

(2011) 06 DEL CK 0035

In the Delhi High Court

Case No : Writ Petition (C) No. 2508 of 2011 and W.P. (C) No. 2796 of 2011

Muveen Kumar and Others (Dr.)

APPELLANT

Vs

Guru Gobind Singh Indraprastha University and Others

RESPONDENT

Date of Decision : 03-06-2011

Acts Referred:

Constitution of India, 1950 — Article 226

Citation : (2011) 8 AD 247

Hon'ble Judges : Kailash Gambhir, J

Bench : Single Bench

Advocate : S.D. Salwan and Mr. Neeraj Chaudhary, for the Appellant; Amit Kumar, Ashish Kumar, Jawahar Narang, Advocates for respondent-MCI, Dr. M.P. Raju, P. George Giri, K.K. Mishra, Advocates for respondent No. 4 in W.P. (C) No. 2508/2011, Mr. Ashish Kumar Srivastava for Mr. Jatan Singh, CGSC for respondent-UOI in W.P. (C) No. 2508/2011, Mr. P. Mahapatra and Ms. Rajdipa Behura, Advocates for Respondent No. 2-UOI in W.P. (C) No. 2796/ 2011, for the Respondent

Final Decision : Dismissed

Judgement

Kailash Gambhir, J.—By this petition filed under Article 226 of the Constitution of India, the petitioners seek direction to direct the respondent No. 1 to accept the examination result of the petitioners and on their merit offer the petitioner in WPC No. 2508/11 Post Graduation Course of MD in Medicine and the petitioner in WPC No. 2796/11 Post Graduation Course of MD in Gynecology for the academic year 2011-2012.

2. Adumbrated facts of the two petitions are:

WPC No 2508/11

The petitioner herein appeared for the Post Graduate Medical Entrance Examination in 2010, however the question paper being erroneous, writ petitions were filed before this court where re-test was ordered and thereafter counseling was conducted and the petitioner was offered MS ENT, which was not a stream of

his choice but however he took provisional admission under protest. After taking admission, the petitioner preferred a writ petition bearing WPC No. 4283/2010 before this court alleging discrimination that the candidates belonging to reserved category but not possessing the relevant documents were given preference over the petitioner who belongs to the general category, which vide order dated 31.8.2010 was dismissed, and the said order was challenged by the petitioner in the LPA 802/2010 during the pendency of which the petitioner withdrew his admission from the said course and was returned his original documents vide order dated 10.1.2011. On a subsequent application filed by the petitioner, the court vide order dated 15.2.11 held that the bond money of Rs. 3 lac be not recovered from the petitioner. Thereafter the petitioner appeared in the entrance test for the next academic session of 2011-2012 where he got the 28th rank and on appearing for counseling, the respondent No. 1 refused to grant admission on the ground that the petitioner had taken admission in the previous year. Feeling Aggrieved with the said act of the respondent No. 1, the petitioner has preferred the present petition.

WPC No. 2796/11

The petitioner herein had also appeared for the Post Graduate Medical Entrance Examination in the year 2010 and had got admission in M[f](Pathology) which was not a stream of her choice and thus had withdrawn her admission on paying the bond money of Rs. 3 lac and again appeared in the entrance examination for the 2011 session wherein her rank was 47. Thereafter on appearing for counseling, she was refused admission by the respondents on the ground that she had already taken admission in the previous year and hence is debarred from taking admission in the present year. Feeling aggrieved with the same, the petitioner has preferred the present petition.

3. Arguing for the petitioners, Mr. S.D. Salwan, learned counsel submitted that there is no embargo as per the Admission Brochure, Medical Council of India Rules or any other law to deny admission to the petitioner in the following year after the petitioners had surrendered their seats in the previous year. Counsel also submitted that the only penalty provided in the said admission brochure is that if such a candidate surrenders his/her seat then he/she will have to forfeit the bond amount of Rs. 3 lacs and which the petitioner in the writ petition No. 2796/2011 had forfeited while in the other petition bearing No. W.P.(C) No. 2508/2011 the respondent-University had agreed not to forfeit the bond amount. Counsel also submitted that no undertaking in the format (Annexure-I) was obtained from the petitioners and in view of non-submission of the said undertaking by these petitioners, the embargo laid down in clause 6.2.4 would not operate against the petitioners and therefore, there was no bar on the petitioners to appear in the next year after having surrendered their seats in the previous year. Referring to clause 6.2.4 of the Admission Brochure, the counsel submitted that the said clause only envisages that the candidates who are already admitted to any post graduate medical degree or diploma course as on

