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

+ **W.P.(C) 7388/2015**

MAITREYEE RAI

.....Petitioner

Through: Mr. Mahipal Singh Rajput and Mr.
Yogendra Tripathi, Advs.

versus

UNIVERSITY OF DELHI & ORS.

.....Respondents

Through: Mr. Mohinder JS Rupal, Mr. Hardik
Rupal, Mr. Aishwarya Malhotra and
Mr. Tripta Sharma, Advs.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

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07.05.2026

1. This is a writ petition filed under Article 226 of the Constitution of India seeking the following prayers :-

“To issue writ, order or directions in the nature of mandamus, certiorari or order thereby holding the condition of Surety Bond (Annexure P-2) mandating the student to undertake to agree to condition of keeping all the certificates and degrees in the custody of the respondent No. 2 &3 till the payment of surety bond is made and the condition as provided in clause 9.9 (iii) and (iv) of Bulletin of information (Annexure P-3) providing for furnishing Surety Bond of Rs. 5.0 lacs as well as the impugned letters No. FDMS/247/PG/Adm. (counseling)/010/ 2015/7920 dated 08/06/2015 and letter No. FIV1DC/247/PG/ Adm.



(counseling)/10/2015/7993 dated 2nd June, 2015 to be null and void and be quashed with further direction to the respondents to permit the petitioner to join Post Graduate Medical Course in Gynecology and Obstetrics in MAMC, Delhi as the same is necessary in the interest and furtherance of justice.

Award cost of this Writ Petition in favour of the petitioners and against the respondents.”

2. The facts are that the petitioner completed her MBBS from Lady Harding Medical College, New Delhi. Thereafter, the petitioner applied for admission to postgraduate degree/diploma in Delhi University in March, 2015.
3. The petitioner through counseling was allotted a post graduate medical diploma in Gynecologist and Obstetrics, DGO in MAMC, Delhi but was required to-
 - a) Deposit original documents and
 - b) Give a surety bond of Rs. 5 lakhs.
4. The petitioner was not agreeable to the submission of her original certificates and thus wrote numerous letters informing the respondent that the said condition could not be imposed. The respondent did not agree to the same and the petitioner was not allowed to join the PG Course in MAMC.
5. From the aforesaid facts, it is clear that the petitioner neither deposited the originals nor the surety bond nor availed of the seat allotted to her.
6. Mr. Rajput, learned counsel for the petitioner, very fairly states that the only prayer is regarding quashing of the letter dated 04.07.2015, wherein



the respondent has sought the petitioner to pay Rs. 5 lakhs to the respondent.

7. Mr. Rupal, learned standing counsel for the respondent draws my attention to paragraph 5 of the sur rejoinder which reads as under:-

“5. The present Writ Petition has become infructuous as of now since the duration of the said course is over and the Petitioner did not join the same after fulfilling the condition provided for in the Bulletin of Information.”

8. In view of the aforesaid, it is clear that the respondents are not seeking recovery of Rs. 5 lakhs from the petitioner. The respondent No. 2 till date have not initiated any action against the petitioner for seeking recovery of Rs. 5 lakhs.

9. For the said reasons, the petition has become infructuous and is accordingly disposed of.

10. The questions of law raised in the petition are left open to be adjudicated in appropriate proceedings.

JASMEET SINGH, J

MAY 7, 2026/NG