IN THE HIGH COURT OF JHARKHAND AT RANCHI

W.P.(S) No. 6912 of 2024

1. Mukesh Kumar Pandit, aged about-29 years, Son of Ashok Pandit. Resident of:- Vill- Titihiya Bank, P.O:- Madhupur, P.S:- Madhupur, Dist :-Deoghar, Jharkhand
2. Suryamani Mishra, aged about:- 28 years, Son of Chabilal Mishra, Resident of Vill- Sauna, P.O: Gujwar, P.S: Pratapgarh, Dist: Pratapgarh, Uttar Pradesh **.....Petitioners**

Versus

1. The State of Jharkhand, through the Principal Secretary, Department of Home, Prisons & Disaster Management, Government of Jharkhand, having its Office at Project Bhawan, P.O. Dharwa, P.S. Jagarnathpur, District Ranchi, Jharkhand
2. The Director General-cum-Inspector General of Police, Jharkhand, Ranchi, having office at Police Headquarters, HEC, P.O. & P.S: Dhurwa, Dist: Ranchi, Jharkhand
3. The Additional Director General of Police, Jharkhand Armed Police (JAP), having office at Raja Rani Kothi, Doranda, P.O. & P.S: Doranda, Dist: Ranchi, Jharkhand:
4. The Inspector General of Police (Training), Jharkhand, Ranchi, having office at Police Headquarters, HEC, P.O.: & P.S: Dhurwa, Dist: Ranchi, Jharkhand;
5. The Deputy Inspector General of Police, Jharkhand Armed Police (JAP), having office at Raja Rani Kothi, Doranda, P.O. & P.S: Doranda, Dist: Ranchi, Jharkhand;
6. The Commandant, IRB-1, Jamtara, having Camp Headquarter Office at Jamtara, P.O., P.S., & Dist: Jamtara, Jharkhand **.....Respondents**

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CORAM: **HON'BLE MR. JUSTICE DEEPAK ROSHAN**

For the Petitioner(s) : M/s. Rakesh Kr. Roy, Diwakar Upadhyay, Advocates
For the Respondents : Mr. Mithilesh Singh, G.A.-IV
Mr. Vishal Rai, A.C to G.A.-IV

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04/28.10.2026 By way of the present writ application, the petitioners have prayed for quashing of Order bearing

memo no. 1794/Ra.ka dated 29.10.2024, by which the respondent authority has taken the decision to recover the cost of training, travelling allowance and arrears of salary paid during the training period to the petitioners.

2. Learned counsel for the petitioners submits that petitioners voluntarily resigned the service of IRB after completion of more than 03 years of service, therefore, recovery made by the authorities in the name of training expenses, accommodation expenses, travelling allowance and arrear of salary is not justified. However, the petitioners under coercion of the respondent sworn an affidavit to refund the cost of training, travelling allowance and salary paid for the training period in future if any order will be passed.

3. Learned counsel further submits that though, the said agreement was not signed, but fairly admits that affidavits were filed by the respective petitioners; however, the fact remains that Rule 665 deals with an agreement in Form No. 106 and the said agreement would be valid for three years only. Accordingly, learned counsel for the petitioners submits that even admitting that affidavit has been filed in terms of Rule 665, but in view of the said Rule itself, Form No.106 stipulates the validity of the said agreement as three years and since all the petitioners resigned from their services after completion of three years, the recovery of any amount is bad in law.

4. Learned counsel for the respondents tries to justify the recovery order and draws attention of this Court towards the affidavit sworn by the respective petitioners and submits that the purpose of recovery and objective of Rule 665 is very clear that if the Government is spending so much amount on training etc., then if any person, who will acquire training and will resign thereafter, certainly there will be heavy loss to the Government and for that reason Rule 665 stipulates for an agreement.

5. He further submits that though individual agreements were not signed by the respective petitioners but they themselves filed an affidavit at the time of resignation where they have admitted that they will refund the amount if they will resign within a period of three years.

6. However, learned counsel could not dispute the fact that all the petitioners in the respective writ applications have resigned after completion of three years.

7. Having regard to the aforesaid facts and circumstances of the case, it appears that all these petitioners were appointed pursuant to the advertisement and they were sent for training on different dates in 2019. Admittedly, the respondents have incurred expenses on their fooding, lodging, training etc., but there is no rule to suggest that any person will be prevented to resign after three years and if he resigns, the expenses which would

have been incurred on the respective employee shall be recovered.

8. It is true that Rule 665 read with Form No.106 stipulates for refund of the amount which has been incurred in case of a particular employee with regard to training, fooding and housing expenses; but admittedly, Rule 665 itself stipulates an agreement for 3 years. Therefore, it cannot be presumed that this agreement will operate for indefinitely and even if any employee resigns after 3 years, the respondents would have any right to recover the amount which they have incurred.

9. Having regard to the above, all the respective impugned orders which are annexed as Annexure-6 series in the writ application are hereby, quashed and set aside.

10. Accordingly, the instant writ application stands allowed. Pending I.A(s), if any, also stands closed.

(Deepak Roshan, J.)

28th October, 2026
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