



2025:DHC:4185



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

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Judgment Delivered on: 02.05.2025+ **W.P.(C) 12305/2019****NAYA SAMAJ PARENTS ASSOCIATION THROUGH ITS****PRESIDENT**

.....Petitioner

Through: Mr. Khagesh B. Jha, Ms. Shikha
Sharma Bagga, Mr. Ankit Mann and
Ms. Jyoti, Advs.

versus

APEEJAY SCHOOL SHEIKH SARAI AND ANR.....Respondents

Through: Mr. Sanjeev Ralli, Sr. Adv. with Mr.
Anurag Ahluwalia, Sr. Adv., Mr.
Shubham Yadav, Mr. Chetanya
Baweja, Mr. Ravi Kant Yadav and
Mr. Praful Nawani, Advs. for R-1
Mr. Abhinav Sharma, Adv. for DOE.

CORAM:**HON'BLE MR. JUSTICE VIKAS MAHAJAN****JUDGMENT****VIKAS MAHAJAN, J (ORAL)****CM APPL. 17722/2025 (stay of striking down names of students)**

1. The captioned writ petition has been filed by the petitioner claiming itself to be an association of fee paying parents (in short 'members') whose wards are studying in the respondent no.1 school (hereinafter 'school'), seeking direction to the respondent no.2/DoE to determine the quantum of

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actual fee payable to the school by the petitioner after auditing the account of the school as per the law laid down by the Hon'ble Supreme Court in ***Modern School vs. Union of India***.

2. The instant application has been filed by the petitioner praying for an interim order to stay the operation of striking down of names of students and seeking direction to the school not to take any coercive action against the wards of members of the petitioner's society.

3. The averments made in the application are that the school had struck off the names of few of the students of Class IX who have been promoted to Class X in the present Academic Session 2025-26, from the rolls of the school module on account of non-payment of fee.

4. Mr. Khagesh B. Jha, the learned counsel for the petitioner/applicant has invited attention of the Court to the sample notices attached to the present application to contend that some of the parents of the students of the school have been given a notice alleging that due to their failure to pay the fee dues even after grant of various opportunities, the school has left with no option but to strike off the name of their children from the rolls of the school under Rule 35 of the Delhi School Education Rules, 1973 (in short 'Rules').

5. Mr. Jha also draws attention of the Court to the order dated 05.05.2020 passed in W.P (C) 3041-42/2020 to contend that the said petition was filed by the respondent school against the orders passed by the Office of District Magistrate (South) to register the FIR against the school. In the said petition, learned Senior Counsel appearing for the respondent no.1 school had given an undertaking that the school will continue to charge the fee in terms of the order dated 27.05.2019 in W.P (C) 5982/2019, as well as, order dated 31.07.2019 in W.P (C) 7459/2019, subject to further orders to be



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passed in the said writ petitions.

6. He submits that members have been regularly sending the cheques as per the fee structure of the 2017-18 permitted to be collected by school but the same were returned by the school as the school demands the increased fee, which is contrary to the undertaking given by the school in the order dated 05.05.2020 passed in W.P.(C) 3041/2020.

7. He further submits that the school is situated on the land allotted by the DDA and the school has not provided the lease document to the Directorate of Education claiming it to be a non-land clause school.

8. Mr. Jha further submits that the observations made in ***Action Committee Unaided Recognised Private Schools vs Directorate of Education¹, 2024 SCC OnLine Del 3121***, (hereinafter ***Action Committee II***) sought to be relied upon by the school, are only tentative and not binding. To buttress his contention, Mr. Jha relies upon the order dated 08.04.2025 passed in LPA 241/2025 titled as ***Naya Samaj Parents Association vs Action Committee*** and the decision of Hon'ble Supreme Court in ***State of Assam vs. Barak Upatyaka DU Karamchari***.

