

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.18964 of 2024

Sarojani Educational Trust through its Founder Trustee Dr. Nitish Kumar, male, aged 41 years, S/o Dr. Satish Prasad Singh, Resident of Ward-18, Laxmipur, P.O- Rosera, PS- Rosera, Samastipur, Bihar- 848210.

... .. Petitioner/s

Versus

1. Central Board of Secondary Education, through its Chairman, office at Shiksha Kendra, 2 , Community Centre, Preet Vihar, Delhi- 110092.
2. Birla Edutech Limited through its Chief Executive Officer, office at 1st Floor, Dalamal House, J.B. Marg, Nariman Point, Mumbai, Maharashtra- 400021.

... .. Respondent/s

Appearance :

For the Petitioner/s	:	Mrs. Nivedita Nirvikar, Sr. Adv.
	:	Mr. Vishal Vikram Rana, Adv.
	:	Mrs. Misha Bharti, Adv.
	:	Mr. Amarshakti, Adv.
	:	Mrs. Kushma Aware, Adv.
	:	Mr. Arya Achint, Adv.
For the Respondent/s	:	Mr. Vinay Krishna Tripathy, Adv.

CORAM: HONOURABLE MR. JUSTICE ANIL KUMAR SINHA
ORAL ORDER

2 22-04-2025 1. Heard learned senior counsel for the petitioner and Mr. Vinay Krishna Tripathy for the CBSE.

2. The petitioner, which is Educational Trust, has filed the present writ application for a direction to the CBSE to hold inquiry in the affairs of the respondent No. 2, which runs the franchisee school in the name of Birla Open Mind at various places and has been commercializing the education by charging huge amount from various schools for granting franchisee in violation of the affiliation bye-laws of the CBSE, which prohibits the money transaction while granting franchisee to



other schools run by the Educational Trust.

3. Learned senior counsel for the petitioner submits that the petitioner/Educational Trust, approached the Birla EduTech/ respondent No. 2 on 11.07.2019 for obtaining franchisee for Birla Open Minds School. The respondent No. 2/Birla EduTech, informed about the minimum requirement of land and the franchisee fee, of Rs. 55 lakhs + GST, for giving franchisee facility to the petitioner's school. The money, which was demanded, was for using brand name, infrastructure visit, etc., as mentioned in the email from Regional Franchisee Manager of Birla EduTech dated 11.07.2019.

4. She has further submitted that apart from Rs. 55 lakhs which was paid, the respondent No. 2 demanded further amount of Rs. 14 lakhs and odd, which the petitioner has paid and still paying the amount demanded by respondent No. 2. After paying the amount demanded by the respondent No. 2, the petitioner applied for affiliation before the CBSE for the session 2023-24. At this juncture, the petitioner came to know that under the bye-laws, school seeking affiliation or affiliated to the Board may enter into an agreement with the franchiser for the limited purpose of getting academic support, academic guidance, training of manpower and extra co-curricular



activities only.

5. She further submits that commercialization of franchisee school is not permissible as per the bye-laws of CBSE for granting affiliation and a circular in this regard has been issued by the CBSE, dated 06.02.2014, at Annexure P/73 requiring the schools and society to file affidavit stating that it has not entered into any such contract to use name, logo and motto for consideration of money/fee.

6. Accordingly, the submission is that when the petitioner came to know about the bye-laws of CBSE preventing the commercialization of the franchisee process in order to use the name, motto, and logo of franchiser on payment of money, the petitioner refused to have franchisee of Birla Open Minds School and informed the respondent No. 2 regarding the circular and the affiliation bye-laws of the CBSE prohibiting transaction of money/fee. The petitioner now is not willing to get the franchisee.

7. At this stage, the Birla Open Minds Trust sent an email to the petitioner which has been annexed at Annexure P/59 that it would provide a separate agreement where the 'franchisee' word would not be mentioned. Accordingly, the submission is that the respondent No. 2 has been charging



money for grant of franchisee to various schools running in the name of Birla Open Minds School after having received a hefty amount from them clandestinely for which a proper inquiry has to be conducted by the CBSE. The circular and the bye-laws of which prevents the commercialization of the franchisee process.

8. On the other hand, learned counsel for the CBSE submits that the petitioner has brought the private dispute before this court by way of writ application inasmuch as respondent No. 2 is a private entity granting franchisee to various schools in the name and style of Birla Open Minds School. The fishing inquiry of all the schools which have been running on the basis of franchisee given by the respondent No. 2 may not be directed. If any specific complaint or material is brought before the CBSE regarding the transaction of fee/amount in lieu of grant of franchisee, the CBSE as per its bye-laws which has been amended in 2018 shall certainly take action against the erring school or entity. The CBSE is bound by its circular and the bye-laws and if any clandestine money transaction has taken place in obtaining franchisee, the CBSE would certainly take action against the erring school in accordance with law.

9. Having heard learned counsel for the parties and taking into consideration the nature of dispute, this court is of



the opinion that blanket fishing inquiry cannot be directed for all the schools being run in the name and style of Birla Open Minds School. However, if certain specific material is brought before the CBSE regarding violation of its bye-laws at the time of having affiliation including the money transaction, the CBSE shall be at liberty to proceed in accordance with law and in terms of its regulation and bye-laws in this regard.

10. In view of the aforesaid observation, no relief can be granted to the petitioner. Accordingly, this writ application stands disposed.

(Anil Kumar Sinha, J)

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