

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

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CWP-24616-2021

Date of Decision : February 12, 2026

ANANYA

-PETITIONER

V/S

STATE OF HARYANA AND OTHERS

-RESPONDENTS

CORAM: HON'BLE MR. JUSTICE KULDEEP TIWARI

Present: Mr. Prashant Singh Chauhan, Advocate, and
Mr. Rahul Sangwan, Advocate, for
Mr. Shokeen Singh Verma, Advocate
for the petitioner.

Mr. Bhupender Singh, Addl. A.G., Haryana.

Mr. Arjun Pratap Atma Ram, Advocate, and
Ms. Ananya Kalia, Advocate
for the respondent No.2.

Mr. Nilesh Kant Goyal, Advocate, for
Mr. A.S. Virk, Advocate
for the respondents No.3 and 5.

KULDEEP TIWARI, J. (ORAL)

1. Through the present writ petition, the petitioner seeks issuance of a direction to the respondent No.2, Murari Lal Rasiwasia Ayurvedic College and Hospital, Charkhi Dadri, to refund the tuition fees for the B.A.M.S. course (excluding the 1st year), amounting to ₹7,17,122/-, which petitioner was compelled to deposit as a pre-condition for issuance of a 'No Objection Certificate' to enable her migration to another college after completion of the 1st year at the respondent No.2- College.
2. Learned counsel for the petitioner, placing reliance upon the Migration Regulations adopted by Shri Krishna AYUSH University,

Kurukshetra (hereinafter referred to as “AYUSH University”), submits that a college is entitled to charge tuition fee for the month in which migration is permitted by the University, and the college from where the student migrated is not entitled to charge fee for fraction of a month. It is further contended that the respondent No.2 erroneously treated the petitioner’s migration as abandonment of the course, whereas the petitioner migrated to another college only after obtaining a ‘No Objection Certificate’ from the respondent No.2, that too with approval of AYUSH University and continued her course. Therefore, such migration cannot, in any circumstance, be construed as leaving the B.A.M.S. course. Consequently, the respondent No.2 is not entitled to retain the sum of ₹7,17,122/- (comprising the fee for the 2nd, 3rd, 4th and half year), which was deposited under compulsion for issuance of the ‘No Objection Certificate’.

3. *Per contra*, learned counsel appearing on behalf of the respondent No.2 mounts a robust defence anchored in the Haryana Government's notification dated 02.08.2019 governing procedure for admission to B.A.M.S./B.H.M.S. for the academic session 2019-2020 (petitioner's admission period). He contends that Paragraph 7 thereof clearly provides that if any candidate having joined the course, leaves the course after last counseling by the University, then he/she shall have to pay entire course tuition fee of the respective college. This paragraph further mandates the execution of a bond by candidates with the college at the time of reporting for admission. Much emphasis is laid on the expression “respective college” occurring in Paragraph 7 to contend that the demand raised by the respondent No.2 for the full course tuition fees was strictly in

consonance with the governing notification, which forms an integral part of the college prospectus and binds all candidates.

4. Further, reliance is placed upon the Indian Medicine Central Council (Minimum Standards of Education in Indian Medicine) Amendment Regulations, 2016 (hereinafter referred to as “Regulations of 2016”), to submit that migration is regulated by the said statutory framework. It is submitted that the ‘No Objection Certificate’ was issued in compliance with Regulations 9 and 11 thereof.

5. Continuing his submissions, learned counsel submits that the petitioner’s migration resulted in a vacant seat, thereby causing financial loss to the respondent No.2. It is contended that although vacant seats are ordinarily required to be filled up to the last round of counselling, in the present case, since the petitioner left the college after completion of her 1st year, the seat remained vacant. Accordingly, Paragraph 7 of the admission notification dated 02.08.2019 was rightly invoked.

6. Before embarking upon the process of gauging the merits of the present writ petition and penning down observations on the submissions advanced by learned counsel for the parties, it is deemed apposite to concisely delineate the factual matrix and to advert to the relevant Regulations and Notifications governing the field.