the date of the counseling, will not be eligible for admission. The contention of the counsel for the petitioners was that as regards these petitioners, none of them were admitted in any of the post graduate medical degree or diploma course as on the date of the counseling because of the fact that they had surrendered their seats in the previous, year, therefore, this clause 6.2.4 would not come in the way of the respondent to deny admission to the petitioners. Mr. S.D. Salwan further submitted that Dr. Nidhi, petitioner in W.P.(C) No. 2796/2011, joined the course on 31.05.2010 and surrendered the seat on 29.06.2010, while Dr. Muveen, petitioner in W.P.(C) No. 2508/2011 joined the course on 31.05.2010 and he remained with R.M.L. Hospital till August, 2010, where after he stopped working and then ultimately he surrendered the said seat on 10.01.2011.

4. Mr. Mukul Talwar, learned counsel for the respondent University on the other hand submitted that although there is no specific clause in the brochure requiring the candidate to furnish an undertaking but the undertaking itself is a part of the brochure as Annexure-1 and reference to the same undertaking has been made in the format of surety bond as Annexure-3. Counsel further submitted that the said surety bond was admittedly signed by these petitioners and therefore, the petitioners cannot raise the plea that they were not bound by the terms of the said undertaking. Counsel further submitted that even in a case where the candidate has not executed an undertaking but still the same would be binding upon him as it would be deemed to be an oral undertaking given by the candidate after the candidate has executed the surety bond. Mr. Talwar also submitted that simply because the original documents were returned to these petitioners that would not mean that they could not be debarred in terms of the undertaking which puts a bar on a candidate not to seek admission for the duration of the course.

5. Mr. Amit Kumar, learned counsel appearing for the respondent-MCI submitted that the deterrent factors of forfeiture of the bond money, retention of original documents and depriving the student to appear in the same course during the duration of the said course were introduced to achieve the main objective that the seat should not go waste. Counsel also submitted that this mechanism is in place as it serves a larger public interest.

6. Dr. M.P. Raju, learned counsel appearing for the respondent No. 4 in W.P.(C) No. 2508/ 2011 submitted that the entire scheme is indeed in the larger public interest with the aim that the precious seat in the PG course should not go waste. Counsel also submitted that pursuant to the directions given by the Hon"ble Division Bench on the application of the petitioner in WPC No. 2508/11, the bond money was ordered to be released in his favour and the original documents were returned to him, but that would not mean that the petitioner would become entitled to appear in the said course during the duration of the said course. Counsel also submitted that even if there was any lapse on the part of the University in releasing the bond money or in returning the original

documents to the petitioner against the terms of the brochure, then the same should not deprive the respondent to pursue his study as he has already started appearing in the said course.

7. I have heard learned counsel for the parties at considerable length and given my serious thoughts to the pleas raised by them.

8. Both the petitioners before this Court had participated in the counseling held in last year for academic session 2010-2011 wherein the petitioner in WPC No. 2508/11 was offered a seat for the Post Graduate Medical Course in the stream of ENT while the petitioner in the WPC No. 2796/11 was offered a seat for the said course in the field of Pathology. Both these petitioners were not satisfied with the said subjects offered to them and, therefore, both of them withdrew from their respective admissions. The petitioner in WPC No. 2508/ 11 had Resigned from the said course on 10.1.2011 and the original documents submitted by him were returned to him pursuant to the directions given by the Hon"ble Division Bench of this Court without insisting the petitioner to deposit the bond amount of Rs. 3 lacs. The other petitioner in WPC No. 2796/11 had resigned on 29.6.2010 and the respondent-University had encashed the bond amount of Rs. 3 lacs deposited by her. After having resigned from their seats, both these petitioners had appeared in the entrance examination to seek admission for the post graduate degree/diploma course in Guru Gobind Singh University for the next academic year i.e 2011-12 and both these petitioners were given necessary admit cards by the University to appear in the said examination. A total of 119 students had appeared in the said examination for the academic year 2011-12 and out of the same, 102 students were declared successful. The petitioner in WPC No. 2508/11 was ranked at 28 in the merit list, while the petitioner in WPC No 2796/11 was ranked 47 in the merit list. Both these petitioners had participated in the counseling which was scheduled for 15.04.2011 and as per the rank of the petitioner in WPC No. 2508/11 he would have got the stream of his choice i.e. Medicine, the stream according to his said rank, while the petitioner in the WPC No. 2796/11 would have got a seat in the stream of Gynecology, according to her position in the merit list. However, to the utter shock of both these petitioners, they were declined admission as they were found ineligible to appear in the said examination or to participate in the counseling on account of the fact that they had surrendered their respective seats after the admission in the academic session 2010-2011 and, therefore, could not have appeared in any such examination before completion of duration of the course.

