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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

\+ W.P.(C) 614/2020

DR. G. CHAUDHURI .....Petitioner

Through: Mr. Anuj Chauhan and Mr. Shivam Bakshi, Advocates.

versus

INDIRA GANDHI NATIONAL OPEN UNIVERSITY AND ANR. .....Respondents

Through: Mr. Aly Mirza, Advocate for IGNOU.

CORAM:
HON'BLE MR. JUSTICE SANJEEV NARULA

O R D E R

% **11.02.2026**

1. The present petition constitutes the second round of litigation initiated at the instance of the Petitioner. On an earlier occasion, the Petitioner had approached this Court seeking restoration of medical cover under the Family Health Card issued to him on 18th June, 2012, reimbursement of medical expenses, payment of Leave Travel Concession[1]/foreign travel bills, and release of salary for the month of February, 2012. That writ petition was disposed of by this Court on 5th December, 2017, to the following effect:

> *"1. In this petition, restoration of medical cover in terms Family Health Card issued on 18th June, 2012 and reimbursement of medical bills as well as Foreign Travel Bill/LTC and release of salary for the month of February, 2012, is sought by petitioner.*
>
> *2. In the counter-affidavit filed by respondent-University, the stand taken is that petitioner's medical health card was inadvertently issued and that petitioner is not entitled to reimbursement of medical bills. It is asserted*

[1] "LTC"

that petitioner had irregularly drawn an advance of Rs. 2 lakhs and so, he is not entitled to reimbursement of foreign travel bill and release of salary for the month of February, 2012.

3. Learned counsel for petitioner submits that petitioner was not put to any notice prior to withdrawal of the medical health card issued to him and so, petitioner is entitled to the relief sought in this petition. Learned counsel for petitioner further submits that petitioner's past service should be counted as his pension was deducted by respondent-University while fixing his pay and so, petitioner is entitled to the benefits claimed in this petition.

4. Since the factum of adjustment of petitioner's pension does not find specific mention in this petition, therefore, it is deemed appropriate to dispose of this petition with liberty' to petitioner to file a concise representation before respondent No.2 within four weeks from today.

5. Learned counsel for respondents assures that upon receiving such a Representation, it would be sympathetically dealt with in light of the available records and in case the relief sought by petitioner is not granted, then the reasons for not doing so, would be indicated in the order dehors the stand taken in the counter-affidavit herein.

6. In view of the stand taken as aforesaid, this petition is disposed of with permission to petitioner to file a concise Representation within four weeks from today. Upon receiving such a Representation, respondent shall pass a speaking order within a period of six weeks and its fate be made known to petitioner within two weeks thereafter, so that petitioner may avail of the remedies as available in law, if need be.

7. Copy of this order be given dasti to both the sides."

2. In compliance with the aforesaid directions, the Petitioner submitted his representation. The same was considered by the Respondents and rejected by communication dated 22nd May, 2018. By the said communication, the Respondents dealt with the Petitioner's claims point-wise. The relevant portion of the impugned communication reads as follows:

"With reference to your representation regarding settlement of retirement dues, extension of medical facilities and payment of- LTC in the light of decision 0"fHon'ble High Court of Delhi, SP(C) 8921/2014 the point-wise reply is as under:

Point 1 to 3 - Submissio by Prof. G. Chaudhuri and no comments required by the University.

Point 4 to 5: Prof G.Chaudhuri has served in IGNOU less than 5 years (6.8.2010 to 29.2.2012) and therefore not eligible for medical *reimbursement as per IGNOU* norms. The Health Card after his retirement was issued to him inadvertently as per the practice followed in other retired cases in IGNOU.*

The Board of Management BOM) of IGNOU has approved its 66th meeting held on 7,6.2000 the recommendations of Administrative Reforms Commiittee (ARC) that the scope of the scheme may be enlarged by Covering the retired employees and their dependent family members. As per ARC, the retired employees may be defined as an employee including a person employed on tenure basis, who has completed 5 years of service in the university and retired from the university (copy enclosed).

