



2024:DHC:902



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

+ **W.P.(C) 953/2020**

DR. VAISHNAVI VERMA

.... Petitioner

Through: Ms. Rashmi Chopra and Mr.
Humraj Bir Singh, Advocates.

versus

UNION OF INDIA AND ANR.

..... Respondents

Through: Mr. Tanveer Ahmed Ansari, Sr.
Panel Counsel for UOI

Mr. T. Singhdev, Mr. Abhijit Chakravarty,
Ms. Anum Hussain, Mr. Tanishq Srivastava,
Mr. Aabhaas Sukhramani, Mr. Bhanu Gulati
and Ms. Ramanpreet Kaur, Advs. for NMC
Gulati, Advocates for NMC

Mr. Mohinder J.S. Rupal and Mr. Hardik
Rupal, Advocates for University of Delhi

CORAM:

HON'BLE MR. JUSTICE C. HARI SHANKAR

J U D G M E N T (O R A L)

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06.02.2024

1. This writ petition seeks a direction to the University of Delhi (“DU” hereinafter) to refund an amount of ₹ 10 Lakhs to the petitioner. The amount was paid by the petitioner, pursuant to a Surety Bond executed by the petitioner at the time of obtaining admission to the postgraduate (PG) course in the University College of Medical Sciences (UCMS), affiliated to the DU.

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KUMAR
Signing Date: 07.02.2024
18:38:10

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2. The controversy is brief.

3. In accordance with the schedule fixed by the Supreme Court in its judgment dated 18 January 2016 in *Ashish Ranjan v. Union of India*¹, the NEET-PG examination was conducted for admission to PG courses in medical colleges across the country. The judgment in *Ashish Ranjan* stipulated strict timelines within which various examination was to be conducted. Insofar as the time schedule for completion of the admission process for PG Medical Courses were concerned, the following timeline was stipulated by the Supreme Court.

S. No.	Schedule for admission	Broad Speciality	
		All India quota	State quota
1.	Conduct of Entrance Examination	Month of December	Month of January
2.	Declaration of result of the qualifying Exam/Entrance Exam	By 15 th of January	By 15 th of February
3.	1 st round of counselling/admission	Between 12 th March to 24 th March	Between 4 th April to 15 th April
4.	Last date for joining/reporting the allotted college and the course.	By 3 rd April	By 22 nd April
5.	2 nd round of counselling/admission for Vacancies	Between 23 rd April to 30 th April	Between 11 th May to 20 th May
6.	Last date of joining for the 2 nd round of counselling/admission	By 10 th May	By 27 th May
7.	Commencement of the academic session/term.	1 st May	1 st May
8.	Last date up to which students can be admitted/joined against vacancies arising due to any reason	-	By 31 st May

¹(2016) 11 SCC 225



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4. The judgment also required the All India Institute of Medical Sciences (AIIMS) and the Postgraduate Institute of Medical Education and Research (PGI), Chandigarh to follow the above schedule.

5. The petitioner underwent the NEET PG examination and, by virtue of her performance, secured admission to a MD (Radio-diagnosis) seat in the UCMS.

6. At the time of securing admission to the UCMS, the petitioner entered into a Security Bond. The bond required the student to pay ₹ 10 lakhs to the college in which the student obtained admission in certain specified circumstances. The relevant part of the Security Bond may be reproduced:

“The student has, therefore, agreed to be loyal to pay a sum of Rs 10.0 lakhs (Ten lakhs only) to the college in the following circumstances;

A. If the student does not join, the course, at the allotted Institution on or before the stipulated date for subsequent counselling.

B. If the student leaves the course before its completion **except those who leave the course before the day of conduct of Stray vacancy round of counselling.**

C. If the admission/registration of the student is cancelled/terminated by the University on account of unsatisfactory performance/misconduct/indiscipline.

Whereas the student undertakes that till the entire surety amount Rs 10.0 lakhs (Ten lakhs only) is paid, the college and/ or the University of Delhi shall have the right to retain the original certificates of the student.”



