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* IN THE HIGH COURT OF DELHI AT NEW DELHI

Judgment reserved on: 11.05.2026

Judgment pronounced on: 29.05.2026

+ W.P.(C) 3088/2026 & CM APPL. 14913/2026

ABHISHEK SINGH

....Petitioner

Through: Mr. Sumeet Kapoor, Adv.

versus

ALL INDIA INSTITUTE OF MEDICAL SCIENCES & ORS.

....Respondents

Through: Mr. Anand Varma. Mr. Ayush Gupta.
Mr. Pushpam, Advs. for R-1 & 2/
AIIMS
Ms. Avshreya Pratap Singh Rudy,
CGSC with Ms. Usha Jamnal, Ms.
Nyasa Sharma, Mr. Ankit Khatri, Advs.
for R-3/UOI
Mr. T. Singhdev, Mr. Abhijit
Chakravarty, Ms. Anum Hussain Advs.
for R-4

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

J U D G M E N T

1. The present writ petition has been filed by the petitioner under Article 226 of the Constitution of India (“**COI**”) seeking the following prayers:

“a. Issue a Writ of Mandamus directing the Respondents



No.1 and 2 to grant provisional admission to the Petitioner in the MD-Pharmacology course at AIIMS Bhubaneswar based on his merit rank and the seat allotment in the Open Round of INICET January 2026 session;

b. Issue a Direction that the Petitioner be allowed to submit his original academic documents immediately upon their release by Respondent No.5 college as per law;

c. Issue an Interim Order that the seat allotted to the Petitioner in MD-Pharmacology at AIIMS Bhubaneswar be kept vacant and shall not be treated as a stray vacancy or allotted to any other candidate pending the final disposal of this petition;

d. Issue a Writ of Mandamus directing Respondents No.3 and 5 to accept the resignation of the Petitioner from the MDPhysiology course at RDMC Banda and to release all his original academic and eligibility certificates forthwith as per law;

e. Issue a Direction to Respondent No.1 and 2 to release the security deposit of Rs.3,00,000/- paid by the Petitioner for the INI-CET Open Round; ...”

FACTUAL BACKGROUND

2. The petitioner is a qualified medical professional who has passed MBBS. The petitioner participated in the NEET-PG 2025 and Institute of National Importance Combined Entrance Test (“**INI-CET**”) January 2026 Examination for pursuing Post Graduate Medical Education.
3. The respondent No. 1, i.e. All India Institute of Medical Sciences



(“**AIIMS**”), New Delhi, is a body established under AIIMS Act, 1956 and was responsible for conducting the INI-CET Exam.

4. The respondent No. 2, i.e., AIIMS Bhubaneswar, is an institute where the petitioner was allotted a seat through NEET-PG Counselling process.
5. The respondent No. 3, i.e., Medical Counselling Committee (“**MCC**”) is a regulatory body set up under the Directorate General of Health Services (“**DGHS**”) and is responsible for managing the All India Quota for NEET-PG Examination.
6. The respondent No. 4, i.e., National Medical Commission is a statutory body established under the National Medical Commission Act, 2019 which regulates medical education and practice in India.
7. The respondent No. 5, i.e., Rani Durgavati Medical College (“**RDMC**”) is a State Medical College in Uttar Pradesh wherein the petitioner provisionally secured admission through NEET PG Counselling.
8. The petitioner secured a rank in the NEET PG 2025 and INI-CET January 2026 session. The petitioner was allotted a seat in the third round of Counselling of NEET PG 2025 in RDMC, Banda in MD (Physiology) Course on 06.03.2026. While the result for INI-CET Open Round was awaited, the petitioner provisionally took admission in RDMC on 07.02.2026 and completed the admission formalities by depositing his original documents and certificates.
9. The result for INI-CET Open Round Counselling conducted by AIIMS, New Delhi was declared on 21.02.2026 wherein the petitioner secured a seat in MD (Pharmacology) course in the respondent No. 2. However, his admission was denied on account of petitioner’s failure to deposit his original documents with the respondent No. 2.