9. Mr. Jha further contends that the decision in ***Action Committee Unaided Recognised Private Schools vs Directorate of Education,² 2019 SCC OnLine Del 7591***, (hereinafter ***Action Committee I***) is *per incurium*, in as much as, the same does not take into account the following decisions which lay down that the Government has unfettered discretion to impose any conditions or restrictions in its grants and the rights, privileges and obligations of the guarantee would be regulated according to the terms of the

¹ Order dated 29.04.2024 in W.P. (C) 5743/2024

² Judgment dated 15.03.2019 in W.P. (C) 4374/2018



grants notwithstanding with any statutory or any common law - (i) *State of U.P vs. Zahoor Ahmad*; (1973) 2 SCC 547; (ii) *Union of India vs. Dinshaw Shapoorji Anklesari*, (2014) 14 SCC 204; (iii) *Union of India vs. Jain Sabha*, (1997) 1 SCC 164; (iv) *Social Jurists vs. State (NCT of Delhi)*, 2007 SCC OnLine Del 473; and (v) *Union of India vs. Moolchand Kharaiti Ram Trust*, (2018) 8 SCC 321.

10. He further relies upon the decision of the Hon'ble Supreme Court in *Modern School vs. Union of India*, (2024) 5 SCC 583, as well as, decision of this Court in *Justice for all vs. Govt. of NCT of Delhi*, 2016 SCC OnLine Del 355 to contend that schools are bound by the terms and conditions of allotment which means that the school cannot increase the rates of tuition fee without prior sanction of DoE where the allotment letter/lease deed provides for such a clause.

11. The school has been represented by Mr. Sanjeev Ralli, as well as, by Mr. Anurag Ahluwalia, the learned Senior Counsel for the respondent no.1 school.

12. Mr. Ralli submits that the present application itself is not maintainable. Elaborating on his submission, he submits that the school has struck off the names of the 07 students due to non-payment of outstanding school fee for the last 04 years in terms of Rule 35 of the Rules and the said 07 different orders are of the even date 17.03.2025, but there is no prayer seeking quashing of said orders, therefore, no interim relief/stay can be asked *qua* the school decision dated 17.03.2025.

13. He submits that interim relief can be claimed in aid of final relief, therefore, the interim relief is not maintainable as it is far beyond the scope of the writ petition filed in 2019 seeking direction to DoE to fix the quantum



of actual fee payable to the respondent no.1 school.

14. Mr. Ralli further contends that ever since the writ petition has been filed, no interim order has been passed on the interim application filed by the writ petition seeking direction to the school to accept the fee as per the fee structure of Academic Year 2017-18 till the determination of fee by the DoE.

15. He submits that 1414 fee paying students except about 20 students including 07 students in question, remaining 1394 students have been paying fee as per the fee bills raised from time to time. He submits that there is no justification with few handful students to pay lesser fee as per their choice.

16. He submits that fee tendered by the parents of aforesaid 20 students is as per the fee rates of 2017-18 which cannot be applied to the subsequent years.

17. Mr. Ralli submits that no approval of DoE is required by the school being unaided private recognised school before increasing its fee. He places reliance on the decision of the coordinate bench in **Action Committee I** (supra). He submits that the decision in **Action Committee I** has again been referred and followed in the subsequent order in **Action Committee II** (supra) reiterating that unaided recognised private school is not required to take approval of the DoE before increasing its fee, irrespective of whether the land clause does, or does not, apply to it.

18. Mr. Ralli submits that LPA 563/2024 and LPA 241/2025 were filed against the above order in **Action Committee II** and the same were disposed of *vide* orders dated 09.07.2024 and 08.04.2025, respectively, without interfering with the order in **Action Committee II**.



19. Mr. Ralli contends that in the case of respondent no.1 school, there is no clause in the DDA's allotment letters dated 11.04.1975 and 27.06.1975 requiring the school to seek prior approval of DoE before increasing the fee. He has referred to the said allotment letters filed along with the written submissions. Clarifying issuance of two allotment letters, Mr. Ralli submits that originally school was to be allotted land by DDA at New Friends Colony but later the land was allotted in Sheikh Sarai where the present school building was constructed in or around 1975-76. He submits that no lease deed has been executed by DDA till date in respect of the above school land.

