



2025:DHC:11504-DB



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

+ **W.P.(C) 7460/2023, CM APPL. 28993/2023**

DR KUMAR ALOK

.....Petitioner

Through: Mr. Rajesh Kumar Gautam and
Mr. Deepanjal Choudhary, Advs.

versus

UNION OF INDIA & ORS.

.....Respondents

Through: Mr. Ruchir Mishra, Adv. with
Mr. Sanjiv Kr Saxena, Mr. Mukesh Kr
Tiwari, Ms. Reba Jena Mishra and Ms.
Poonam Shukla, Advs. for UOI

CORAM:

HON'BLE MR. JUSTICE C. HARI SHANKAR

HON'BLE MR. JUSTICE OM PRAKASH SHUKLA

JUDGMENT (ORAL)

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16.12.2025

C. HARI SHANKAR, J.

1. The petitioner joined the Indo-Tibetan Border Police¹ on 23 September 2011 as a Specialist Medical Officer (Dermatology)².

2. On 12 March 2019, the Inspector General/Director (Medical), ITBP, wrote to the Director General of the Armed Forces Medical Services³, sponsoring the petitioner to attend counselling for Post-graduation from the AFMS, consequent to his qualifying in the NEET-PG for 2019-2022. The petitioner was also made to execute

¹ "ITBP", hereinafter

² "SMO" hereinafter

"AFMS" hereinafter

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the following Bond, in terms of Rule 53(4)(a)⁴ of the Central Civil Services (Leave) Rules, 1972:

**“FORM 7
(See Rule 53 (4))**

**BOND TO BE EXECUTED BY A GOVERNMENT SERVANT
IN PERMANENT EMPLOY WHEN PROCEEDING ON STUDY
LEAVE**

KNOWN ALL MEN BY THESE PRESENTS THAT I, DR. KUMAR ALOK residents of Kanke, Ranchi, in the District of Ranchi at present employed as SMO in the Ministry Office of I.T.B.P. do hereby bind myself and heirs, executors and administrators to pay to the President of India (hereinafter called the "Government") on demand the sum of Rs. (Rs. _____ only) together with interest thereon from the date of demand at Government rates for the time being in force on Government loans or, if payment is made in a country other than India, the equivalent of the said amount in the currency of that country converted at the official rate of exchange between that country and India AND TOGETHER with all costs between attorney and client and all charges and expenses that shall or may have been incurred by the Government.

WHERE AS I, DR KUMAR ALOK am granted study leave by the Government.

AND WHERE AS for the better protection of the Government I have agreed to execute this Bond with such condition as hereunder is written.

NOW THE CONDITION OF THE ABOVE WRITTEN OBLIGATION IS THAT in the event of my failing to resume duty, or resigning or retiring from service or otherwise quitting service without returning to duty after the expiry of termination of the period of study leave for falling to complete the course of study or at any time within a period of three years/five years after my return to duty. I shall forthwith pay the Government or as may be directed by the Government; on demand the said sum of Rs. _____ (Rupees _____ only) together with interest thereon from the date of demand at Government rates for the time being in force on Government loans.

⁴ (a) Every Government servant in permanent employ who has been granted study leave or extension of such study leave shall be required to execute a Bond in Form 7 or Form 8, as the case may be, before the study leave or extension of such study leave granted to him commences.



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NOW FURTEHR THE CONDITION OF THE ABOVE WRITTEN OBLIGATION IS THAT the period of my bond mandating putting in service for the period as specified above, after expiry of the study leave availed by me, shall be extended by a comparable period, equivalent to the aggregate periods of leave of any kind availed by me, during the currency of the bond period.

AND upon my making such payment the above written obligations shall be void and of no effect, otherwise it shall be and remain in full force and virtue.

The bond shall in all respects be governed by the laws of India for the time being in force and the rights and liabilities hereunder shall, where necessary, be accordingly determined by the appropriate Courts in India.

Signed and dated this _____ day of _____ two thousand and _____

Signed and delivered by...SD/-.....
(KUMAR ALOK)”

3. On 22 August 2022, the petitioner wrote to the President of India, tendering his resignation from the post of SMO on the ground of ailment of his old parents, who needed him to take care of them, rendering it impossible for him to serve the ITBP with full devotion.

4. In response, the Commandant, 39 Bn, ITBP wrote to the petitioner on 8 December 2022, requiring the petitioner to deposit ₹ 54,73,448/- in terms of the Bond executed by him at the time of proceeding for his Post-graduation course, so that his resignation could be forwarded to the competent authority for acceptance.

5. The petitioner, in compliance, deposited an amount of ₹ 54,73,448/- by Challan dated 13 December 2022. The respondents

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contend that they have not refunded the said amount into the petitioner's account, as, according to them, the petitioner is not entitled to resign.

6. Despite this, *vide* a non-speaking Office Order dated 6 May 2023, the petitioner's request for permission to resign was refused. All that is stated in the letter is that it is "in terms of Rules" without any reference to any particular Rule.

7. Aggrieved thereby, the petitioner has approached this Court, under Article 226 of the Constitution of India.

8. In their counter-affidavit, the respondents have sought to justify the rejection of the petitioner's request for resignation on the ground that he has breached the conditions of the Bond executed by him before leaving for his Post-graduation course, which required him to serve the respondents for five years after returning. The very purpose of granting scholarship to the petitioner to allow him to undertake higher studies, it is submitted, was so that, after he returned, he could utilise the additional experience gained by him in serving the respondents who would, thereby, be able to avail Specialist Medical Services. The respondents have, therefore, sought to justify refusal of the petitioners request for resignation under Rule 27(3)(c)⁵ of the ITBP Rules, 1994.

