

HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

\*\*\*\*

CWP-1235-2000 (O&M)

\*\*\*\*

Rajesh Khanna ... Petitioner

VS.

Union of India & Ors. ... Respondents

\*\*\*\*

|    |                                                             |            |
|----|-------------------------------------------------------------|------------|
| 1. | Judgment reserved on                                        | 12.12.2025 |
| 2. | Judgment pronounced on                                      | 29.01.2026 |
| 3. | Judgment uploaded on                                        | 30.01.2026 |
| 4. | Whether operative or full judgment                          | Full       |
| 5. | Delay in pronouncement of full judgment and reasons, if any | NA         |

\*\*\*\*

CORAM: HON’BLE MR.JUSTICE SANDEEP MOUDGIL

\*\*\*\*

Present: Mr. Himanshu Sharma, Advocate for the petitioner

Mr. Karanvir Singh Kathuria, Sr.Panel Counsel, UOI

\*\*\*\*

**Sandeep Moudgil, J.**

(1). The jurisdiction of this Court has been invoked under Article 226 of the Constitution of India, *inter alia*, for issuing a writ of mandamus directing the respondents to charge Rs.30,000/- only as bond money as has been done in case of similarly situated persons in the same cadre, working on inter-transferrable posts having common seniority list with the petitioner in the same pay scale and under same employer. A further prayer has been made to refund the amount beyond Rs.30,000/- along with interest @ 24% p.a.

(2). Brief facts are that the petitioner cleared the All India Entrance Test conducted by the Union Public Service Commission and was selected as member of the India Engineering Service along with Sumeet Goel and Sanjeev Kohli. Thereafter, the selectees along with the petitioner went for Induction Training Course in November/December, 1993 for a period of two months at New Delhi. Pursuant thereto, the petitioner was appointed as Assistant Station

Engineer with the All India Radio (AIR) whereas the other two above mentioned selectees were appointed as such in Doordarshan, Jalandhar and New Delhi in the same cadre and on an inter-transferrable posts having common seniority list with same pay scale and common administrative control of Ministry of Information and Broadcasting, Shashtri Bhawan, New Delhi.

(3). In 1996, the petitioner and Sumeet Goel sought admission for doing their postgraduate ME/M.Tech. Course in the IIS, Bangalore and IIT, Kanpur through proper channel. They executed a bond in May, 1996 (Annexures P1 & P2), in terms whereof, Sumeet Goel paid Rs.30,000/- being the entire cost of training while doing M.Tech/ME Course whereas no amount as paid by the petitioner. Thereafter, the petitioner and Sumeet Goel went for postgraduate course where they were selected. The duration of the course undergone by them was one and a half year.

(4). The petitioner applied for a post of Assistant Professor (E&C) advertised in January, 1999 by Thapar Institute of Engineering and Technology through proper channel and was selected after submitting his resignation on 28.05.1999. However, the same was not accepted by AIR, Jalandhar vide memorandum dated 18.06.1999 (Annexure P4) on the ground that bond liability executed by the petitioner at the time of attending the ME Course at IIS, Bangalore which was conveyed to him by the Director General, AIR on 17.06.1999, has not been completed. The petitioner initially paid Rs.30,000/- vide draft dated 23.06.1999 as the same amount has been deposited by his batchmates. Thereafter, the petitioner was asked to pay the entire salary plus TA/DA etc. for a period of one and a half year which was quantified at Rs.2,20,970/- subsequently reduced to Rs.1,74,103/- after adjusting the amount

due to the petitioner. The petitioner deposited the said amount under protest vide letter (Annexure P8). Thereafter, he made a representation dated 14.09.1999 (Annexure P9) against demand of bond money over and above Rs.30000/-, but the same has not been responded to. Hence this writ petition.

(5). Learned counsel for the petitioner contends that the action of the respondents in demanding a sum of Rs. 1,74,103/- from the petitioner, as against a flat sum of Rs. 30,000/- from other similarly situated employees, is arbitrary, discriminatory and violative of Articles 14 and 16 of the Constitution of India. He submits that the petitioner and other employees of All India Radio (AIR) and Doordarshan (DD) are borne on the same cadre of the Indian Broadcasting and Engineering Services, work under the same employer, hold inter-transferable posts, draw the same pay-scales and share a common seniority list, and therefore constitute one homogeneous class and as such for similarly situated persons who resigned after completion of their post-graduation (M.Tech), only Rs. 30,000/- is being charged and neither the amount spent on the course nor their salary or TA/DA is recovered, whereas in the case of the petitioner, who underwent an M.E. post-graduate course, an amount of Rs. 1,74,103/- including salary, TA/DA and course expenditure is sought to be realised. There is no rational basis or intelligible differentia to justify such hostile discrimination between members of the same cadre, and the respondents, being an instrumentality of the State, cannot be permitted to “pick and choose” amongst equals while implementing their bond policy. Reliance has been placed on *State of Madhya Pradesh v. Shyam Kumar Yadav, 2024 (3) Apex Court Judgments (SC) 275* to contend that once a policy decision is taken within the permissible framework, its benefit must be extended to all

those who fall within its parameters and the authorities cannot discriminate within the same class.

