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IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CWP-8225-2022(O&M)
Date of decision: 02.08.2024

Ramesh Kumar Chauhan

...Petitioner

VERSUS

State of Punjab and others

...Respondents

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present:- Mr. J.S. Khiva, Advocate, for the petitioner.

Mr. Adeshwar Singh Pannu, AAG, Punjab.

Mr. Sahil Kumar, Advocate, for
Mr. Nitin Kaushal, Advocate, for respondents No.3 & 4.

JASGURPREET SINGH PURI, J. (Oral)

1. The present writ petition has been filed under Articles 226/227 of the Constitution of India seeking issuance of a writ in the nature of *mandamus* directing the respondents No.3 to 5 to refund an amount of Rs.82,500/- alongwith interest @ 12% per annum.

2. Learned counsel appearing on behalf of the petitioner submitted that the son of the petitioner, who was minor, had appeared for the first counselling of Bachelor of Dental Surgery (BDS) on 05.07.2018 which was conducted by the Baba Farid University of Health Sciences, Faridkot and a seat was allotted to him in BDS at Adesh Dental College, Bathinda. Thereafter, the petitioner paid first semester fee amounting to Rs. 82,500/- to the College on



behalf of his son by way of a demand draft in favour of the aforesaid University. Thereafter, the second counselling was conducted on 10.08.2018 and in that counselling, son of the petitioner did not get admission in the College of his choice and therefore, he had foregone the seat itself and therefore, since he has already foregone the seat, the petitioner was entitled for the refund of the aforesaid amount. In this regard, learned counsel for the petitioner referred to the document pertaining to second counselling which has been annexed with the reply filed by the respondent-University as Annexure R-3/1 and laid emphasis on Part-B of the aforesaid document and referred to the Clause 'd' in which he tick marked *'I forgo the available seats in the counselling today'* and it was not only signed by the son of the petitioner but also by the members of the counselling team. He submitted that once on 10.08.2018, he had foregone his seat, then there was no question of blocking of any seat and therefore, the petitioner should have been refunded the amount of fee which he had deposited after his son was selected in the first round of counselling at respondent-College.

3. On the other hand, learned counsel appearing on behalf of the respondent-University submitted that firstly, the petitioner has approached this Court after a period of three years by filing the present petition and the same is hit by delay and laches and secondly, on merits, the petitioner is not entitled for the refund of the aforesaid fee of Rs. 82,500/-. In this regard, he referred to the Notification issued by the University Grants Commission Annexure P-9 in October, 2018 and while referring to the clause pertaining to refund of fee i.e. 4.1.3, he submitted that it has been specifically so stated that if a student chooses to withdraw from the programme of study in which he/she is enrolled, then the institution concerned shall follow the five-tier system for the refund



of fees remitted by the student and the time schedule is mentioned which would start from the point of time when notice of withdrawal of admission is received by the HEI. He submitted that in the present case, the petitioner never submitted any such notice to any College or University within the maximum period of 30 days as provided in the aforesaid notification. He submitted that the first counselling had taken place on 05.07.2018 and thereafter, his son got admission in the respondent-College and deposited the fee and in terms of the aforesaid Clause 4.1.3, if he did not want to continue with the admission, he could have given a notice to any of the concerned offices i.e. either to the Adesh Dental College or to the Baba Farid University that he does not want to pursue his studies with the aforesaid College, then within the aforesaid time frame work the fee could have been refunded to the petitioner but he never chose this way but he rather attended the second counselling.