20. Mr. Ralli invites attention of the Court to the allotment letter dated 08.06.1992 and 18.05.1993 issued by the DDA for another land of Apeejay School at Saket to submit that the said allotment letters contain a clause requiring the school to seek prior approval from DoE for increasing the fee but no such condition has been imposed in the letter of allotment of land to the respondent no.1 school. He further submits that even otherwise, clause providing for DoE's approval in the allotment letter of other school at Saket is of no consequence in light of the judgment and order in **Action Committee I** and **Action Committee II**, respectively.

21. Mr. Ralli has also drawn attention of the Court to the following orders passed by this Court in various writ petitions directing payment of full fee arrears by parents by granting time to pay the same in instalments with further directions to continue to pay the school fee as per the fee bills subject to the outcome of the pending writ petitions:

- i. Order dated 06.09.2022 in W.P.(C) 3858/2022
- ii. Order dated 16.02.2024 in W.P.(C) 3383/2020



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iii. Order dated 23.02.2022 in W.P.(C) 3330/2022

iv. Order dated 12.03.2025 in W.P.(C) 3166/2025

22. Mr. Ralli contends that reliance placed by the petitioner/applicant on the order dated 05.05.2020 passed in **W.P. (C) 3041-42/2020** is misplaced as the said order apply only to the Academic Years 2018-19 and 2019-20, whereas the school fee is fixed by the Managing Committee before commencement of each Academic year as per the projected expenditure which may vary from year to year.

23. He submits that the outstanding fee arrears demanded by the school from the aforesaid students are for subsequent years i.e. 2021-22 to 2024-25. He submits that there is no challenge to any proceedings to the fee fixed by the respondent no.1 school for the past 04 academic years.

24. Mr. Abhinav Sharma, the learned counsel for the respondent no.2/DoE has argued on the lines of the stand taken in the short affidavit dated 02.04.2025.

25. I have heard the learned counsel for the petitioner, as well as, the learned senior counsels for the respondent no.1 school and the learned counsel for the respondent no.2/DoE and have perused the record.

26. The controversy involved in **Action Committee I** essentially revolved around the question as to whether prior approval of the DoE is required before increasing its fee in case of schools covered by the “land clause”. The DoE *vide* circular dated 17.10.2017 had permitted unaided private schools to hike interim fee to meet the additional expense which they had to incur consequent upon the recommendations of 7th CPC, which required to them increase the salary of their teachers and staff.



27. The said circular was later withdrawn by the DoE by its subsequent circular dated 13.04.2018 to the extent it applied to schools which were situated on land provided to schools at concessional rates by public bodies, and the lease deeds thereof provided a clause, requiring the school to take prior approval of the DoE before increasing its fee.

28. The Coordinate Bench of this Court, after examining various decisions of the Hon'ble Supreme Court, as well as, of this Court on the issue, held that what is proscribed is indulgence in profiteering and charging of capitation fee, thereby "commercialising" education, but there is no requirement for the school to take prior approval of the DoE before enhancing its fee. The only obligation on the School under Section 17(3) of the Delhi School Education Act is to submit its statement of fee in terms of the said provision. It was further laid down that if pending the decision of DoE on the School's Statement of Fee, the school decided to commence charging the enhanced fee from the beginning of the next academic session, it cannot be said that the school had, in any manner, infringed the provisions of the DSE Act or the DSE Rules. Incidentally, the judgment in **Action Committee I**, took note of the decision in **Modern School** (supra), as well as, decision of this Court in **Justice for All** (supra). The relevant para from **Action Committee I** reads thus:

"207. Proceeding, now, to the merits of the impugned Order, i.e., to the validity of the objection, by the DoE, regarding non-obtaining, by the petitioner, "prior approval" of the DoE, before enhancing its fees, it would become apparent, from a reading of the discussion hereinabove, and the law laid down by the various decisions cited in that regard, that, in the matter of fixation of fees, the distinction, between the rights of unaided non-minority schools, and unaided minority schools, is practically chimerical.