(6). It is vehemently argued that the M.E. course for which the petitioner was selected is a technical post-graduate course at par with the M.Tech course for which other similarly situated employees were deputed, and both are interchangeable in the context of the respondents' scheme of higher studies. It is urged that the petitioner was to undergo pre-course training from 01.07.1996 and the M.E. course from 30.07.1996 onwards, indicating that he too was sponsored for a structured post-graduate programme as per order dated 24.06.1996 (Annexure P10).

(7). On the other hand, written statement dated 09.01.2001 has been filed by LK Chopra, Station Director, AIR, Jalandhar on behalf of respondents No.1 to 3 wherein it has been averred that the proper forum for an employee holding civil post under the Union of India is the Central Administrative Tribunal under Section 14 of the Central Administrative Tribunal Act, 1985. Furthermore, Section 28 of the Act excludes the jurisdiction of the Courts except the Supreme Court and as such, relying upon the decision in **L. Chandra Kumar v. Union of India, (1997) 3 SCC 261**, the writ petition is liable to be dismissed being without jurisdiction.

(8). That apart, learned counsel for the respondents No.1 to 3 contends that as per the terms of the bond executed by the petitioner, it has been unambiguously stipulated that in the event of quitting service within a period of 5 years after completion of the Course, the employee is required to refund salary plus TA/DA drawn during the study period with interest. He submits that the petitioner executed the bond on 31.5.1996 and commenced his course

at IIS, Bangalore on 30.07.1996 whereas his counterparts executed the bond in Doordarshan on 22.7.1996, however, the petitioner did not point out the discrimination or agitated the matter before any authority till 28.5.1999 when he got appointment as Asstt. Professor at Thapar Institute, Patiala which implied that he agreed to comply with the terms and conditions of the bond.

(9). It is further submitted that not only the petitioner but all the similarly placed officers of All India Radio who had been deputed for the further studies in the prestigious institutes of the country had executed the bond and the petitioner is no exception. He urged that the comparison made by the petitioner is wholly misplaced as the courses are different in duration, program and even the authorities are also different although there is no policy or order explaining the different in bond amounts between AIR and Doordarshan employees but the same is understandable on the basis of the specific course requirements and its duration with varying bond prices.

(10). At this stage, Mr. Karanvir Kathuria, learned counsel for the respondents invoked the well-settled doctrine of approbate and reprobate and exhorted that the petitioner consciously sought and obtained sponsorship for a two-year M.E. course at the Indian Institute of Science, Bangalore, at Government expense, after voluntarily executing a bond which, in clear terms, obligated him to refund the salary and not only did he avail the full benefit of this arrangement and secure a higher qualification, but at the stage of applying for the post of Assistant Professor at Thapar Institute he expressly reaffirmed in writing his willingness to pay the costs so incurred on his M.E. course and as such, the petitioner cannot now be permitted to approbate and reprobate by challenging the very obligation under which he has already performed and

obtained benefit and he is thus estopped from denying its binding force or repudiating the corresponding burden flowing from the bond.

(11). In his replication, the petitioner has denied the assertion made by the respondents wherein he has averred that the petitioner did not join duty in discrimination inasmuch as he left for IIS Bangalore on 27.06.1996 as per the orders of the Govt. of India and his counterparts of Doordarshan signed the bond much later after the petitioner had left and therefore, as and when the petitioner came to know about discrimination, he immediately represented against it which has not been responded till date.

(12). Notice of motion was issued on 31.01.2000 and the matter was admitted on 24.07.2001. Thereafter the case came to be listed for regular hearing on 12.08.2024 on which fresh notice was issued to the parties and a Coordinate Bench of this Court vide order dated 22.01.2025 passed the order:-

*“Learned counsel representing the respondent prays for some time to obtain copy of the decision revising the bond amount to be obtained from the employee indicating higher education at the State expense.”*

(13). An additional affidavit dated 15.05.2025 has been filed by Anil Kumar Sandhu, Senior Administrative Officer, AIR, Jalandhar wherein the breakdown of the amount paid by the petitioner on account of the bond has been explained and the same is reproduced as under:-

|    |                                                                                                     |                |
|----|-----------------------------------------------------------------------------------------------------|----------------|
| 1. | Salary w.e.f. 1.8.1996 to 31.1.98 (excluding the period 13.12.96 to 31.12.96 and 1.1.97 to 31.1.97) | Rs.1,08,957.00 |
| 2. | TA/DA paid to him during the course of training                                                     | Rs.55,443.00   |
| 3. | Amount paid towards fee and other charges                                                           | Rs.9703.00     |
|    | TOTAL                                                                                               | Rs.1,74,103.00 |

(14). Heard learned counsel for the parties and gone through the record.