10. The petitioner submitted his resignation *vide* email dated 21.02.2026 to RDMC to facilitate his move to AIIMS, Bhubaneswar and also physically visited respondent No. 5, wherein he was informed that no provision for “resignation” existed and therefore his resignation could not be accepted.
11. The petitioner physically reported to AIIMS, Bhubaneswar on 26.02.2026 i.e. before the deadline 28.02.2026 seeking provisional admission on the basis of undertaking. However, since the original academic documents were not returned to the petitioner by the respondent No. 5, the respondent No. 2 refused the admission in the absence of original documents. Consequently, the petitioner could not secure admission at respondent No. 2. Hence, the present writ petition has been filed.
12. This Court *vide* order dated 12.03.2026, granted interim protection to the petitioner regarding his seat with respondent No. 2.

SUBMISSIONS ON BEHALF OF THE PETITIONER

13. Mr. Sumeet Kapoor, learned counsel for the petitioner, states that the petitioner appeared for two admission processes being INI-CET and NEET PG. Having secured allotment in both the Counselling processes, the petitioner was put in a position where had no option to exit one admission process in order to join the other. He relies on the letter dated 23.02.2025 issued by the respondent No. 5 which stated that there is no option available for resignation from the allotted seat. The said letter reads as under:



Office of Principal: Rani Durgawati Medical College, ^{E-mail} **128**
Banda, U.P.

Email. ID. bandamedicalcollege@gmail.com Website www.gmcbanda.ac.in

Ref. No. RDMC Banda/2026/ 3060-6/

Date:-23.02.2026

To,

Assist. Director General (ME),
DGHS (Medical Examination Cell),
Nirman Bhawan, New Delhi

Subjects: Regarding the guidelines for resignation of the seat and return of original academic records of the candidate admitted through AIQ counselling of NEET PG 2025 in the 3rd round.

Sir,

This is to inform you that Dr. Abhishek Singh was allotted an MD (Physiology) seat at Rani Durgawati Medical College, Banda, in the 3rd round of NEET PG-2025 AIQ counselling. He has taken admission on dated 07.02.2026 in our institution.

He has submitted application for resignation from MD (Physiology) seat in our office dated on 23.02.2026. **(Original copy enclosed.)**

This is to inform you that currently, no option is available on the online portal for submission a seat resignation. Therefore resignation can't be accepted through online portal.

Therefore, you are requested to provide us the necessary guidance for candidate resignation.

Thanking you,

Enclosure: As above.

Principal
Rani Durgawati Medical College,
Banda
Dated:-

Ref. No. RDMC Banda/2026/

Copy to: Director General, Medical Education & Training, Jawahar Bhawan,
Lucknow

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Principal
Rani Durgawati Medical College,
Banda

14. He further states that equitable jurisdiction under Article 226 of the Constitution of India is not merely limited to correcting mistakes of the



state, it also extends to preventing injustices caused by systemic failures beyond petitioner's control. The Court under Article 226 of the COI must intervene where the application of rules in the specific circumstances results in an arbitrary and unjust outcome.

15. He further relies on ***Asha v. Pt. B.D. Sharma University of Health Sciences (2012) 7 SCC 389*** and states that a meritorious student cannot be denied admission due to circumstances beyond his control and no fault of his own. The acts of the petitioner such as resigning on the day of declaration of results, travelling to Bhubaneswar sending scanned documents and offering an undertaking demonstrates clear *bonafides* on part of the petitioner.
16. He emphasises on the core purpose of submitting the original documents i.e. verification of eligibility of a qualified candidate and to prevent fraud. In the facts of the present case, both the requirements were served without the physical production of the originals. The coloured scans of the original documents were sent by the petitioner on 27.02.2026 and the undertaking issued by RDMC having custody of the originals was also submitted to the AIIMS, Bhubaneswar. Further, in an independent letter dated 24.02.2026 RDMC confirmed the custody of the original documents. The same reads as under:



2026:DHC:4937



Office of Principal: Rani Durgawati Medical College, Banda, U.P.

Email. ID. bandamedicalcollege@gmail.com Website www.gmcbanda.ac.in

Ref. No. RDMC Banda/2026/ 9891

Date: 24.02.2026

To Whom It May Concern

This is to certify that **Dr. Abhishek Singh** S/O Mr. Ashok Kumar NEET PG-2025 Roll No. 25661115330, NEET PG AIQ Rank-142375 was allotted **MD (Physiology)** seat in **SC** Category at Rani Durgawati Medical College, Banda through NEET AIQ-2025 3rd round counseling. He has taken admission on 07 February, 2026 at the college.