7. The petitioner qualified NEET-UG-2019 and was allotted a seat in the B.A.M.S. course under the BC-A category in Shri Krishna AYUSH University, Kurukshetra, in accordance with her place in merit list. She secured admission in the respondent No.2-College, which is duly recognized by the Central Council of Indian Medicine and affiliated with

AYUSH University, and successfully passed her 1st year B.A.M.S. examination in 2020. Thereafter, she applied for migration and sought issuance of a 'No Objection Certificate' under Migration Regulations duly adopted by AYUSH University. The same was granted on 15.12.2020 with prior approval of AYUSH University, albeit subject to the condition that she deposit the entire tuition fee for the remaining 3½ years of the course. Left with no viable alternative, the petitioner deposited ₹7,17,122/- towards the remaining course tuition fee (i.e. 2nd, 3rd, 4th and half year), which fact is undisputed. Upon issuance of the 'No Objection Certificate', she migrated to another college and continued her studies.

8. The pivotal issue engendering the instant writ petition and warranting adjudication is ***“whether the petitioner’s case falls within the ambit of ‘leaving the course’ or ‘migration under the Migration Regulations’”***.

9. To pen down an answer to the core issue, it is imperative to begin with making a studied survey of the Migration Regulations, which commence with a non obstante clause, stipulating that notwithstanding anything contained in any other rules, regulations or ordinance relating to matters covered therein, the Migration Regulations shall govern inter and intra-university migration in the respective AYUSH faculties of maintained and affiliated colleges of AYUSH University. The opening portion of the Migration Regulations is extracted hereunder:-

“Notwithstanding anything contained in any other rules, regulations, ordinance with regard to the matters covered hereunder, the following rules shall apply for Inter and Intra-University migration in the respective AYUSH faculties of maintained & affiliated colleges of Shri Krishna AYUSH University,

Kurukshetra.”

10. What emanates from a further study of the Migration Regulations is that migration cannot be claimed as a matter of right and can be refused without assigning any reason. The migration application is to be considered only subject to availability of seats, and the applicant is required to submit an affidavit stating that he/she will pursue the prescribed study before appearing in the examination of 2nd year of AYUSH course at the transferee AYUSH college. **Moreover, the migration shall be restricted to 5% of the sanctioned intake of the college. (Emphasis supplied)**

11. Further, the Migration Regulations embody a clear condition that migration shall be only against clear vacancy that has arisen due to non-filing of seats. Another significant condition enclosed therein requires the candidate to have passed in the 1st year of AYUSH 5½ year degree course in first attempt. Insofar as tuition fee is concerned, Paragraph 18 of the Migration Regulations speaks in volume that a college/institute is entitled to charge tuition fee for the month in which the migration is allowed by the University and the college from where the student is migrated is not entitled to charge fee for fraction of a month. The paragraphs of the notification embodying the relevant mandate are extracted hereunder:-

“1. Migration cannot be claimed as a matter of right and can be refused without assigning any reason.

2. Migration would be considered only subject to availability of seats. Provided that in no case migration would be considered against additional seat.

3. Both Colleges i.e. the one at which the student is enrolled and one to which migration is sought are recognized by the Central Council of Indian Medicine.

4. The applicant shall submit affidavit stating that he/she will pursue the prescribed study before appearing in the examination of II years

of AYUSH course examination at the transferee AYUSH College, which should be duly certified by the Registrar of the concerned University in which he/she is seeking transfer. The Transfer will be applicable only after receipt of the affidavit.

5. Migration shall be restricted to 5% of the sanctioned intake of the college during the year. No migration will be permitted on any ground from one Ayurveda medical college to another located within the same city.

6. There should be clear vacancy that has arisen due to non-filling of seats. A student who wishes to migrate may be accommodated only in the event of vacancy in sanctioned seats strength. Failure of students in examination will not count as vacancy of sanctioned seats strength.

12. The candidate must have passed in the First year of AYUSH 5½ year degree Course in first attempt and there should be no gap between his/her passing the last examination and the year of migration in the College. Failed students, passed in supplementary examinations & midterm Migration shall not be allowed.