Point 7. As already detailed above the Health Card was issued to him inadvertently, after re4irement, although Prof. Chaudhuri was not eligible for any kind of post retirement medical benefits.

Point 8,9. Submission by Prof. G. Chaudhuri and no comments required by the University.

Point 10. Dr. G. Chaudhuri. Ex-Professor, SOFL had taken an advance of Rs.2,00,000/- from the Budget of School of Foreign Language for visit to China. He had submitted the bills against advance of Rs.2 lacs out which, bills for Rs.24070/- were allowed for adjustment and the remaining amount of Rs. 1,75,930/- has to be refunded by him against his advance of Rs. 2 lacs to IGNOU. Once the entire amount is refunded by him, the salary of February, 2012 will be released to him as per IGNOUR rules.

Point 11 & 12. While approving the request for advance of Rs.2 lacs to Dr. G.Chaudhuri from School Budget on 19.5.2011, the VC had specifically mentioned "As per Rules only, approved'

With reference to his TA bills/vouchers, the University has examined and approved the expenditure of Rs.24,070/- only to be adjusted and the outstanding balance remains Rs. 1,75,930/- which has not been refunded by Dr.G.Chaudhuri to IGNOU till date. The same is required to be refunded by him.

Point 13: Prof. G.Chaudhuri joined IGNOU as Professor on reemployment basis on 6.8.2010. He was already a pensioner in his previous organization therefore, his services rendered in IGNOU only was considered for his eligibility for medical reimbursement as per IGNOU norms.

In support of his claim towards his surrendering the CGHS card, no such evidence is available in IGNOU records.

Point 14. The bills submitted by Dr. G.Chaudhuri were examined as per IGNOU rules and amount of Rs.24070/- was approved for adjustment. Out of an advance of Rs.2,00,000/-. Because of Rs. 175930/- has to be refunded by D.G.Chaudhuri to IGNOU as on date.

Point 15, 16. As per F&A Division, the total LTC payment sanctioned to Prof. G.Chaudhuri was Rs.94044/- out of which Rs.76400/- was adjusted against his LTC advance and rest amount of Rs. 17644/- was paid to him vide Cheque No. 113793 on 26.07.2013 in the event of non-receipt of Rs. 17644/- by Prof. G.Choudhuri, he may give an undertaking to the University that he has yet not received the payment of Rs. 17644/- in his Bank account. In such a situation, University will pay him the aforesaid amount immediately if he has not received the same so far.
In view of the above:-
(a&b) : As per IGNOU norms due to less period of service rendered by Prof. G.Choudhuri in IGNOUR, the medical cover after leaving IGNOUR was not granted to him and subsequently the bill submitted by him were returned without processing. Since Prof. Chaudhuri has not fulfilled the minimum service criteria of five years in IGNOU, his request for medical cover/'reimbursement of bills after leaving IGNOUR cannot be acceded to, hence the bill submitted by him returned un passed to him.
(c&d): Since Prof. Chaudhuri is supposed to refund an amount of Rs. 1,75,930/- which is still unadjusted towards advance amount of Rs.2,00,000/- to his China visit taken by Dr. G.Chaudhuri, his salary for the month of February, 2012 will be released as per IGNOUR norms on receipt of unadjusted amount from him.
(e) Same as Point No. 15.
(f) It is informed that Dr. G. Choudhuri has to pay a balance amount of Rs. 175930/- out: of advance of Rs.2,00,000/- taken by him for his China visit. Which is long pending and attracts penal interest thereupon.
This is issued with the approval of the Vice-Chancellor."