Following original documents of **Dr. Abhishek Singh** have been deposited at the college-

1. 10th Mark sheet and Certificate.
2. 12th Mark sheet Intermediate.
3. Mark sheet of FMG.
4. Degree of FMG (Russian Version).
5. Degree of FMG (English Version).
6. FMG Screening test pass certificate.
7. Internship completion Certificate.
8. Attempt Certificate.
9. Bonafide Certificate.
10. Medical registration certificate of Tamilnadu Medical Council.
11. Caste Certificate.


Principal,
Rani Durgawati Medical College,
Banda



17. He also states that the forfeiture of Rs. 3 lakhs which was furnished as security deposit is arbitrary and unconscionable as the same is taken to deter the candidate from casually abandoning the confirmed seat. The petitioner never abandoned the seat, rather he immediately wrote representations and resigned.

SUBMISSIONS ON BEHALF OF THE RESPONDENT NOS. 1 AND 2

18. At the outset, Mr. Anand Varma, learned counsel for the respondent Nos. 1 and 2, states that no Cause of Action has arisen within the territorial jurisdiction of this Court. He states that only those facts constitute a Cause of Action which have a nexus to the *lis* involved in the case. He places reliance on ***Union of India &Ors. Adani Exports Ltd. &Anr., (2002) 1 SCC 567*** and ***Dr. Neha Chandra v. Union of India &Ors., W.P. (C) 13613/2024***.
19. He highlights that the respondent No. 2 is situated at Bhubaneswar, Odisha and the respondent No. 5 is situated at Banda, Tindwara, Uttar Pradesh. The main dispute in the present petition is that the petitioner is not allowed to take admission in the respondent No. 2 as the respondent No. 5 has not released the original documents within the stipulated time line. The petitioner is a resident of Mumbai, Maharashtra and the petitioner has no dispute with regards to the respondent No. 1, AIIMS, New Delhi.
20. It was submitted the petitioner has wrongly invoked the jurisdiction of this Court by alleging that Respondent No. 2/AIIMS, Bhubaneswar is a regional branch of Respondent No. 1/AIIMS, New Delhi. Rather, the respondent No. 2 is an autonomous institute established under the All



India Institute of Medical Sciences Act, 1956 and the AIIMS (Amendment) Act, 2012, and functions independently of the respondent No. 1. Consequently, any grievance pertaining to the respondent No. 2 cannot be attributed to the respondent No. 1. Thus, the present petition cannot lie within the territorial jurisdiction of this Court and is liable to be dismissed at the threshold due to lack of territorial jurisdiction.

21. He also states that the dispute and reliefs sought in the present petition, namely admission in respondent No. 2/AIIMS, Bhubaneswar and release of original documents from respondent No. 5/RDMC pertain exclusively to the respondent Nos. 2 and 5. The petitioner having confined the substantive reliefs to the aforesaid respondents, no substantive relief is claimed against the respondent No. 1 or qua the conduct of the INI-CET examination. The prayer seeking refund of the security deposit of Rs. 3 lakhs is merely ancillary to the principal relief of admission at the respondent No. 2 and that the said amount has been forfeited in terms of the notification dated 21.02.2026. Thus, the present writ petition is not maintainable.
22. He points out that the respondent No. 2 has acted in terms of the prospectus. Part A of the prospectus clearly notes that physical verification with reference to the original documents will be done at the time of reporting and candidature shall be subject to verification. Further Part B of the prospectus reiterates the same. Furthermore the result notification dated 21.02.2026 mentioned that the candidature shall be cancelled if the candidate fails to submit the required documents/certificates. Thus, the respondent No. 2 acted within the four corners of the prospectus. In this regard reliance is placed on **Varun**



Kumar Agarwal v. Union of India, 2011 SCC OnLine Del 1133.

**REPLY ON BEHALF OF THE PETITIONER ON THE
PRELIMINARY OBJECTION**

23. The learned counsel for the petitioner while replying to the preliminary objections raised by the learned counsel of the respondent Nos. 1 and 2, states that Article 226 (2) of the COI uses the words “*Wholly or in Part*” to define the territorial nexus required by the High Court to entertain the Writ Petition.
24. He further points out that the prospectus and the information brochure contain an unambiguous jurisdiction clause. This jurisdiction clause forms part of the Cause of Action under Article 226 of the COI.
25. Independent of the jurisdiction clause, the acts of respondent No. 1 including issuance of prospectus and offer letter, declaration of open round results, forfeiture of Rs. 3,00,000/- security deposit and issuance of email dated 05.03.2026 and the failure of the portal of the respondent No. 3 (based in Delhi), to provide an option of resignation, constitute Cause of Action, which confers jurisdiction on this Court.

