 days, but the Respondent company failed to show enough interest in arranging for this summer programme, which was part of the first-year programme.

57. The Respondent had explained that essentially this programme had been commenced for civil servants, who were entitled to do a semester in the foreign country, on the cost of the Government. Because the Plaintiff/Appellant was a self-sponsored candidate, an option was given to the such candidates to do a *Summer Semester programme* of 45 days. The Plaintiff/Appellant after attending the classes for one year, became dissatisfied with the way in which this 45 days Semester Programme was handled by the University, he therefore, got disgruntled and decided to not pursue the second year of the programme.

58. The **second ground** which upset the Appellant was that the campus of the University, had been let out for a *film shooting programme* which according to him, not only truncated the classes of second semester, but also vitiated the atmosphere of the University, as it was a fashion programme that was shot with the participants roaming around in skimpy dresses.



59. The **third ground** which further irritated the Respondent, was the allegations of sexual harassment against the Chancellor of the University which according to him, was published in the media and *brought disrepute to the University*.

60. The learned Civil Judge, as well as, the learned District Judge, has covered all these aspects in detail and has found that none of these three grounds impacted on the completion of first year of the programme, so much so the Appellant admittedly took the Diploma Degree for having completed one year; rather than an MBA degree had he completed his two years of the Programme. The Plaintiff/Appellant himself has benefitted by attending one year programme and having taken the benefit and accepting the diploma, he cannot now turn around to claim that he is entitled to refund of fee. Once, he has acquired a benefit by way of Diploma by attending one year of the programme, he cannot turn around to say that he is entitled to the refund of the fee.

61. The grievance of the Appellant, commenced when he was told to arrange for his own Summer-Semester programme of 45 days, which he insisted should have been arranged by the Respondent. Dissatisfied, he started claiming refund for this Summer-Semester programme of 45 days, which was denied by the respondent on the ground that no fees had been charged for this project. This irked the Appellant further, but he has not been able to prove that there was any additional fee paid for this Summer programme, as has been correctly held by the two Courts. This is essentially a finding of fact and does not raise any question of Law.

62. It further emerges from his own pleadings that he, thereafter, decided to quit, for which his other grounds of truncated classes of second



Semester and undermining of reputation of Institution, were cited to seek refund of entire fees. However, as has been rightly observed by the two Courts, there was no evidence to show that mere shooting in the campus, impacted the course outline or that the Appellant suffered in any manner. Rather, he opted to take the benefit by accepting one year Diploma.

63. The learned District Judge, as well as the Civil Judge and the Appellate Court in their respective Judgments, have considered all these aspects in detail and there is no infirmity in their findings. The substantial questions, which have been formulated by the Appellant, are in fact questions relating to re-appreciation of facts, which cannot be termed as substantial question of law.

64. There is no merit in the present Appeal, **which is hereby dismissed and disposed of accordingly along with the pending Applications.**

NEENA BANSAL KRISHNA, J

MARCH 10, 2026/RS