17. The Migrating student must join the new college within 15 days of the permission of the Migration by the University, failing which he/she shall have to apply afresh and pay fresh fees in order to revalidate the previous Migration, provided at that time seat is available and no other candidate remain in the waiting list. The fees so deposited in first attempt will not be refunded/adjusted.

18. A college/institute is entitled to charge tuition fee for the month in which the Migration is allowed by the University and the college from where the students migrated is not entitled to charge fee for fraction of a month.”

12. The Migration Regulations are thus structured not only to safeguard students' interests but also to protect the financial interests of private institutes. This is achieved by limiting migrations to just 5% of the college's sanctioned intake, thereby securing the institutes' viability. It is evident that the Migration Regulations are rationally designed to address unforeseen and compelling circumstances that may prevent a student from

continuing studies at their parent institution. In doing so, they strike a fair balance between the interests of students and private institutes.

13. Now, it is apposite, since learned counsel for the respondent No.2 has made gigantic dependence upon the admission notification dated 02.08.2019 in support of demand and retention of entire course tuition fee, to examine the said notification.

14. With an objective to standardize and regulate admission process more transparent and aligned with the Central Government policy, the Health and AYUSH Department, Government of Haryana, issued a notification dated 02.08.2019, prescribing the procedure for admission to B.A.M.S/B.H.M.S. course for the academic session 2019-2020. Paragraph 7 thereof, which has been emphasized by learned counsel for the respondent No.2, stipulates that if a candidate, after joining the course, leaves the same after the last round of counselling, he/she shall be liable to pay the entire course tuition fee of the **“respective college”**. It further mandates the execution of a bond by candidates with the college at the time of reporting for admission. Paragraph 7 reads as under:-

“7. After commencement of UG courses if a candidate having joined the course, leaves the course after the last counseling by the University then he/she shall have to pay entire course tuition fee of the respective college. In this regard the candidates would fill the BOND with the concerned college at the time of reporting for admission.”

15. Paragraph 10 of the admission notification also carries significance for adjudication of the hereinabove formulated pivotal issue. Paragraph 10 embodies the fee structure of B.A.M.S/B.H.M.S courses in all Ayurvedic and Homeopathic Colleges of the State of Haryana and U.T.

Chandigarh (Shri Dhanwantry Ayurvedic College). Sub-paragraph a(5) is extracted hereunder:-

“10. Fee Structure

a(5) For remaining all private BAMS colleges including Shri Dhanwantry Ayurvedic College, Chandigarh.

<i>Fee Head</i>	<i>Annual Fee</i>
<i>Tuition Fee including Development Charges</i>	<i>Rs. 1.50 Lakh with annual increase of 5%</i>
<i>15% NRI seats</i>	<i>USD 25000/- (for the entire course)</i>
<i>Examination charges</i>	<i>Actual</i>
<i>University Charges</i>	<i>Actual</i>
<i>Library Charges</i>	<i>Rs. 3000/-</i>
<i>Sports and Medical Charges</i>	<i>Rs. 2000/-</i>
<i>Internet Charges (if provided)</i>	<i>Rs. 1000/-</i>
<i>Hostel Fee</i>	<i>Not more than Rs. 60000/- or Actual (whichever is lesser) Plus Mess charges on actual basis. No charges for fan and lighting in the hostel</i>
<i>Mess Charges</i>	<i>Actual</i>
<i>Transport Charges (if availed by the students)</i>	<i>Actual</i>

16. Sub-paragraph (b) of Paragraph 10 also carries significance inasmuch as it clearly stipulates that fee shall be payable on an annual basis and the institutes shall not insist upon candidates to deposit fee for the entire course in advance. Sub-paragraph (b) is extracted hereunder:-

“b. The Fee will be payable on annual basis and the institutes shall not insist upon the candidates to deposit fee for the entire course in advance.