9. Mr. S.D. Salwan, learned counsel appearing for both the petitioners vehemently argued that there is no clause in the Admission Brochure of the respondent-University which can put any embargo on the right of the petitioners to appear in the said examination for the academic year 2011-12 after having surrendered their respective seats in which they were admitted in the last year. Counsel also contended that both these petitioners did not furnish any

undertaking as per the proforma Annexure A-1 attached with the said Admission Brochure and, therefore, the rigour of said undertaking could not have been invoked by the University against these petitioners. Counsel also took a stand that the restriction placed by the respondent-University on the right of the petitioners in the form of declaration does not flow from any of the clauses contained in the brochure and, therefore, unless filling of such undertaking flows from any substantive clause of the main brochure, no restriction can be placed on the right of the petitioners to deprive them in their subsequent entrance test after having surrendered their seats in the previous year. Counsel for the petitioners also took a stand that as on the date of the counseling for the year 2011-12, the petitioners were not admitted to any post graduate medical degree/diploma course and, therefore, they were fully eligible to seek admission for the academic year 2011-12 in terms of clause 6.2.4 of the Admission Brochure of the University.

10. Before I deal with the rival contentions raised by counsel for the petitioners, I deem it appropriate to reproduce the relevant clauses of the said Admission Brochure as under:

6.2.4 Candidates who are already admitted to any Post Graduate Medical-Degree/Diploma Course in any University/Institution as on the date of counseling will not be eligible for admission. Candidate will be required to give an undertaking in the proforma as per Annexure-I.

... 9. Submission of Application Form

9.1 The Application Form, complete in all respects in the sealed printed envelope given along with Admission Brochure-IV, should be submitted by hand at the University counter or it may be sent by Registered/Speed Post so as to reach the Controller of Examinations, Administrative Block, Guru Gobind Singh Indraprastha University, Kashmere Gate, Delhi - 110 403 latest by 4.00 p.m. of 26th March, 2010.

Note

After the last date is over, Application Form sent through Registered/Speed Post/Courier or by any other means will not be accepted, irrespective of the date of dispatch of the form by the applicant. Therefore, candidates are advised to submit their applications at the earliest, instead of waiting for the last date.

... 14. Counselling For Admission

14.4 (iii) At the time of reporting for the counseling session, the candidate shall produce the original certificates and one set of photocopies thereof duly attested by a Gazetted Officer or from Principal of School/College last attended. If the candidate is granted admission, the original and attested photocopies of the documents will be retained by the University. The original documents will be sent to the respective institution and will be retained by them till the completion of course.

15. Withdrawal Of Admission After First Counselling And Refund of Fee

(i) The candidates after getting admission in first counseling will be allowed to withdraw the admissions upto 5.00 p.m of 10.05.2010. All the requests for withdrawal of admission in the prescribed proforma (Appendix-II) are to be submitted at the Reception Counter, Academic branch, Room No. 108, Administrative Block, Guru Gobind Singh Indraprastha University, Kashmere Gate, Delhi 110403. A proper receipt for withdrawal will be issued. The candidates will be required to surrender the original Admission Slip issued at the time of Counselling/Admission (BOTH COPIES) while applying for withdrawal of admission. No request for withdrawal of admission would be entertained without both copies of admission slip.

20. Bond

20.1 A bond of Rs.3.0 lacs on a non judicial stamp paper with two sureties will have to be submitted by the each candidate at the time of Counselling in the prescribed format as per Annexure in.

20.2 the Bond Money of Rs. 3.0 lacs shall be paid by the student to the Institution under the following circumstances:

(i) If the student does not join the course at the allotted institution on or before the stipulated date.

(ii) If the student leaves the course before its completion.

(iii) If the admission/registration of the student is cancelled/terminated by the University on account of unsatisfactory performance/misconduct/indiscipline.

20.3 Such students who withdraw their admission by due date i.e. 10.05.2010, in the manner as laid down in para 14.0 above, then the Bond submitted by. them during first counseling shall be treated as null and void.