In both cases, the schools are entitled to complete autonomy in the matter of fixation of their fees and management of their accounts, subject only to the condition that they do not indulge in profiteering, and do not charge capitation fee, thereby “commercialising” education. There is no requirement for the school to take “prior approval”, of the DoE, before enhancing its fees. The only responsibility, on the School, is to submit its statement of fee, as required by Section 17(3) of the DSE Act. Mr. Gupta is right in his submission that, having done so, the schools could not be expected to wait ad infinitum, before the said statement of fees, submitted by them, was examined and verified by the DoE. Any such examination and verification, too, it is clarified, would have to be limited to the issue of whether, by fixing its fees, or enhancing the same, the school was “commercialising” education, either by charging capitation fee or by indulging in profiteering. If, therefore, pending the decision of the DoE on its Statement of Fee, the school decided to commence charging the enhanced fee from the beginning of the next academic session, it cannot be said that the school had, in any manner, infringed the provisions of the DSE Act or the DSE Rules.”

(emphasis supplied)

29. Yet again, a similar controversy arose in **Action Committee II** with the issuance of an order dated 27.03.2024 by the DoE, whereby the private unaided schools in Delhi, who had been allotted land by the government agencies were directed to submit their proposal for increasing tuition fee/fee for the Academic Session 2024-25 latest by 15.04.2025 and it was strictly directed that such schools shall not increase any fee until the sanction is conveyed to their proposal by Directorate of Education.

30. The Coordinate Bench of this Court relying upon the decision in the **Action Committee I**, vide order dated 29.04.2024 observed that unaided recognised private schools are not required to take prior approval of the DoE before increasing its fee, irrespective of whether the land clause does or does



not apply to it. The Court also noted that the operation of the judgment in ***Action Committee I*** has not been stayed in the *intra court* appeal carried to the Hon'ble Division Bench against the said judgment in ***LPA 230/2019*** titled as ***Directorate of Education vs. Action Committee Unaided Recognised Private Schools***, though, interim order was passed only to the extent that the 'land clause' school would not collect the amount constituting interim fee hike in terms of order dated 17.10.2017 issued by the DoE. The relevant excerpt from the interim order dated 03.04.2019 passed in ***LPA 230/2019*** reads thus:

“6. Till the next date of hearing, none of the land clause Schools will proceed to collect the amount constituting the interim fee hike in terms of 17th October 2017 circular issued by Appellant No.1.”

31. In this backdrop, the Court observed that there was no interference, interlocutory or otherwise with the decision of the judgment in ***Action Committee I*** that, before hiking fees, unaided recognised school is not required to obtain prior approval of the DoE.

32. The relevant paras of the order in ***Action Committee II*** read thus:

*“19. The decision in ***Action Committee Unaided Recognized Private Schools*** was carried in appeal to the Division Bench in ***LPA 230/2019 (Directorate of Education v. Action Committee Unaided Recognised Private Schools)***.”*

20. On 3 April 2019, notice was issued by the Division Bench on the said LPA. The only interim order which was passed was that land clause schools would not collect the amount constituting interim fee hike in terms of the 17 October 2017 order issued by the DoE.

*21. There was, therefore, no interference, interlocutory or otherwise, with the decision, in the judgment in ***Action Committee Unaided Recognized Private Schools*** that, before hiking fees, unaided recognised school is not required to obtain*



prior approval of the DoE.