⁵ (3) The Central Government may refuse to permit an officer to resign, -
(a) if an emergency has been declared in the country either due to internal disturbance or external aggression ; or
(b) if it considers it to be inexpedient so to do in the interest of the discipline of the Force; or
(c) if the officer has specifically undertaken to serve for a specified period and such period has not expired.



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9. We have heard Mr. Rajesh Kumar Gautam, learned Counsel for the petitioner and Mr. Ruchir Mishra, learned CGSC for the respondents, at length. Learned Counsel have also tendered written submissions, encapsulating their respective stands.

10. Mr. Gautam contends that none of the exigencies envisaged by Rule 27(3) of the ITBP Rules, 1994 applies in the present case. He relies on the conditions of the Bond to submit that, once payment, in terms of the Bond had been made by the petitioner, consequent to the demand in that regard having been raised by the respondents, the respondents could not, thereafter, bind the petitioner down to continue to serve them for five years, unmindful of his personal and family conditions. He submits that Rule 53(4) of the CCS (Leave) Rules envisages discharge of the obligations under the Bond once payment, in terms thereof, was made by the employee. Refund of the money paid, he submits, cannot wipe out his right to resign.

11. Mr. Mishra contends, per contra, that, as the petitioner has failed to serve the respondents of five years after returning from his Post-graduation, as required by the Bond, the respondents have correctly refused to accept his resignation. It is further submitted that resignation is not a right of the petitioner, and that, therefore, no mandamus can be issued to the respondents to accept the petitioner for resignation. It has also been sought to be contended that the respondents were in need of dermatologists, to which discipline the petitioner belongs.



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12. We have considered the submissions of learned Counsel for both sides with due earnest.

13. Insofar as the submission that the respondents are in need of dermatologists is concerned, no such mention is made in the letter dated 6 May 2023, whereby the petitioners request for resignation was rejected. No empirical data in this regard is forthcoming. The petitioner has specifically pointed out that, for several years, there has been no recruitment of dermatologists. In such circumstances, we are of the opinion that this contention is a mere afterthought, to justify the decision to refuse the petitioners request for resignation.

14. The matter has, therefore, to be examined in the context of the provisions of the Bond read with the applicable Rules.

15. The respondents have invoked Rule 27(3)(c) of the ITBP Rules.

16. No doubt, Rule 27 empowers the ITBP to reject a request of an officer to resign to serve for a specified period, and that period has not expired.

17. As we understand it, Rule 27(3) is intended to cater to situations in which, while being recruited or joining a post, an officer is asked to serve the ITBP for a specified minimum number of years. In such circumstances, if the officer undertakes to do so, Rule 27(3)(c) would empower the ITBP not to permit the officer to resign before the said period is over.

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18. The respondents, however, seek to invoke Rule 27(3)(c) on the ground that, while proceeding to the AFMS or his Post-graduate studies, and while being granted sponsorship for the said purpose, the petitioner had undertaken to serve ITBP for five years after returning. That requirement, however, is to be found only in the Bond to which the petitioner was made to subscribe. Enforcement of the undertaking, therefore, can only be in terms of the specific clause contained in the Bond.

19. When we turn to the Bond, and the requirement, contained therein, of the petitioner serving the ITBP for five years after returning from his Post-graduation, we find that the condition is not uncaveated. It specifically states that, if the petitioner resigns from service within five years after returning to duty on completion of his Post-graduation, the petitioner would pay the amount envisaged in the Bond. The payment of the Bond, by the petitioner, therefore, constituted a reciprocal obligation, which was enforceable, *inter alia* in the event that the petitioner resigned from work before expiry of five years after returning.

20. The Bond, therefore, presented the employee with an option. The entitlement of the employee to resign within five years after returning was conditional on his paying the Bond amount. Inasmuch as the Bond was sought in terms of Rule 53(4)(a) of the CCS (Leave) Rules, its terms were sacrosanct.

21. Having paid the Bond amount, therefore, we are of the opinion that the petitioner could not have been compelled to serve the



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respondents for five years. Payment of the Bond amount *ipso facto* purged his default of not serving the respondent for five years.

22. It is worthwhile to reiterate, in this regard, that the requirement of serving the respondent for five years after returning is not contained elsewhere, outside the Bond. Had it been otherwise, the position might have been different. The obligation to serve being contained entirely within the Bond, it was enforceable only as envisaged in the Bond. This included an amnesty from the requirement of five years' service in the event of payment of the Bond amount. Notably, Rule 27(3)(c) of the ITBP Rules, too, binds the employee only in terms of the Bond, and not outside it.

23. For the aforesaid reasons, we are of the opinion that the impugned order dated 6 May 2023, whereby the petitioner's request for resignation has been rejected is not sustainable.

24. The office order is accordingly quashed and set aside. The petitioner's resignation would be deemed to have been accepted with effect from 22 August 2022.

25. The bond amount of ₹ 54,73,448/-, which was deposited by the petitioner and returned by the respondents shall be repaid by the petitioner within a period of 4 weeks.

26. Subject to the petitioner doing so, the resultant benefits, if any, which would be payable to the petitioner would be disbursed within a period of eight weeks from today.

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27. The writ petition stands allowed in the aforesaid terms.

C. HARI SHANKAR, J.

OM PRAKASH SHUKLA, J.

DECEMBER 16, 2025/aky

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