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(Emphasis in original)

7. I may note, at this juncture, that Ms. Rashmi Chopra, who appears for the petitioner, sought to take exception to the DU's refusal to return the original documents of the petitioner till the Surety Bond was discharged. She has placed reliance on the judgment of the learned Single Judge of this Court in ***Dr. Devender Pal Singh Tomar v. U.O.I.***² as well as the judgment of the Division Bench of this Court in ***Dr. Arjun Saili v. U.O.I.***³, in each of which this Court held that the original certificates of the students could not be retained for non-payment of the amount envisaged in the Surety Bond. However, neither of the said decisions can come to the aid of the petitioner on this aspect as, in para 15 of ***Dr. Arjun Saili*** and in para 9 of ***Dr. Devender Pal Singh Tomar***, this Court has specifically noted that the terms of the Surety Bond in those cases did not contain any condition entitling the concerned university/college to retain the original documents of the students till the Surety Bond was discharged. In the present case, there *is* such an express condition in the Surety Bond which was executed by the petitioner, with her eyes open and in full awareness of its consequences.

8. No exception can, therefore, be taken to the DU refusing to return the original documents of the petitioner till the amount of ₹ 10 lakhs envisaged in the surety bond was paid by her.

9. That would, of course, be subject to the DU being entitled to

² (2018) 169 DRJ 171

³ 2021 SCC OnLine Del 4212



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claim the said amount, which the petitioner disputes.

10. The stray vacancy round of counselling for the admission to PG courses, following the NEET PG examination, took place between 27 and 31 May 2019.

11. Alongside the NEET PG, the petitioner had applied for admission to the PG course in the AIIMS, New Delhi. One of the centres in which the AIIMS PG entrance examination could be undertaken was located at Bhubaneswar. The petitioner had applied for being permitted to undertake the examination at the Bhubaneswar centre.

12. However, owing to an unprecedented cyclone – nicknamed Cyclone Fani – which was the worst tropical cyclone to strike the Odisha coast after 1999, the AIIMS PG examination could not be conducted at Bhubaneswar on 5 May 2019, as scheduled. It was, therefore, renotified to 14 June 2019. The date of announcement of the result of the examination was also rescheduled to 19 June 2019, and the date for conducting of the mock round of counselling for admission to the PG course in AIIMS was also postponed from 17 May 2019 to 29 June 2019.

13. The petitioner succeeded in securing the admission to the PG seat in the AIIMS. She, thereupon, addressed the following letter to the Dean, Faculty of Medical Sciences, DU:



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“TO

DEAN
FACULTY OF MEDICAL SCIENCES
VP CHEST INSTITUTE
DU, DELHI 110007

(Received)
(Seal- Illegible)

24-07-2019

Subject: Resignation Letter

Respected Sir/Ma'am,

I, Dr. Vaishnavi Verma wish to resign from my current post of academic JR in Radiodiagnosis at UCMS, Delhi on 24-07-2019 as I have secured admission in AIIMS New Delhi.

In lieu of the same, I am attaching a demand draft of rupees ten lakhs addressed to the Principal of UCMS with the application (DD Number- 361013) for fulfillment of my bond.

Kindly accept my resignation to expedite my post resignation formalities.

Thanking You

(signed)
Dr. Vaishnavi Verma”

14. As Mr. Mohinder J.S. Rupal, learned Counsel for DU correctly points out, the aforesaid letter dated 24 July 2019 was sent by the petitioner without any protest or demur, unconditionally attaching, with the letter, a demand draft for ₹ 10 Lakhs, in clear satisfaction of the Surety Bond executed by the petitioner at time of obtaining admission to the UCMS.



15. It may be noted, here, that the requirement of paying the surety amount of ₹ 10 Lakhs arose because the stray vacancy round of counselling for the admission to the PG courses in the DU took place between 27 and 31 May 2019. As the petitioner was acceding her seat in UCMS after conducting of the stray vacancy round of counselling, the Surety Bond required the petitioner to pay ₹ 10 Lakhs.

16. The petitioner, as noted, seeks a direction to the UCMS/DU to return the said amount.

17. I have heard Ms. Rashmi Chopra and Mr. Humraj Bir Singh, learned Counsel for the petitioner and Mr. Mohinder J.S. Rupal, learned Counsel for the DU at some length.