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29. ***The resultant legal position, as it exists today, following Action Committee Unaided Recognized Private Schools, is that an unaided recognized private school is not required to take prior approval of the DoE before increasing its fees, irrespective of whether the land clause does, or does not, apply to it.***

30. I am constrained, at this stage, to enter a somewhat unhappy comment.

31. Respect for judicial pronouncements is one of the pillars of the edifice of the rule of law. The principle that private unaided schools do not have to seek prior approval before enhancing their fees, so long as they do not indulge in profiteering or commercialization of education by charging capitation fees, as well as the proposition that there is a distinction between “commercialization of education” and making of profits, as enunciated in **Action Committee Unaided Recognized Private Schools**, remains undisturbed till date, though the decision is under challenge before the Division Bench. The only interim direction that has been passed, in order dated 3 April 2019 of the Division Bench in LPA 230/2019 (**DOE v. Action Committee Unaided Recognised Public Schools**) is against collection, by the school, of the interim fee hike as allowed by the DoE Circular dated 17 October 2017. On the prayer for stay of the decision in **Action Committee Unaided Recognized Private Schools**, the Division Bench, in its order dated 8 April 2019 in LPA 230/2019, has observed that the matter would need detailed consideration, and proceeded to fix a series of dates for hearing the issue. That hearing, however, has not taken place, and no interim stay of the operation of the judgement in **Action Committee Unaided Recognized Private Schools** has, therefore, been granted.

32. The DoE, howsoever, dissatisfied it may be with the judgment of this Court in **Action Committee Unaided Recognized Private Schools** has to respect it, so long as it stands. The attitude of the DoE in continuously issuing Circulars threatening recognized unaided schools with action in the event of their increasing their fees without obtaining prior approval of the DoE



is objectionable, and cannot be allowed.

33. Nor can the DoE issue such Circulars, in the teeth of the decision in **Action Committee Unaided Recognized Private Schools** and, when they are challenged, seek to re-argue the points which were canvassed and considered in **Action Committee Unaided Recognized Private Schools**. Schools cannot be driven to litigation thus. The grievances against the decision in **Action Committee Unaided Recognized Private Schools** have, if at all, to be ventilated before the Division Bench before which the appeal is pending. So long as there is no interdiction, interlocutory or otherwise, by the Division Bench, with the principle in **Action Committee Unaided Recognized Private Schools** that no prior approval of the DoE is required before an unaided recognised school increases in its fees, even if situated on land to which “land clause” applies, it is the decision in **Action Committee Unaided Recognized Private Schools** that would apply, and the DoE is required to respect that position.

34. There can be no gainsaying the fact that the impugned order is directly contrary to the law laid down in **Action Committee Unaided Recognized Private Schools**.”

(emphasis supplied)

33. Insofar as contention of Mr. Jha that the judgment in **Action Committee I** is *per incurium*, therefore, the same is not binding, is concerned, suffice it to say that the petitioner cannot raise the pleas and contentions questioning the correctness of judgment in **Action Committee I** before this Court when against the said judgment an *intra court* appeal [LPA 230/2019] has been preferred by the DoE and the same is pending consideration before the Division Bench.

34. Further, as noted above an interim order was passed in LPA 230/2019 limited to the aspect that none of the land clause Schools will proceed to collect the amount constituting the interim fee hike in terms of 17th October 2017 circular issued by DoE. It is apparent that the said interim direction



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was issued to preserve the *status quo* as regard collection of amount constituting interim fee hike in terms of aforesaid circular, till the matter is finally decided in the said LPA laying down a binding precedent.

35. The fact, however, remains that the judgment in ***Action Committee I*** has not been quashed or set aside. The law is well settled that even where the operation of a judgment has been stayed or kept in abeyance, the reasoning of the judgment still continues to operate and exist, till the judgment itself is set aside.