The full fee for the first year course shall be deposited by the successful candidates in the shape of demand draft payable to Registrar, Shri Krishna AYUSH University, Kurukshetra on behalf of respective institute at the time of document verification. Fee in cash may be accepted if admission committee allows in certain

circumstances. The fee shall be transferred to the respective institutions after completion of the admission process. The fee shall be refunded/adjusted if the candidate is shifted from one institute to another, be it private to government or private to private institute in the subsequent Counseling. In case of request for withdrawal of admission by a candidate after the last date of admission, the fee shall not be refundable to the candidate except on account of death or serious mental illness/serious grievous physical injury. Rule under section 7 of this notification would also be applicable.

The candidate seeking admission in Baba Mastnath Ayurvedic College, Rohtak and SGT College of Ayurveda, Gurugram only can be allowed to deposit part fee (50%) at the time of counseling. However, the remaining fee will have to be deposited by the candidates to the institution before the last date of admission.”

17. A close and combined scrutiny of the admission notification makes the following things abundantly clear:-

- (a) It regulates admissions only to 1st year of B.A.M.S./B.H.M.S. course for the academic session 2019-2020;*
- (b) It deters students from switching institutes post-counseling rounds, ensuring stability in the admission process;*
- (c) In cases where a student abandons the course midway after joining a private institute, specifically after the last round of counseling, it empowers the institute to recover the entire course tuition fee through the mandatory bond executed at the time of admission, safeguarding the institute's financial interests against resultant seat vacancies that cannot be filled.*
- (d) It bears no connection whatsoever to, nor does it purport to regulate, the distinct process of migration, which students may seek only after successfully completing their first year of study*

and strictly within the 5% cap of the college's sanctioned intake as per the Migration Regulations;

(e) It expressly prohibits colleges/institutes from insisting that students deposit the entire course tuition fee in advance;

18. Therefore, to the considered mind of this Court, the ultimate gist of the admission notification, particularly Paragraph 7, is that it does not authorize or empower a college/institute to demand or retain the entire course tuition fee from a student who undertakes a valid migration in compliance with the Migration Regulations. Whether the seat vacated by such migration subsequently remains unfilled or gets occupied by another student through subsequent processes is wholly immaterial and of no consequence. This full-fee recovery principle, secured via the admission bond, applies solely to the distinct scenario where a student gains admission in 1st year and after completion of the last counselling, leaves the courses. In that limited eventuality, the student bears the obligation to compensate the institute for the resultant vacancy by paying the full course tuition fee.

19. This Court has also examined the Regulations of 2016. These Regulations have been inserted, by way of amendment, to set up minimum standard for Siddha Maruthuva Arignar Course. Even the migration clause(s) contained therein do not have any relevance to the case at hand inasmuch as the AYUSH University, with which the respondent No.2- College is affiliated, has adopted its own Migration Regulations, which, as already delineated hereinabove, commence with a non obstante clause. Therefore, it does not lie with the respondent No.2- College to assert that it has to follow the Regulations of 2016 and not the Migration Regulations

framed and adopted by its affiliating AYUSH University. Accordingly, the stance taken by the respondent No.2- College is untenable in this regard as well.

20. Testing the case at hand on the anvil of the hereinabove discussed provisions, it is manifest that, only after completion of her first year study and grant of a 'No Objection Certificate' duly approved by AYUSH University, the petitioner migrated to another college, duly recognized by the Central Council of Indian Medicine, against the permissible 5% sanctioned intake. The migration was effected strictly in compliance with the Migration Regulations. The petitioner did not "leave the course" and she continued her B.A.M.S. studies in another recognized institution. The case, therefore, squarely falls within the ambit of "migration" and not "leaving the course".

21. In summa, the **present writ petition is allowed and the respondent No.2 is directed to refund to the petitioner the sum of ₹7,17,122/- (i.e. tuition fee for the 2nd, 3rd, 4th and half year), within a period of 30 days from the date of receipt of a certified copy of this order.**

February 12, 2026
devinder

(KULDEEP TIWARI)
JUDGE

Whether speaking/reasoned	:	Yes/No
Whether Reportable	:	Yes/No