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W.P.Nos.17000 & 17055 of 2020

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 26.06.2023

CORAM :

THE HONOURABLE MR. JUSTICE **M. DHANDAPANI**

W.P.Nos.17000 & 17055 of 2020

Dr.Arathy K ... Petitioner in W.P.No.17000 of 2020

Dr.Ameena A ... Petitioner in W.P.No.17055 of 2020

Vs.

- 1.The Union of India,
Represented by the Secretary,
Ministry of Labour and Employment,
Shram Shakti Bhawan, Rafi Marg,
New Delhi – 110 001.
 - 2.The ESIC Medical College & PGIMSR,
Represented by its Deputy Director,
Ashok Pillar Road, K.K.Nagar,
Chennai, Tamil Nadu – 600 078.
 - 3.The Tamil Nadu Dr.M.G.R.Medical University,
Represented by its Registrar,
No.69, Anna Salai,
Guindy, Chennai,
Tamil Nadu – 600 032.
 - 4.Employees' State Insurance Corporation,
Represented by its Deputy Director (Medical Education),
Pancheep Bhavan, CIG Marg,
New Delhi – 110 002.
- ... Respondents in both WPs



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Common Prayer : Writ Petitions filed under Article 226 of the Constitution of India for issuance of a Writ of Mandamus, directing the second respondent to return the Bond amount of Rs.7,50,000/- collected from the petitioners at interest rate of 15% per annum.

For Petitioner : Mr.M.K.Viswanath
(in both WPs)
For Respondents : Mr.K.Subbu Ranga Bharathi
(in both WPs) Central Government Counsel [R1]
Mr.T.N.C.Koushik [R2 & R4]
Mr.S.Wilson [R3]

COMMON ORDER

Since the issue raised in both the writ petitions is one and the same, with the consent of the learned counsel appearing for both sides, these Writ Petitions were heard together and disposed of by this common order.

2. The case of the petitioners is that, they have secured admission to the M.B.B.S. Course in the year 2013 offered by the second respondent College under the first respondent and the second respondent College is affiliated to the third respondent University. They secured admission at the second respondent College under All India quota as per the allotment letter dated 19.08.2013. As per the directive of the Directorate General of Health Service, Ministry of Health and Family Welfare, Government of India, any additional State condition pertaining to Bond, Rural Service shall not be applicable to All India quota



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candidates. As per the directions issued by the Supreme Court, it is not open to any State to fix any additional eligibility criteria in cases of candidates, who fall under the All India quota, vide its order, dated 27.12.2001 in I.A.Nos.9 to 13 in Civil Appeal No.1944 of 1983 in the case of **Anand S.Biji Vs. State of Kerala & Ors.** However, at the time of admission, the second respondent College compelled the petitioners to execute a bond to do compulsory service for five years in hospital owned by E.S.I. Corporation or any other hospital run by the E.S.I. Corporation, failing which, the petitioners have to pay a sum or of Rs.7,50,000/-. After completion of studies, the petitioners have paid a sum of Rs.7,50,000/- and refused to serve E.S.I. Corporation hospitals. Thereafter, they have approached the fourth respondent Corporation to refund the bond amount, however, the request was denied by the fourth respondent Corporation. Hence, the petitioners have filed the above writ petitions before this Court for appropriate directions.

3. The learned counsel for the petitioners submits that, clause (5) of the Information Bulletin (Counseling) NEET (UG) – 2013 issued by the Directorate General of Health Services, makes it clear that, any additional State condition pertaining to Bond/Rural service shall not be applicable to All India Quota candidates. As per the Hon'ble Supreme Court's directions issued in I.A.Nos.9 to



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13 in Civil Appeal No.1944 of 1993 in the case of **Anand S. Biji Vs. State of**

Kerala & Ors., it is not open to any State to fix any additional eligibility criteria

in cases of candidates who fall under the All India Quota. However, the bonds executed by the petitioners in favour of the second respondent College is contrary to clause (5) of the Information Bulletin (Counseling) NEET (UG) – 2013. Hence, he prays for allowing the above writ petitions.

4. However, the learned counsel appearing for the respondents 2 and 4 submitted that the petitioners secured admission in M.B.B.S. Course in the second respondent College in the year 2013. At the time of admission, as per the prospects of ESI MC & PGIMSR, they have executed bonds in favour of the second respondent College with an undertaking to serve the fourth respondent Corporation for a period of five years after completion of their studies, failing which, they agreed to deposit a sum of Rs.7,50,000/- as bond amount. Since the Corporation have agreed to incur the expenses of their studies, the petitioners are expected to serve the poor and needy people, who are getting treatment with the fourth respondent Corporation. The petitioners refused to serve the fourth respondent Corporation and violated the bond proforma conditions, they are bound to pay a sum of Rs.7,50,000/- each to the fourth respondent Corporation. Subsequently, the petitioners have also paid the amount to the fourth respondent



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Corporation. However, filing the above writ petitions after a lapse of two years after completing their studies seeking refund of the said amount is not sustainable. Accordingly, he prays for dismissal of the writ petitions.

5. Heard the learned counsel appearing for the parties and perused the materials available on record.

6. Admittedly, the petitioners have joined M.B.B.S. Course in the second respondent College in the year 2013. At the time of admission, they have executed Bonds with an undertaking that after completion of the course, they will serve the fourth respondent Corporation for a period of five years in any institution of the Corporation, failing which, they have agreed to pay a sum of Rs.7,50,000/- each to the fourth respondent Corporation. After completing the course, the petitioners have refused to serve the fourth respondent Corporation, thereby, they have paid a sum of Rs.7,50,000/- each to the fourth respondent Corporation. Thereafter, they have approached the fourth respondent Corporation to refund the bond amount, however, the request was denied by the fourth respondent Corporation.

7. A perusal of the Prospectus of ESI MC & PGIMSR, particularly, the U.G. Bond Proforma, it is clear that the Corporation have agreed to incur the



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expenses on condition that after successful completion of the course of study within the prescribed period the bounden shall serve the fourth respondent Corporation for a period of five years in any institution of the Corporation. If he/she fails to serve the Corporation, the Bounden shall forthwith pay to the Corporation for violation of conditions, on demand the total amount of Rs.7,50,000/-, which is the amount spent by the Corporation for the studies along with 15% interest as fixed by the Corporation.

8. In the present case, at the time of admission, the petitioners have executed bonds with an undertaking to serve the fourth respondent Corporation, however, after of completion of course, they cannot change their stand and refuse to serve the fourth respondent Corporation. Since they refused to serve, they have paid a sum of Rs.7,50,000/- each to the fourth respondent Corporation. However, subsequently, seeking for refund of the bond amount paid by them before the fourth respondent Corporation and filing the present writ petitions after a lapse of two years after the completing the course are not sustainable. Hence, the prayer sought for by the petitioners cannot be acceded to and the writ petitions are liable to be dismissed.

9. Accordingly, these writ petitions are dismissed. No costs.



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Index : Yes / No
Speaking order / Non-speaking order
Neutral Citation Case : Yes / No
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To

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Ministry of Labour and Employment,
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New Delhi – 110 001.
- 2.The Deputy Director,
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Ashok Pillar Road, K.K.Nagar,
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M.DHANDAPANI, J.

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