36. In this regard, reference could profitably be made to the decision of the Hon'ble Supreme Court in ***Shree Chamundi Mopeds Ltd. vs. Church of South India Trust Association CSI Cinod Secretariat, Madras, (1992) 3 SCC 1***, wherein the Hon'ble Apex Court observed that a stay on the operation of an order only means that the stayed order would not be operative from the date of passing of the order, and it does not mean that the said order has been wiped out from existence. The relevant portion of the decision reads as under:

“10..... While considering the effect of an interim order staying the operation of the order under challenge, a distinction has to be made between quashing of an order and stay of operation of an order. Quashing of an order results in the restoration of the position as it stood on the date of passing of the order which has been quashed. The stay of operation of an order does not, however, lead to such a result. It only means that the order which has been stayed would not be operative from the date of passing of the stay order, and it does not mean that the said order has been wiped out from existence. This means that if an order passed by the appellate authority is quashed and the matter is remanded, the result would be that the appeal which had been disposed of by the said order of the appellate authority would be restored and it can be said to be pending before the appellate



authority after the quashing of the order of the appellate authority. The same cannot be said with regard to an order staying the operation of the order of the appellate authority because in spite of the said order, the order of the appellate authority continues to exist in law and so long as it exists, it cannot be said that the appeal which has been disposed of by the said order has not been disposed of and is still pending. We are, therefore, of the opinion that the passing of the interim order dated February 21, 1991 by the Delhi High Court staying the operation of the order of the appellate authority dated January 7, 1991 does not have the effect of reviving the appeal which had been dismissed by the appellate authority by its order dated January 7, 1991 and it cannot be said that after February 21, 1991, the said appeal stood revived and was pending before the appellate authority.”

(emphasis supplied)

37. The principle enunciated in the aforesaid decision of the Hon'ble Supreme Court has further been employed by the Division Bench of this Court in **Principal Commissioner of C. Ex., Delhi-I vs. Space Telelink Ltd., 2017 SCC OnLine Del 12910** wherein the Division Bench observed as follows:

“8. The revalue has argued that the Supreme Court has entertained a Special Leave Petition against the judgment of the Gujarat and Madras High Courts and furthermore, granted a stay of proceedings and that in these circumstances, the law declared in those judgments are no longer applicable : This sub mission is fallacious because in *Shree Chamundi Mopeds Ltd. v. Church of South India Trust Association*, (1992) 3 SCC 1, the Supreme Court had observed as follows:

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9. It is apparent therefore, that **an order keeping in abeyance the judgment of a lower Court or authority does not deface the underlying basis of the judgment itself, i.e. its reasoning.**”

(emphasis supplied)



38. In regard to the submission of Mr. Jha that the view taken by this Court in **Action Committee II** is only a tentative view and does not have a binding value, it is to be noted that order in **Action Committee II** has relied upon this Court's earlier judgment in **Action Committee I** which continues to hold the field. Therefore, the law expounded in **Action Committee I** that the schools are not required to obtain prior approval for increasing tuition fee irrespective of whether it is land clause school or not, as noted in **Action Committee II**, is the extant legal position.

39. That apart, perusal of the allotment letters, *prima facie*, indicates that the same do not contain the land clause nor anything has been brought to the notice by the petitioner to suggest that allotment of land to the school was subject to any condition that the school will not increase the fee without prior sanction of the DoE.

40. Even the short affidavit filed by the DoE does not suggest that school is required to take prior approval of DoE for increasing the fee. The said short affidavit delineates the DoE's approach to fee regulation in private unaided recognised schools as under:

"11.8 DoE's Approach to Fee Regulation in Private Unaided Recognized Schools"

a. Regarding Schools on Private Land and Govt. Land without condition:

- i. In respect of two Categories of Schools i.e. Private Unaided Recognized Schools situated on Private Land and on Govt. Land without any stipulation clause in their allotment letter/lease deed to seek prior approval of Director (Education) before increase in Fee, it is submitted that it is mandatory for the said schools to file statement under Section 17(3) of DSEA, 1973 before 31st March of the Year along with projected fee structure for the ensuing academic session and to file return by 31st July of the Year as mandated under Rule



180(3) of DSER,1973. After analyzing the statement qua Return filed by the school, the Director (Education) may pass appropriate order within the provisions of Section 24(3) of DSEAR,1973 directing the schools to roll back the increased fee and refund the same, if it is found that school is in surplus and has sufficient funds to meet it's budgeted expenditure and school is found indulged in profiteering and in case, it is found that the school is in deficit, does not pass any order against the fee statement .