(15). The material on record shows that the petitioner was deputed in 1996 to undergo a two-year Master of Engineering (M.E.) course at the Indian Institute of Science, Bangalore, as a government-sponsored candidate, after he executed a bond in favour of the President of India. The bond clearly provided that if he failed to resume duty, or resigned, retired or otherwise quit service without returning to duty after the study leave period, or within five years of returning to duty, he would have to pay back the salary drawn during the study period, TA/DA for that period and other charges borne by the Government, together with interest. This structure is in line with Rule 63 of the Central Civil Services (Leave) Rules, 1972, which contemplates execution of such bonds and recovery of leave salary and related expenses if the officer does not serve for the prescribed period after availing study leave. Rule 63 of the 1972 Rules reads as under:-

*63. Resignation or retirement after study leave or non-completion of the course of study.*

*(1) If a Government servant resigns or retires from service or otherwise quits service without returning to duty after a period of study leave or within a period of [three years (five years in the case of Central Health Service Officer who has been granted thirty-six months' leave under sub-rule (2) of Rule 51) after] such return to duty or fails to complete the course of study and is thus unable to furnish the certificates as required under subrule (5) of Rule 53, he shall be required to refund*

*(i) the actual amount of leave salary, cost of fees, travelling and other expenses, if any, incurred by the Government of India; and (DOPT Notification No. 13023/1/2017-Estt.(L), dated 01.01.2018)*

*(ii) the actual amount, if any, of the cost incurred by other agencies such as foreign Governments, Foundations and Trusts in connection with the course of study, together with interest thereon at rates for the time being in force on Government loans, from the date of demand, before his resignation is accepted or permission to retire is granted or his quitting service otherwise: Provided that except in the case of*

*employees who fail to complete the course of study nothing in this rule shall apply—*

*(a) to a Government servant who, after return to duty from study leave, is permitted to retire from service on medical grounds; or to a Government servant who, after return to duty from study leave, is deputed to serve in any Statutory or Autonomous Body or Institution under the control of the Government and is subsequently permitted to resign from service under the Government with a view to his permanent absorption in the said statutory or Autonomous body or Institution in the public interest.*

*(2)(a) The study leave availed of by such Government servant shall be converted into regular leave standing at his credit on the date on which the study leave commenced, any regular leave taken in continuation of study leave being suitably adjusted for the purpose and the balance of the period of study leave, if any, which cannot be so converted, treated as extraordinary leave.*

*(b) In addition to the amount to be refunded by the Government servant under sub-rule (1), he shall be required to refund any excess of leave salary actually drawn over the leave salary admissible on conversion of the study leave.*

*(3) Notwithstanding anything contained in this rule, the President may, if it is necessary or expedient to do so, either in public interest or having regard to the peculiar circumstances of the case or class of cases, by order, waive or reduce the amount required to be refunded under sub-rule (1) by the Government servant concerned or class of Government servants.*

(16). Rule 63(1) provides that where a Government servant, after availing study leave, resigns, retires or otherwise quits service without returning to duty, or does so within three years of his return to duty, or fails to complete the course of study and is therefore unable to furnish the prescribed completion certificates, he is liable to refund the actual amount of leave salary, cost of fees, travelling and other expenses incurred by the Government of India, as well as any actual costs incurred by other agencies and this refund is a pre-condition to acceptance of his resignation or permission to retire. Likewise,



sub-rule (2) deals with the treatment of the study-leave period in such cases, and stipulates that the study leave availed of by a Government servant falling under this rule shall be converted into regular leave standing at his credit on the date study leave commenced, with any regular leave taken in continuation of study leave adjusted against this, and the balance of the study-leave period, if it cannot be so converted, treated as extraordinary leave. In addition, the Government servant is required to refund any excess of leave salary actually drawn over the leave salary that would have been admissible on such conversion, thereby ensuring that he does not retain more leave salary than his regular leave entitlement would have allowed. Rule 63(3) confers a residuary discretionary power on the President to waive or reduce the amount required to be refunded under sub-rule (1), either in public interest or having regard to the peculiar circumstances of a particular case or a class of cases, notwithstanding the otherwise mandatory language of the rule.