ANALYSIS AND FINDINGS

26. I have heard the learned counsels for the parties and perused the documents on record.
27. This Court while exercising jurisdiction under Article 226 of the COI is vested with the obligation to protect the rights of individuals. The scope of judicial interference or judicial review in the academic matters is well settled by a catena of judgments by the Hon’ble Supreme Court and this Court. Even though the Court must exercise reluctance to interfere in the matters of education, the Court retains the power to scrutinise any



arbitrary decision. The Hon'ble Supreme Court in ***All India Shri Shivaji Memorial Society v. State of Maharashtra, (2025) 6 SCC 605*** has observed as under:

34. In other words, normally, courts should not interfere with the decisions taken by expert statutory bodies regarding academic matter: may it relate to qualification for admission of students or qualification required by teachers for appointment, salary, promotion, entitlement to a higher pay scale, etc. However, this does not mean that courts are deprived of their powers of judicial review. It only means that courts must be slow in interfering with the opinion of experts in regard to academic standards and powers of judicial review should only be exercised in cases where prescribed qualification or condition is against the law, arbitrary or involves interpretation of any principle of law [Also see: Medical Council of India v. Sarang [Medical Council of India v. Sarang, (2001) 8 SCC 427 : 5 SCEC 83]]. Consequently, where a candidate does not possess the minimum qualifications, prescribed by an expert body, for appointment or promotion to a particular post in an educational institution, such a candidate will not be entitled to get appointed or will be deprived of certain benefits, which is the case we have in hand.”

28. With this background in mind, I shall now deal with the preliminary objection of the respondent No. 1 and 2.
29. The expression ‘Cause of Action’ refers to a bundle of facts giving rise to



a legal claim. In order to determine whether the Cause of Action has arisen so as to confer jurisdiction upon a Court, in ***Mussummat Chand Kour v. Partab Singh, 1888 SCC OnLine PC 14***, Lord Watson elaborated as under:

“...Now the cause of action has no relation whatever to the defence which may be set up by the defendant, nor does it depend upon the character of the relief prayed for by the plaintiff. It refers entirely to the ground set forth in the plaint as the cause of action, or, in other words, to the media upon which the plaintiff asks the Court to arrive at a conclusion in his favour...”

30. The Hon’ble Supreme Court in ***Union of India v. Adani Exports Ltd., (2002) 1 SCC 567*** further emphasised that for a High Court to entertain a writ petition, the facts pleaded must constitute a cause to empower the Court to decide the controversy between the parties. The facts pleaded must have a reasonable nexus to the *lis* involved in the facts of the matter. The relevant paragraphs read as under:

“17. It is seen from the above that in order to confer jurisdiction on a High Court to entertain a writ petition or a special civil application as in this case, the High Court must be satisfied from the entire facts pleaded in support of the cause of action that those facts do constitute a cause so as to empower the court to decide a dispute which has, at least in part, arisen within its jurisdiction. It is clear from the above judgment that each and every fact pleaded by the respondents in their application does not ipso facto lead to



the conclusion that those facts give rise to a cause of action within the court's territorial jurisdiction unless those facts pleaded are such which have a nexus or relevance with the lis that is involved in the case. Facts which have no bearing with the lis or the dispute involved in the case, do not give rise to a cause of action so as to confer territorial jurisdiction on the court concerned. If we apply this principle then we see that none of the facts pleaded in para 16 of the petition, in our opinion, falls into the category of bundle of facts which would constitute a cause of action giving rise to a dispute which could confer territorial jurisdiction on the courts at Ahmedabad.

18. As we have noticed earlier, the fact that the respondents are carrying on the business of export and import or that they are receiving the export and import orders at Ahmedabad or that their documents and payments for exports and imports are sent/made at Ahmedabad, has no connection whatsoever with the dispute that is involved in the applications. Similarly, the fact that the credit of duty claimed in respect of exports that were made from Chennai were handled by the respondents from Ahmedabad have also no connection whatsoever with the actions of the appellants impugned in the application. The non-granting and denial of credit in the passbook having an ultimate effect, if any, on the business of the respondents at Ahmedabad would not also, in our opinion, give rise to any



such cause of action to a court at Ahmedabad to adjudicate on the actions complained against the appellants.”

