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IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CWP-32810-2024 (O&M)

Date of Decision: 3rd December, 2025

HARSHAMPREET KAUR

.....Petitioner(s)

V/s.

STATE OF PUNJAB AND ORS

.....Respondent(s)

CORAM: **HON'BLE MR. JUSTICE ASHWANI KUMAR MISHRA**
HON'BLE MR. JUSTICE ROHIT KAPOOR

Present: Mr. Krishan Kanha, Advocate
for the petitioner.

Ms. Samdisha Kaur, AAG, Punjab.

Mr. Ravi Sharma, Standing counsel
for respondent No.3-UGC and
for respondent No.9-National Medical Commission.

Mr. Gautam Pathania, Advocate
Mr. Himanshu Bindal, Advocate
for respondents No. 4 to 6-University.

ASHWANI KUMAR MISHRA, J. (Oral)

1. This Writ Petition has been filed seeking writ of mandamus for issuance of direction to respondent No.4 and 8 to refund the security deposit of ₹2,00,000/- to the petitioner on account of mandate for participation in Round 2 of the counselling for undergraduate Medical/Dental Courses for admission into MBBS/BDS Courses.

2. Brief facts of this case are that the petitioner had applied for admission to MBBS Course and for participation in the counselling, she deposited a sum of ₹2,00,000/- as a security deposit. In the Round 2 counselling, she was allotted the respondent No.8-College (hereinafter referred to "the College") but she did not join. According to the petitioner,

the College had enhanced the fee which fact was not known to her and therefore, she had joined the allotted College and her prayer for refund of the amount of ₹2,00,000/- ought to have been considered. It is also submitted that Clause 10 of the Prospectus which provides for forfeiture of the security deposit, be declared invalid inasmuch as the parent notification dated 18.05.2018 does not contemplates so.

3. The Writ Petition is opposed by learned counsels appearing for respondents Nos. 2 to 6 & 9, who submit that once the petitioner has participated in the counselling, pursuant to Prospectus issued by the competent authority, any subsequent attempt to question the terms of said Prospectus would be impermissible.

4. Admittedly, the petitioner did apply for Round 2 counselling after deposit of the security deposit. The petitioner was well aware of the terms indicated in the Prospectus, as per which the security deposit would be forfeited if the candidate does not submit joining in the respective College. Clause 10 of the prospectus is reproduced as under:-

“10. The candidate to whom seat will be allotted in 2nd Round and he/she will not submit joining in the respective college upto stipulated period, then the security amount deposited by him/her will be forfeited as per Gazette Notification dated 18.05.2018.”

5. The question as to whether forfeiture of security deposit on account of non-joining of a candidate, pursuant to allotment of seat, came to be examined by the Hon’ble the Supreme Court in SLP (Civil) No.9298 of

2018 titled as State of U.P. & Another Vs. Miss Bhavna Tiwari & Others,

wherein the Court has observed as under:-

“XXXX XXXX XXX XXX XXXX XXXX
XXXX XXXX XXX XXX XXXX XXXX

14.4. These reforms directly address the concerns raised by the High Court in the impugned order and ensure that meritorious students are not deprived of their rightful opportunities. Therefore, we are not inclined to interfere with the impugned order passed by the High Court in its entirety, but deem it appropriate to issue certain directions to the concerned authorities to ensure the effective implementation of the revised counselling framework, thereby upholding the principles of merit, fairness and transparency.

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16. As held by us in paragraph 14.4, we issue the following directions to the concerned authorities:

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XXXX XXXX XXX XXX XXXX XXXX

(vi) Enforce strict penalties for seat blocking including forfeiture of security deposit, disqualification from future NEET-PG exams (for repeat offenders), blacklisting of complicit colleges.

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XXXX XXXX XXX XXX XXXX XXXX

6. Once the position has been established as aforesaid, the petitioner’s claim for refund of the security cannot be entertained. The submission that fee of the College was subsequently enhanced, is also not material inasmuch as prior to Round 2 counselling, the enhanced fee was

duly displayed by the respondent-University and if the petitioner omitted to notice it then she is herself to blame.

7. In view of the aforesaid observations, the present Writ Petition is dismissed.

8. Pending application(s), if any, in this case, are disposed of accordingly.

[ASHWANI KUMAR MISHRA]
JUDGE

[ROHIT KAPOOR]
JUDGE

December 3, 2025
Ess Kay

<i>Whether speaking / reasoned</i>	:	<i>Yes</i>	/	<i>No</i>
<i>Whether Reportable</i>	:	<i>Yes</i>	/	<i>No</i>