**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

111 **CWP-5071-2026**
Date of Decision: 05.03.2026

Dr. Komal Marwaha **…Petitioner**

Versus

Panjab University and others **…Respondents**

CORAM: HON'BLE MR. JUSTICE JAGMOHAN BANSAL

Present: - Mr. Sardavinder Goyal, Advocate *(through video conferencing)* and Mr. Nishant Sindhu, Advocate for the petitioner

Mr. Vivek Chauhan, Advocate
for respondents- Panjab University

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JAGMOHAN BANSAL, J. (Oral)

1. The petitioner through instant petition under Articles 226/227 of the Constitution of India is seeking setting aside of order dated 21.01.2026 whereby respondent has ordered to effect recovery from the salary of sureties of indemnity bond furnished by her.

2. The petitioner joined Panjab University as Assistant Professor in April' 2006. She was promoted as Associate Professor in February' 2009. She was granted study leave from June' 2015 to June' 2017 by the respondent-University to pursue Ph.D. She was granted extension of study leave without pay till December' 2018 to complete her Ph.D. The respondent-University thereafter did not grant extension of leave and directed her to join. She submitted her resignation to the respondent-University on 23.01.2019. The respondent-University vide letter dated 29.03.2019 ordered to forfeit her salary paid during study leave with interest w.e.f. 29.07.2017. The respondent further vide letter 24.05.2019 asked to refund ₹46,78,105/- which included salary from 29.07.2015 to 28.07.2017

and interest from 29.07.2017 to 31.05.2019 amounting to ₹4,65,364/-. The petitioner preferred representation dated 26.09.2019 seeking details of calculation. She further requested to deduct the outstanding amount from her PPF/CPF account. The respondent deducted ₹32,76,037/- from her PF account. The petitioner vide letter dated 02.08.2024 was directed to deposit balance of ₹19,92,775/-. The respondent vide letter dated 21.01.2026 has ordered to recover ₹19,92,775/- from the sureties of indemnity bond.

3. Learned counsel for the petitioner submits that there is no statutory provision authorizing respondent to charge interest on salary paid during study leave. In any case, interest could be charged from the date of demand whereas respondent has charged interest from 29.07.2017. The respondent has also charged interest on deductions. The amount deducted by respondent did not enure to petitioner thus, there was no reason to recover interest on the said amount.

4. *Per contra*, learned counsel for respondent-University submits that interest has been charged as per indemnity bond executed by petitioner. Terms and conditions of the bond expressly provide that petitioner would have to pay interest @ 6% from the date of demand. The University has made deductions from her salary under different headings. The amount deducted from the salary except income tax was deposited for the welfare of the petitioner, thus, amount deposited under different headings formed part of salary and respondent has right to recover interest on the said amount.

5. Heard the arguments and perused the record.

6. There is no provision in Panjab University Calander which empowers University to charge interest on study leave salary. It is indemnity bond which empowers University to charge interest from an employee who

does not honour terms and conditions of the bond. As per terms and conditions of the bond, the petitioner is liable to pay interest @ 6% from the date of demand. In the instant case, the period involved is June’ 2015 to June’ 2017, however, demand was raised on 29.03.2019, thus, as per indemnity bond, the petitioner is liable to pay interest @ 6% from 29.03.2019. The respondent cannot charge interest prior to 29.03.2019. The respondent is claiming that deductions were made under different headings. Primarily, deduction was made on account of deposit with Provident Fund and Income Tax. The benefit of deposit with Provident Fund finally enured to petitioner, thus, she is liable to pay interest on the said amount. The amount deducted and deposited in the Provident Fund certainly formed part of salary and the petitioner is liable to pay interest on the said amount. There was deduction with respect to income tax which was deposited with Income Tax Department. The petitioner, at this stage, may not be able to get refund from Income Tax Department, however, she is liable to deposit said amount which was deducted and deposited by respondent as TDS/Advance Tax. In such circumstances, it would not be reasonable to charge interest on said amount. Accordingly, respondent-University is hereby directed not to charge interest on amount which was deducted as TDS and deposited with Income Tax Department.

7. The petition stands disposed of in above terms with consequential benefits.

(JAGMOHAN BANSAL)
JUDGE

05.03.2026
Mohit Kumar

Whether speaking/reasoned	Yes/No
Whether reportable	Yes/No