31. In ***Sterling Agro Industries Ltd. v. Union of India***, (2011) 10 GSTR 20, it was held that even a miniscule Cause of Action shall confer jurisdiction upon the Court. Another aspect that was highlighted by the Constitution Bench of this Court, relevant in the present case is that the doctrine of forum conveniens should be scrutinised by the Court before entertaining the petition. The relevant concluding paragraph reads as under:

“35. In view of the aforesaid analysis, we are inclined to modify the findings and conclusions of the Full Bench in New India Assurance Co. Ltd. v. Union of India, AIR 2010 Delhi 43; [2011] 166 C-C 87 (Delhi) and proceed to state our conclusions in seriatim as follows :

(a) The finding recorded by the Full Bench that the sole cause of action emerges at the place or location where the Tribunal/appellate authority/revisional authority is situate and the said High Court (i.e., Delhi High Court) cannot decline to entertain the writ petition as that would amount to failure of the duty of the court cannot be accepted inasmuch as such a finding is totally based on the situs of the Tribunal/appellate authority/revisional authority totally ignoring the concept of forum conveniens.

(b) Even if a minuscule part of cause of action arises within the jurisdiction of this court, a writ petition would be maintainable before this court, however, the cause of action has to be understood as per the ratio laid down in the case



of Alchemist Ltd. v. State Bank of Sikkim (2007) 136 C-C 665; (2007) 11 SCC 335.

(c) An order of the appellate authority constitutes a part of cause of action to make the writ petition maintainable in the High Court within whose jurisdiction the appellate authority is situated. Yet, the same may not be the singular factor to compel the High Court to decide the matter on merits. The High Court may refuse to exercise its discretionary jurisdiction by invoking the doctrine of forum conveniens.

(d) The conclusion that where the appellate or revisional authority is located constitutes the place of forum conveniens as stated in absolute terms by the Full Bench is not correct as it will vary from case to case and depend upon the lis in question.

(e) The finding that the court may refuse to exercise jurisdiction under article 226 if only the jurisdiction is invoked in a mala fide manner is too restricted/constricted as the exercise of the power under article 226 being discretionary cannot be limited or restricted to the ground of mala fide alone.

(f) While entertaining a writ petition, the doctrine of forum conveniens and the nature of cause of action are required to be scrutinised by the High Court depending upon the factual matrix of each case in view of what has been stated in Ambica Industries v. CCE(2007) 213 ELT 323; [2009] 20



VST 1 (S.C.) and Union of India v. Adani Exports Ltd.(2002) 1 SCC 567.

(g) The conclusion of the earlier decision of the Full Bench in New India Assurance Co. Ltd. v. Union of India, AIR 2010 Delhi 43; (2011) 166 C-C 87 (Delhi) (page 115):

“... that since the original order merges into the appellate order, the place where the appellate authority is located is also forum conveniens” is not correct.

(h) Any decision of this court contrary to the conclusions enumerated hereinabove stands overruled.

(Emphasis Supplied)

32. Thus, it is a trite law that the facts which have no relation to the dispute in hand or the relief prayed for cannot be said to constitute Cause of Action.
33. To examine whether the Cause of Action in the present petition has arisen in the territorial jurisdiction of this Court, it is pertinent to refer to various Sections of the prospectus of INI-CET Examination showing the role of AIIMS, New Delhi. The various sections read as under:

“Section II: Administration

INI-CET is administered by the Examination Section, AIIMS New Delhi in consultation with nodal officers from all INIs. AIIMS, New Delhi is the sole authority for conduct of all aspects related to Combined Entrance Test such as application, conduct of exam, declaration of results, Seat Allocation as its responsibility is limited to these aspects of INI-CET only.

Admission/Seat allocation into any of the participating INI will be governed by the rules and regulation of respective Institute as



applicable and will be administered by the Head of Institutions of respective INIs (the details are mentioned in Part B of the Prospectus of INICET, January 2026). All disputes with regards to any matter referred to herein shall be subjected to the jurisdiction of Delhi Courts only.

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“Section V: Seats available for admission into postgraduate courses for January 2026 Session of various INIs

1. Seats available for all Indian Nationals (excluding sponsored & Foreign National seats)

A consolidated list of seats available for admission into postgraduate courses in participating INIs for January 2026 session of various INIs will be prepared and published by Examination section, AIIMS New Delhi on the basis of official information received from respective INIs. The INI-wise list received from various INIs shall be accessible from Seats Available Tab of the INI-CET portal. These lists are subjected to change as per the decision of respective INIs and shall be updated as per information received by the Examination Section, AIIMS, New Delhi. The list of seats available shall not be changed after the declaration of the results. The updated consolidated list of available postgraduate seats for seat allocation (INI-wise and speciality-wise) for January 2026 session shall be published before the declaration of results.

