

**IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH**

Sr. No.248

CWP-10671-2022 (O&M)

Reserved on : 03.08.2022

Pronounced on: 08.08.2022

Monika

..... Petitioner

VERSUS

PT. B.D Sharma, University of Health Sciences, Rohtak and others

..... Respondents

CORAM: HON'BLE MR. JUSTICE SUDHIR MITTAL

Present: Mr. D.K. Tuteja, Advocate, for the petitioner.

Mr. T.S. Attariwala, Advocate,
for respondents No.1 and 2.

Mr. Rajneesh Chadwal, AAG, Haryana,
for respondents No.3 and 4.

SUDHIR MITTAL, J.

The petitioner was granted admission to the Bachelor of Dental Science Course in PT. B.D Sharma, University of Health Sciences, Rohtak-respondent No.1. Pursuant thereto, she deposited a sum of Rs.52,090/- alongwith her original certificates. However, she did not join the course and requested for refund of the amount deposited and return of her certificates. The request having not been accepted, the present writ petition has been filed.

The facts are not in dispute. The petitioner cleared the National Eligibility Test for Under-Graduate Medical Courses in the year

2020. All India Counseling was held on 17.01.2022, wherein, the petitioner sought admission to the BDS/MBBS course. Result was declared on 02.02.2022 and the petitioner was allotted a seat in the BDS course in respondent No.1. Initial deposit and original certificates were deposited on 07.02.2022. Vide email dated 14.03.2022 as well as 15.03.2022 request was made that the admission be cancelled. No response having been received, representation dated 07.05.2022 was sent by registered post. Apart from return of original certificates, refund of amount of Rs.52,090/- was also demanded.

The Registrar of respondent No.1 has filed a short reply by way of affidavit. According to the contents thereof, the last date of counseling for BDS course was 28.04.2022. The petitioner was granted admission in the first round of counseling held on 07.02.2022. Consequently, her name was included in the list of students dated 10.02.2022 circulated on allotment of college roll numbers. According to the Notification dated 12.01.2022 published by the Haryana Government procedure for admission to MBBS/BDS courses has been prescribed. Clause-9 thereof stipulates that every student shall execute a bond of Rs.10 lacs supported by two sureties that he/she would not leave the course mid-way. In case, the student leaves the course mid-way, an amount of Rs.10 lacs would be recoverable. The Medical Counseling Committee (MCC), Directorate General of Health Sciences, Government of India has issued Notification dated 23.02.2022, advising colleges not to accept offline resignation applications as such vacant seats cannot be included in further rounds of counseling. The petitioner did not apply

online and accordingly, her request was not entitled to be accepted. The original certificates cannot be returned unless and until the bond money is paid because the petitioner has left the course mid-way.

The short written statement filed on behalf of the State is identical in sum and substance to the written statement filed on behalf of respondent No.1. In addition, it has been submitted that the petitioner has not made any representation to the State authorities.

Learned counsel for the petitioner has submitted that he only seeks return of the original certificates/documents. The same are the petitioner's property and cannot be retained by respondent No.1. He places reliance upon a judgment dated 26.08.2021 passed by a Division Bench of the Delhi High Court in W.P (C) No.2109 of 2021 titled as Dr. Arjun Saili Vs. Union of India and others.

Learned counsel for respondents No.1 and 2 has raised arguments in accordance with the submissions made in the written statement. According to the learned counsel, execution of a bond has been made a condition precedent to grant of admission to ensure that students do not leave the course mid-way as seats go waste resulting in loss of public money and resources. The petitioner has left the course mid-way and is liable to pay a sum of Rs.10 lacs before her original certificates can be returned.

The argument of learned counsel for respondents No.1 and 2 makes it clear that the original documents of the petitioner are being retained as security for payment of Rs.10 lacs.

In Dr. Arjun Saili (supra), the petitioner had cleared the All India Post-Graduate Medical Entrance Examination and was selected as Post-Graduate Trainee in MD (Anesthesia) in the counseling held. Offer of admission was thus, issued requiring the petitioner to execute bond agreement to serve as Short Service Commission Officer for five years with the Armed Forces Medical Services or pay an amount of Rs.25 lacs, if, un-willing to do so on completion of the course. All original certificates were also required to be submitted. Surety bond was executed. On completion of the course, the petitioner demanded return of the original certificates/documents and the request having not been acceded to, the writ petition was filed *inter alia* for directions to cancel the surety bond executed by him as well as for directions to return the original documents. A letter demanding payment of money was also sought to be quashed. 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 provided for the same.

In the instant case also, no terms & conditions of admission have been brought to the notice of the Court entitling respondent No.1 to retain the original documents as security for payment of money allegedly due. Thus, retention of the original documents as security is not sustainable in law. This is more so because as per the showing of the respondents themselves, the last date for counseling was 28.04.2022, whereas, emails intimating surrender of the seat were sent on 14.03.2022 and 15.03.2022. It is no-body's case that the aforementioned emails were

sent at a wrong email-ID. Therefore, it is doubtful, whether, the petitioner can be said to have left the course mid-way.

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.

In view of the foregoing reasons, the writ petition is allowed. Respondent No.1 is directed to return the original certificates/documents of the petitioner within a period of ten days from the receipt of certified copy of this judgment.

(SUDHIR MITTAL)
JUDGE

08.08.2022
Ramandeep Singh

Whether speaking / reasoned
Whether Reportable

Yes / No
Yes/ No