3. Aggrieved by the rejection of his representation, the Petitioner has once again approached this Court seeking the following reliefs:

"a) Set aside the order dated 22.05.2018 whereby the representation of the petitioner was rejected;
b) direct the Respondents to pay the salary for the month of February, 2012;
c) direct the Respondents to settle the bill relating to the China visit and release the amount due and payable to the petitioner;
d) direct the officials to reimburse the LTC availed by the Petitioner in 2011 -12;
e) direct the respondent to pay the interest @18% on all the aforesaid

amounts illegally withheld by the University;
f) award the cost of the present petition"

4. A perusal of the impugned communication demonstrates that the representation, and the response thereto, give rise to several disputed questions of fact, particularly in relation to the Petitioner's eligibility under the medical scheme, adjustment of advances, admissibility of expenditure, and reconciliation of accounts. The controversy turns upon disputed questions of facts, which require examination of records, scrutiny of vouchers, and determination of liability, and cannot be undertaken in exercise of this Court's writ jurisdiction.

5. For instance, the dispute pertaining to the Petitioner's visit to China, centres around the advance of INR 2,00,000/- sanctioned from the budget of the School of Foreign Languages. According to the Respondents, upon scrutiny of the bills and vouchers submitted by the Petitioner, only an amount of INR 24,070/- was found admissible for adjustment, and the remaining sum of INR 1,75,930/- continues to be outstanding and recoverable. The withholding of the Petitioner's salary for February, 2012 is stated to be consequential to the outstanding unadjusted advance. The Petitioner, on the other hand, disputes the scrutiny, the disallowance of the expenditure, and the withholding of his salary for the said month. These assertions give rise to disputed questions of fact pertaining to accounting, scrutiny of bills, and adjustment of advances, which cannot be adjudicated in exercise of writ jurisdiction under Article 226 of the Constitution of India.

6. With respect to the LTC claim, the Respondents, in the impugned communication, have furnished a detailed breakup of the sanctioned amount, adjustment of advance, and issuance of cheque for the balance sum of Rs.

17,644/-. They have further stated that in the event the Petitioner has not received the said amount, he may furnish an undertaking to that effect, upon which the matter would be examined and payment effected, if found due. In such circumstances, this Court finds no basis to issue a direction to reimburse the Petitioner's LTC for 2011-12. The Petitioner can nevertheless adopt the suggested course of action.

7. Insofar as the claim for post-retirement medical benefits is concerned, the Respondents have relied on the University norms requiring a minimum of five years' service for entitlement to such benefits. It is not in dispute that the Petitioner served the University from 6th August, 2010 to 29th February, 2012, *i.e.*, for a period of less than five years. The Petitioner, however, contends that a Health Card had been issued to him and that he had allegedly surrendered benefits under the Central Government Health Scheme[2] on the assurance of the University. However, no documentary material has been placed on record to substantiate either the alleged requirement of surrender of CGHS benefits or any assurance extended by the University in that regard. Further, the Respondents have categorically stated that the Health Card was issued inadvertently and not in accordance with the approved eligibility criteria.

8. On a pointed query from this Court as to whether the Petitioner had, during the relevant period, availed any benefit under the CGHS, counsel for the Petitioner was unable to provide clear instructions. In the absence of cogent material demonstrating either surrender of CGHS benefits or a binding promise by the Respondents to extend medical cover contrary to the prescribed norms, no enforceable right can be said to have accrued in favour

of the Petitioner.

9. In view of the foregoing, this Court is of the opinion that the grievances raised by the Petitioner, particularly in relation to adjustment of advances and reimbursement of expenditure, involve contested questions of facts. Such disputes are not amenable to adjudication in writ proceedings, especially in the face of a reasoned order passed by the Respondents.

10. Accordingly, this Court finds no infirmity in the communication dated 22nd May, 2018 warranting interference under Article 226 of the Constitution of India. The writ petition is, therefore, dismissed. It is, however, clarified that the Petitioner shall be at liberty to avail appropriate civil remedies, if so advised, in respect of the alleged accounting disputes with respect to his visit to China or LTC entitlement, in accordance with law.

11. Disposed of.

SANJEEV NARULA, J

FEBRUARY 11, 2026/*hc*

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[2] "CGHS"