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“Section XIII: Legal and Disciplinary Action Legal and disciplinary action will be initiated by AIIMS, New Delhi against persons who are found to be guilty of misconduct for reasons mentioned below (including but not limited to)

....

4. submitting fabricated documents or documents which have been tampered with; or... ”

(emphasis supplied)

34. A perusal of the above sections of the prospectus sheds light upon the role of AIIMS, New Delhi. It was not only entrusted with the task of conducting the examination of INI-CET, wherein the petitioner secured a seat, but was also given the authority to initiate any legal or disciplinary actions in case the documents submitted by the candidates were forged or fabricated. Further the prospectus makes it crystal clear that AIIMS, New Delhi is the sole authority responsible for Seat Allocation among other things. To my mind, the issue in the present case pertains to seat allocation, and therefore the Cause of Action squarely falls within the territorial jurisdiction of this Court as the agency responsible for such seat allocation, i.e. AIIMS, New Delhi, is situated in Delhi.
35. One of the primary reliefs prayed for, among others, is to keep the allotted seat to the petitioner in the respondent No. 2 institute, vacant and grant him provisional admission on the seat allotted and the release of 3 lakhs security deposit paid by the petitioner. Hence, to adjudicate this prayer squarely, it shall be the Courts of Delhi that shall have jurisdiction. Therefore, there is no gainsaying that the Cause of Action arose in Delhi as the respondent No. 1 was entrusted with the task of



conducting the exam and allocating the seats is situated in Delhi namely the respondent No. 1.

36. The Information Brochure for open round seat allocation INI-CET PG has an exclusive jurisdiction clause being Clause No. 16 which confers jurisdiction on the High Court of Delhi to adjudicate the disputes with respect to examination and seat allocation. Further, Clause No. 12 of Part B of INI-CET Prospectus also confers jurisdiction on the High Court of Delhi to adjudicate ‘any dispute referred to herein’. Both the clauses read as under:

“16. All disputes pertaining to the conduct of the examination by AIIMS and seat allocation will be subject to the jurisdiction of High Court of Delhi only.”

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“12. General Information

a) If a candidate is at any stage found to have provided false information/certificate or is found to have withheld or concealed some information in his/her application form, he/she will be debarred from admission, his/her residency will be terminated with immediate effect.

b) If ineligibility is detected at any stage, candidature/admission of the candidate will be cancelled without any notice.

c) The decision of the Director of the Institute shall be final in the matter of selection of candidates for admission to various courses and no appeal will be entertained in this regard.



d) Selected candidates must join the course on the date stipulated in the letter of selection, failing which the selection/admission shall stand cancelled/withdrawn.

e) The selected candidates will have to submit the original Permanent Registration Certificate at the time of joining.

....

j) Any dispute in regard to any matter referred to herein shall be subject to the jurisdiction of High Court of Delhi only.”

(Emphasis Supplied)

37. Even though the exclusive jurisdiction clause in a prospectus is not binding upon a Court conferred with Writ Jurisdiction under Article 226 of the COI, the clauses in the prospectus and the information brochure also confer the jurisdiction upon the High Court of Delhi. What is material here is that the Clause Nos. 12 (d) and (e) read with Clause No. 12 (j) of the Part B of prospectus explicitly state that in case of cancellation of allotment the dispute shall be referred to the High Court of Delhi, as the exam conducting authority and the seat allocation authority is situated in Delhi. Further the word ‘herein’ has to be given wide interpretation so as to include any dispute with respect to allocation of seats and cannot be construed in a restrictive sense. The dispute raised by the petitioner herein is regarding cancelling of admission due to him being unable to submit the original documents including Permanent Registration Certificate. Additionally, Clause No. 16 also mandates that disputes *qua* seat allocation to be within the jurisdiction of High Court of Delhi. In view of the aforesaid clauses, squarely covering the disputes of



petitioner, the refusal by this Court to entertain the writ petition would be highly improper.