- ii. In the light of the Hon'ble Supreme Court's Judgment in Modem School's Case (Supra), needless to say that the Director (Education) is authorized to regulate the Fee in all the type of three category schools. In the above said two categories of Schools, the Director (Education) is empowered to analyze the audited fee statement filed by the School under section 17(3) read with Section 18(5) and returns filed by the school under Rule 180 (3) of DSER, 1973.
 - iii. In case, the school increase the fee in the Mid Session, it has to take the approval of Director (Education) as required under Section 17(3) of DSEA,1973.
 - iv. The Director (Education) that if at any time, the Director (Education) receives the complaints of the Parents regarding exorbitant and arbitrary fee hiked by the said schools, the DoE examines the audited Fee Statement filed under Section 17(3) of DSEA,1973 and returns filed by the school under Rule 180 (3) of DSER,1973 and pass appropriate order accordingly.
- b. Regarding Private Unaided Recognized Schools situated on the Govt. Land with condition in lease deed to seek prior approval of Director (Education) before increase in Fee:-

That in pursuance to the Modem School's Case (Supra) judgment of Hon'ble Supreme Court and the Judgment of Hon'ble Division Bench of High Court of Delhi in Justice for All Case (Supra), the DoE invites online Fee Hike proposals from the Land Clause Schools and dispose of the same by passing the orders either to reject or to accept the same after examining the fee hike proposals qua the audited statement of fee submitted by the schools.

- c. It is pertinent to mention herein that order dated 27.03.2024 of



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the DoE inviting applications for Fee Hike proposals from Land Clause Schools for session 2024-25 has been challenged by the Associations of Private Schools i.e. Action Committee Unaided Recognized Private Schools in WP(C) 5743/2024 and the matter is sub-judice before the Hon'ble High Court of Delhi wherein, the next date of hearing is 14.05.2025."

41. This Court also, *prima facie*, finds force in the submission of Mr. Ralli that the reliance on the order dated 05.05.2020 passed in **W.P.(C) 3041-42/2020** is misplaced in as much as the undertaking in the said order refers to the directions of this Court to the respondent no.1 school in writ petitions bearing nos. 5982/2019 and 7459/2019. The direction recorded in order dated 27.05.2019 in W.P.(C) 5982/2019 pertains to the stay on collection of interim fee hike in terms of the circular dated 17.10.2017, while direction in order dated 31.07.2019 passed in W.P. (C) 7459/2019, provides that the excess fee collected for the academic years 2018-19 and 2019-20 were to be adjusted against future fee. Thus, Mr. Ralli is right in contending that at the best, the effect of the said orders would carry forward to the academic year 2020-21 and not to the subsequent years from 2021-22 to 2024-25.

42. In view of the above discussion, the petitioner/applicant has not been able to make out a *prima facie* case for grant of any interim relief.

43. However, considering the fact that this Court *vide* order dated 27.03.2025 had directed the respondent no.1 to permit the students to attend classes, and also that the fee of approximately 04 years is due from each of the students, the said direction shall continue subject to the parents clearing the dues as raised by the respondent no.1 school for the academic years 2021-22 to 2024-25. The parents of such students are granted liberty to pay



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the fee in 04 equal instalments within a period of 08 months, each instalment to be paid after a period of 02 months starting from 01.06.2025. Such payment shall be subject to the final outcome of the present petition.

44. The present application stands disposed of in above terms.

VIKAS MAHAJAN, J

MAY 2, 2025/dss

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