Rival Submissions

18. The petitioner essentially predicates her case on equity. Ms. Chopra submits that, if the petitioner was unable to cede her seat in the UCMS prior to the conducting of the stray round of counselling, that was not owing to any default on the petitioner's part, but because the AIIMS, despite the specific directions by the Supreme Court to the contrary, did not adhere to the time schedule fixed by the Supreme Court and proceeded to conduct the examination at the Bhuvneshwar centre belatedly. Thus, it is pointed out, was again not a voluntary act on the part of the AIIMS, but was owing to the unprecedented, and devastating, Cyclone Fani, which made it impossible to conduct the AIIMS PG entrance examination in Bhuvneshwar on the scheduled date of 5 May 2019.



19. As the inability of the petitioner to resign from the UCMS prior to the conducting of the NEET PG stray round of counselling was attributable to circumstances beyond the petitioner's – and, indeed, anyone's – control, Ms. Chopra would seek to contend that the petitioner should not be bound down to the condition in the Surety Bond requiring her to pay ₹ 10 lakhs.

20. Ms. Chopra also sought to submit that the Surety Bond is not intended to be penal in nature, but is only intended to ensure that, owing to the resignation, by a student, of the seat occupied by her, the seat does not go vacant.

21. In response to the submissions of Ms. Chopra, Mr. Rupal, appearing for the DU, initially drew my attention to the letter of resignation of the petitioner dated 24 July 2019. He points out that the letter is absolute and unconditional in terms. The petitioner resigned her seat in PGC in the UCMS and furnished the demand draft for ₹ 10 lakhs without any demur or protest. The petitioner, therefore, at this stage, clearly regarded herself as bound by the Surety Bond and complied, correctly, with the stipulated condition in it.

22. Mr. Rupal also submits that, as the schedule for online counselling for the NEET PG Courses, 2019 was between 27 and 31 May 2019, and the petitioner resigned her seat on 24 July 2019, there could be no question of any counselling taking place after the petitioner resigned her seat so as to enable the UCMS to offer the said



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seat to any other student. The seat, therefore, he submits, went unfilled.

Analysis

23. In any event, it is clear that this Court cannot come to the aid of the petitioner in facts such as this. The petitioner executed a Surety Bond while securing admission to the UCMS with her eyes open. Competition to secure seats in undergraduate and postgraduate courses is, these days, cut-throat. The purpose of requiring the student to execute such bonds is only to ensure that students do not merely take chances and obtain admission into institutes, thereby blocking a seat which could be given to someone else, even while keeping other options opened. To an extent, Ms. Chopra is correct in her contention that the intent is to ensure that the seat does not remain vacant. It is, however, also intended to ensure that a situation of unrest is not created by allowing students to apply to a multitude of institutions and obtained admissions and, thereafter, exit the institution when they find what they perceive to be a better choice becoming available.

24. The petitioner, in the present case, preferred to join the AIIMS instead of continuing in the UCMS. The Court cannot presume that every student in the UCMS, who also later on obtains a seat in the AIIMS, would necessarily opt to leave the UCMS and join the AIIMS. The UCMS is also a centre of considerable repute, affiliated to the DU. It was only because the petitioner happened to prefer to join the AIIMS, and because the entrance examination for the entrance to the



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PG Courses in the AIIMS at Bhuvneshwar was held late – no doubt owing to *vis major* – that the petitioner has had to disgorge ₹ 10 lakhs, in accordance with the Surety Bond to which she had consciously appended her signature.

25. The Court, while dealing with such cases, has also to be wary of setting an unwholesome precedent. If the Court is to grant the relief that the petitioner seeks, it would open the doors for any person, who enters into a similar Surety Bond, to thereafter seek a judicial declaration that the bond is not binding on her or him, because, owing to unavoidable circumstances, she or he could not exit the institute in time. The very execution of a Surety Bond involves an element of uncertainty, and the student consciously takes the risk, so as to secure herself or himself, a seat in the university. It is, by its very nature, a conscious bargain. Having taken it, the student has to sink, or swim, with the Surety Bond.

26. Mr. Rupal also pointed out that there is no challenge to the Surety Bond in the present case.

Conclusion

27. In view of the aforesaid, this Court regrets that it is in no position to come to the aid of the petitioner, even if the petitioner is not at fault for not having been able to exit the UCMS within the time envisaged in the Surety Bond.



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28. The petition is accordingly dismissed, with no order as to costs.

C.HARI SHANKAR, J

FEBRUARY 6, 2024

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Click here to check corrigendum, if any