38. My attention has also been drawn to a letter dated 22.02.2026 wherein the respondent No. 5 itself admitted that there was no option available for seat resignation and requested DGHS at New Delhi for necessary guidance for the petitioner's resignation which further strengthens the argument of the petitioner that it was the respondent No. 1 who was responsible for conduct of exams and allocation of seats.
39. No doubt the petitioner was granted admission in respondent No. 5 at Uttar Pradesh and wants admission in the respondent No. 2 institute situated at Bhubaneswar but it is the respondent No.1 which is the nodal agency for conducting admissions and allotting seats which is situated at Delhi. Hence, I am of the view that this Court constitutes the appropriate forum conveniens.
40. I have given anxious consideration to the respondent's argument with respect to the maintainability of the petition, however I do not find myself aligning with the same.
41. The respondent No. 1 and 2 have placed reliance on ***Riddhima Singh v. CBSE, 2023 SCC OnLine Del 7168*** and more particularly on the following paragraphs reproduced below:

“5. Subsequent to the events of the First Writ Petition, the Appellant preferred the underlying writ petition seeking compensation from CBSE for alleged “intentional harassment, mental trauma of holding back the Petitioner in Class VII for two academic years in violation of RTE Act.” Without adjudicating on the merits of the matter, the Ld.



Single Judge vide the Impugned Judgment placed reliance on the binding dictum of this Court in Sterling Agro Industries Ltd. v. Union of India. and dismissed the writ petition on the grounds of non-conveniens, noting that the Appellant has attempted to found territorial jurisdiction in Delhi merely because CBSE is headquartered in Delhi.

6. Learned Counsel for the Appellant contends that the Ld. Single Judge erred in not considering that Clause 18.3.2 of the CBSE Affiliation Bye-Laws explicitly states that the legal jurisdiction for suits filed against the CBSE shall be the Union Territory of Delhi. Learned Counsel submits that the grievance caused to the Appellant is due to the actions of CBSE in not conducting Grade VIII examinations within an appropriate period of time and therefore, as the cause of action arose in the Union Territory of Delhi, the appropriate forum for adjudication of the matter is this Court.

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12. The principle emerging from Shruti Udaipur (supra) is squarely applicable to the facts of the present case. In essence, the basis of the Appellant's claim for compensation is the loss of an academic year due a delay in examinations for Grade VIII. As the responsibility for conducting the examinations fell on the Respondent School, it is plain that the most vital part of the cause of action arose in Uttar Pradesh, where the Respondent School is located.



Moreover, it must also be noted that the Appellant is a resident of Uttar Pradesh. Therefore, on a holistic examination of these circumstances, as the Appellant has failed to produce any material establishing that the grievance caused to her is directly attributable to the actions of the CBSE, we cannot but conclude that this Court is not the appropriate forum for adjudication of this matter.”

42. The judgment of ***Riddhima Singh (Supra)*** is distinguishable on facts. The petitioner in the said judgment, claimed compensation for the loss of academic year due to delay in class VIII Examination. The relief was against the respondent school as the responsibility to conduct the examination was also upon the respondent school. Therefore, CBSE had no role in the relief claimed. The most vital part of Cause of Action arose in Uttar Pradesh. The Court also noted that the appellant failed to produce any material to establish that the grievance caused is directly attributable to the actions of CBSE. Therefore, the Court held that the exclusive jurisdiction Clause of Delhi will not grant the Courts in Delhi the territorial jurisdiction to adjudicate the matter. In the present case, the respondent No. 1 has a substantial role and the relief prayed against the respondent No. 2 is also substantial and not ancillary. This Court in ***W.P. (C) 6512/2026*** titled ***Aarnav Shandilya v. Union of India & Ors.*** has already held that existence of nodal agency responsible to conduct the examination, is sufficient to give this Court the territorial jurisdiction to try the matter. The relevant paragraph reads as under:

“16. As per Clause No. 8 of Information Brochure, it is JAB



which prima facie seems to be organising body of the JEE (Advance) Examination. The same is situated in Delhi and thus, this Court will have the jurisdiction.”