(17). It is admitted that the petitioner voluntarily executed the bond, availed full benefits of the M.E. course on study leave, and thereafter resigned from All India Radio, Jalandhar, to join as Assistant Professor at Thapar Institute of Engineering and Technology, Patiala. Before resigning, he deposited the amount calculated as per the bond. In these circumstances, the impugned recovery is nothing more than enforcement of a standard bond operating under Rule 63, and no violation of any statutory provision has been shown.

(18). Even otherwise, the conduct of the petitioner squarely attracts the principle that a person cannot approbate and reprobate. The petitioner consciously sought and obtained a valuable benefit at State expense, namely a

two-year M.E. degree from a premier institute, on the clear terms and conditions recorded in the bond. While applying for the post of Assistant Professor in January 1999, he himself, in writing, affirmed his consent to pay the costs incurred on his M.E. course as per the bond signed in 1996, and thereafter actually deposited the demanded amount before leaving government service. Having thus enjoyed the benefit of a higher qualification as well as the freedom to exit service on the agreed financial terms, he cannot be permitted to blow hot and cold, or to accept the advantages of a contract or scheme while repudiating the corresponding burdens.

(19). In **Vijaya Bank v. Prashant B. Narnaware, 2025 SCC OnLine SC 1107**, the Supreme Court upheld the validity of an employment bond and rejected the contention that such bonds are *per se* in restraint of trade or unenforceable, recognising that where an employer spends money on training or confers a special benefit, it is permissible to stipulate that the employee either serves for a minimum period or compensates the employer on an objective formula if they leave earlier. The bond in the present case is of that type. It is tied to a specific benefit i.e. two-year M.E. course with pay and allowances with a clear stipulation of recovery of salary, TA/DA, other charges with interest and leaves the choice to the officer either to continue in service for the required period or pay the bond amount before relinquishing the previous employer i.e. AIR. The respondents have enforced it in the manner agreed and thus, there is no basis to hold such a bond invalid or to grant relief to the petitioner contrary to the terms and conditions accepted in the bond.

(20). The plea of the petitioner qua discrimination based on the case of Shri Sumeet Goel is also without any merit. The petitioner compares himself

with Shri Sumeet Goel, an Assistant Station Engineer at Doordarshan Kendra, Jalandhar, who was sent as a sponsored candidate to a six-month M.Tech programme at IIT Kanpur. The record shows that selection and sponsorship for the M.E. course at IISc are handled for AIR staff, while the M.Tech programme at IIT Kanpur is a separate scheme for Doordarshan staff, processed by the Doordarshan Directorate and not by the Staff Training Institute. The AIR scheme sends staff to a two-year M.E. course at IISc, Bangalore; the Doordarshan scheme sends staff to a six-month M.Tech course at IIT Kanpur. The courses differ in duration, cost and sponsoring authority. Shri Sumeet Goel was never part of the petitioner's selection process and was not governed by the bond applicable to AIR officers sent to IISc. The Constitution does not require that every training scheme in every department or directorate must have identical bond terms. What it requires is that persons similarly placed within the same scheme are treated alike. The petitioner has not shown that any other AIR officer sent to IISc on the same terms was treated more favourably. In the absence of such evidence, the argument based on parity under Article 14 of the Constitution with a Doordarshan-sponsored M.Tech candidate cannot succeed.

(21). Lastly, on the question of jurisdiction, the objection that the petitioner ought to have approached the Central Administrative Tribunal does not, in itself, bar this Court from examining the matter. In **L. Chandra Kumar's** case (supra), the Constitution Bench of the Supreme Court held that judicial review under Articles 226 and 227 forms part of the basic structure of the Constitution, and that the power of the High Court cannot be excluded by creating tribunals, for, its decisions remain subject to scrutiny by the High Courts. Thus, even where a tribunal exists, the High Court inherently retains

the power to examine a grievance in an appropriate case. At the same time, the existence of writ jurisdiction does not mean that the Court will rewrite voluntary contracts or undo lawful obligations undertaken under a valid statutory scheme. In the present case, the petitioner has not challenged Rule 63 of the 1972 Rules itself, albeit, he has already enjoyed the full benefit of the study leave and the qualification, and now asks the Court to relieve him from a bond he willingly executed and honoured. In such a fact situation, the discretionary and equitable nature of writ jurisdiction weighs strongly against granting relief.

(22). In view of the above discussion, there is no merit in the present writ petition and the same is dismissed being devoid of merit.

29.01.2026  
V.Vishal

(Sandeep Moudgil)  
Judge

1. Whether speaking/reasoned? :  
2. Whether reportable? :

Yes/No  
Yes/No