4. While referring to the second counselling document which is annexed with the reply as Annexure R-3/1, he submitted that a perusal of the aforesaid column which has been so relied upon by the learned counsel for the petitioner would show that in second counselling his son had foregone the available seats in the counselling. He submitted that the counsel for the petitioner has erroneously interpreted the aforesaid column because a bare language of the aforesaid column would show that the candidate has foregone the seats which were available in the second counselling at that point of time and this was the exact position which actually happened that the petitioner was not satisfied with the second counselling allocation and he had foregone the second counselling seat which was available to him because he might have wanted to revert back to the original College. It was thereafter when the second counselling was completed, the son of the petitioner surrendered the original



seat at Adesh College which is clear from the letter written by the Principal, Adesh Dental College, Bathinda dated 17.08.2018 which is so specifically stated in para No.10 of the reply that it was after his 2nd round of counselling that he surrendered his seat. He further submitted that at the time when the second counselling had taken place, the son of the petitioner did not surrender his seat at all but he had only foregone the seat which was available to him at the second counselling. He submitted that even if he had surrendered the seat before the respondent-College after the second counselling, then in view of the aforesaid Clause 4.1.3, the maximum time during which the request for refund could have been made after giving notice by the petitioner was 30 days but the same was not done by the petitioner admittedly. He submitted that in view of the above, the aforesaid fee cannot be refunded to the petitioner.

5. I have heard the learned counsel for the parties.

6. The only issue involved in the present case is as to whether the petitioner is entitled to get refund of the aforesaid fee of Rs. 82,500/- which he deposited after his son successfully secured a BDS seat in Adesh Dental College in the first counselling. Admittedly, the son of the petitioner had appeared for the first counselling on 05.07.2018 and he was allotted the seat at Adesh Dental College to which he got admission and the petitioner deposited the aforesaid fee of Rs. 82,500/- for the first semester. Thereafter, the minor son of the petitioner appeared for the second counselling on 10.08.2018 which was more than 30 days after the first counselling and a perusal of Annexure R-3/1 would show that the seat which was available in the second counselling, he had foregone the same. The interpretation which has been given by the learned counsel for the petitioner appears to be totally unsustainable because the learned counsel for the petitioner has submitted that the son of the petitioner had



surrendered the seat and the meaning of the aforesaid clause was surrendering of the seat. For the sake of understanding the aforesaid clause 'd' which is so stated in Annexure R-3/1 is reproduced as under:-

'd. I forgo the available seats in the counselling today'.

7. A perusal of the aforesaid would show that english meaning of the aforesaid would be that the candidate has foregone the seats which were available to him at the time when the second counselling had taken place. The only meaning of the same would be that the petitioner/candidate not being satisfied with the available seats in the second counselling, the candidate foregoes the seats but it would never mean that he surrenders his admission which he had taken at the time when he was admitted in the first counselling.

8. Learned counsel for the respondent-University has relied upon the Notification (Annexure P-9) issued by the University Grants Commission whereby rather a specific procedure has been laid down for the refund of the fee and as per Clause 4.1.3, a time schedule has been made as to how much percentage of fee is to be refunded. There is nothing on the record to show that the son of the petitioner has given any notice or written any letter etc. to any of the authorities for the purpose of refund of fee for surrendering of his seat within the aforesaid period. Rather as per para No.10 of the reply filed by the respondent-University, it has been so stated that the College has informed by way of writing a letter that the son of the petitioner had surrendered the seat after the second counselling. Once the aforesaid time frame had exhausted, then the surrendering of the seat by the son of the petitioner after the second counselling would pale into insignificance for the purpose of refund of the fee.

9. Not only this, even otherwise also once the son of the petitioner continues on a particular seat which was allotted to him in the first counselling,



then it would clearly mean that he blocked the seat of the other person. It is a different matter that subsequently the seat which became vacant because of his non-continuing with the course would have been filled up by admitting any other candidate but at least for some time the son of the petitioner blocked the seat of somebody else.

10. In view of the above, the present petition is devoid of any merit and the same is hereby dismissed.

11. So far as the delay aspect is concerned, this Court would not go into the delay issue since the main petition has been dismissed on merits.

(JASGURPREET SINGH PURI)
JUDGE

02.08.2024
rakesh

Whether speaking/reasoned	:	Yes/No
Whether reportable	:	Yes/No