43. Ms. Rudy, learned counsel, also points out the order of this Court passed in ***Dr. Azhar Ali Sheikh v. Union of India and Ors., W.P.(C) 4914/2026*** dated 15.04.2026 and in ***Dolly v. National Medical Commission and Ors, W.P.(C) 3083/2026*** dated 17.03.2026 wherein this Court held that it does not have jurisdiction. Both the judgments are with respect to NEET PG and is peculiar to their own facts. In ***Dr.Azhar Ali Sheikh (Supra)*** the colleges allotted were in Rajasthan and Uttar Pradesh. MCC was only facilitating the process through its portal and had no active role in the same. Further, ***Dolly (Supra)*** is also distinguishable on the same premise that MCC was only a facilitating body which had just provided its portal to facilitate the exam and has no active role in conducting the exam. The petitioner therein has sought a seat in UP through UP NEET PG Counselling, which is a State Counselling Process. In the present case the issue is with regard to seat allocation for which respondent No. 1 (situated as Delhi) is responsible.
44. Having held that this Court has jurisdiction to try the dispute at hand, I shall now move on to the relief prayed by the petitioner.
45. It is demonstrated from the facts above that immediately upon securing the admission with respondent No. 2, the petitioner took a prompt step to resign from the respondent No. 5 institute. This reflects the *bonafide* on behalf of the petitioner to secure his original documents. However, despite his efforts the documents remained in the custody of the respondent No. 5 which made it impossible for the petitioner to produce



the originals before the respondent No. 2 within the timeline stipulated. This inability cannot be construed as a negligence or the lack of intent on part of the petitioner rather it is a systemic failure on part of authorities concerned.

46. The petitioner in the present case, is a meritorious student who has, through substantial academic effort, hard work and merit based competition, secured a seat in respondent No. 2 Institute. Admittedly, once the petitioner has secured admission, there existed no mechanism which enabled the petitioner to formally resign from the seat allotted at respondent No. 5. The same is also evident from the letter dated 23.02.2026 reproduced above. The petitioner has secured the allotment of seat in respondent No. 2 on merit and cannot be denied admission for non-supply of documents which are under the respondent No. 5's possession. Therefore, denial of admission to the petitioner solely on account of non-production of documents which remained withheld by respondent No. 5 would amount to penalising the petitioner for no fault attributable to him.
47. The argument of the respondent No. 1 and 2 that the admission was denied in strict compliance of the prospectus does not cut much ice. A meritorious candidate cannot be made to suffer owing to systemic and administrative deficiencies operating within the admission framework. The rigidity of procedural requirements cannot be permitted to defeat substantive justice, particularly where the eligibility and *bona fides* of the candidate are otherwise undisputed. Rule and regulation are handmaid of justice and cannot come in the way of Court granting substantive relief who is not only meritorious and has secured admission in a fair



transparent and competitive manner.

48. It is also to be noted that the petitioner does not seek exemption from verification, rather, the petitioner's case arises out of failure on part of the respondent No. 5 to release the original documents in its custody which made it physically impossible for the petitioner to produce them for verification. Thus, the petitioner cannot be faulted for the circumstances arising out of administrative vacuum and procedural inflexibility on part of respondent No. 5 and other authorities concerned.
49. Reliance placed on ***Varun Kumar Agarwal (Supra)*** also does not help the case of the respondents. Relying on the said judgment the respondents argue that respondent No. 2 has correctly rejected the candidature of the petitioner as the submission of original documents was condition precedent and was so clearly mentioned in the prospectus. The judgment of ***Varun Kumar Agarwal (Supra)*** was predicated on the fact that AIIMS had expanded the zone of consideration of students by changing the contents of prospectus midway after the publication of the results. In the present case, even though the prospectus lays down the requirement that physical verification of the documents is necessary, the inability to do so on part of the petitioner was due to the failure of the respondent No. 5 to release the documents and the systemic failure which did not give option to the petitioner to resign. The broader purpose of such physical verification was to verify the identity of the petitioner. The same was fulfilled by the coloured scans of the documents and the undertaking that the documents were in possession of RDMC which was further fortified by the independent letter of RDMC to DHGS. The prospectus cannot be read rigidly so as to debar a meritorious candidate especially when the



larger purpose of the condition prescribed has been fulfilled.

50. The respondent No. 5 has been served as per the affidavit of service. Despite service, there is nobody appearing on behalf of the respondent No. 5.

CONCLUSION

51. In view of the above discussion, the petition is allowed and the respondent No. 5 is directed to release the documents in its possession within 1 week from the uploading of this order. The respondent No. 1 and 2 are further directed to accept the documents from the petitioner and if found in order, grant admission to the petitioner in MD (Pharmacology) course in the respondent No. 2.

MAY 29th, 2026/(MU)

JASMEET SINGH, J.