20.4 The Original Certificates of the student would be kept in the custody of the admitting institution and would be returned only after completion of the course or on payment of Bond money, as the case may be.

Besides the above clauses, two important Annexures attached with the said brochure are declaration to be furnished by the candidate and the surety bond to be executed by the candidate. The said formats are also reproduced is under:

Annexure-I

DECLARATION BY THE CANDIDATE

a. I, _____ (name) son/daughter of Smt _____ and shri _____ resident of _____ hereby, solemnly and sincerely affirm that the statement made and information furnished by me in the application form is true and correct. I have not concealed any information. If any information furnished, herein, is found fraudulent, incorrect or untrue, I understand that I am liable to criminal prosecution, and I

also agree to forego my seat in Post Graduate Medical Degree/Diploma course. Further I am liable to be punished by the University and the selection and admission to the course is liable to be cancelled. I agree to abide by the Rules and Regulations governing the Examination as contained in the Admission Brochure-IV.

b. In case, I fail to join the course offered to me and accepted by me within the prescribed date, my selection/registration to the said course be treated as cancelled.

c. I undertake that in the event of my admission to any Degree/Diploma course I will not apply for or accept admission to any course in any University/ Institution till I complete the course to which I am admitted on the basis of this application. I further undertake that in the event of my resigning the course concerned to which I am admitted, I will not appear in the next and subsequent Entrance Tests, till the duration of the course concerned is over.

d. I undertake that in the event of my selection for a Post Graduate Medical Degree/Diploma Course, I shall deposit all my original certificates along with a Surety Bond of Rs.3.0 lacs. In the event of (i) my not joining the course at the allotted institution on or before the stipulated date (ii) leaving the course before its completion and (iii) cancellation/termination of my admission/registration by the University on account of unsatisfactory performance/conduct/discipline, I will deposit a sum of Rs 3.0 lacs in the institution where I am enrolled to redeem my original certificates.

e. I agree to undergo the said course on full-time basis and shall not engage myself in practice or any part-time/full-time job during the period of the course and if I do so, my name may be removed from the rolls of University.

f. I am aware that the University can remove my name from its rolls in case my work is not reported satisfactory by my Supervisor/Head of the Institution.

g. On admission, I shall submit myself to the disciplinary jurisdiction of the Vice Chancellor and the several Ordinances, the rules and regulations that have been framed by the University from time to time.

Signature of Candidate_____Name Dr./Ms./Mr._____ Address for communication_____

Dated_____

Place_____

Employer's Certificate Form (For Candidates Who Are In Service)

I am forwarding, herewith, the application for admission to the Post Graduate Medical Degree/Diploma -courses in respect of Dr./ Mr./ms. _____ who is a full-time employee in this organization w.e.f. and has been working as_____(Please give designation) and his/her emoluments, including D.A., CCA and H.R.A etc.

and are Rs ____ If he/she is selected by the University for admission, he/she will be relieved to join the above course as a full time/, regular student in the institution assigned to him/her by the stipulated date of joining the course concerned.

Note: The relieving certificates will also be sent to the University before the candidate joins the course concerned by the stipulated date.

Dated. ____

Place ____

Signature of the Officer

Name ____

Designation ____

Official Seal

Annexure III

SURETY BOND

In pursuance of my undertaking given on ____ (date) this Surety

Bond, hereafter the bond, is executed at Delhi on this ____ (date &

month) day of ____ (year) by Ms./Mr./Dr. ____ son/

daughter of Smt. ____ and Sh. ____ hereafter the student, admitted in ____ (name of the course), hereafter the course at ____ (name of the institution) hereafter the institution, in favour of Registrar, Guru Gobind Singh Indraprastha University and the Principal/Dean/Director of ____ (Name of the institution).

Whereas, the student has applied and has been admitted in the course, a Post Graduate course, being conducted by the Guru Gobind Singh Indraprastha University, Delhi.

Whereas on the basis of the merit, the student was offered various course(s) at various institution(s) available at the time of his/her counseling and he/she has voluntarily opted for the course at the ____ (name of the institution) and he/she admitted in the course at the institution with the understanding and subject to the undertaking that the student shall undergo the course on full-time and regular basis and shall maintain the required standard of performance and shall not indulge in indiscipline/ misconduct.

The student has, therefore, agreed to be loyal to pay a sum of Rs 3.0 lacs (Rupee Three Lacs only) to the institution under any of the following circumstances:-

A. If the student does not join the course at the allotted institution on or before the stipulated date.

B. If the student leaves the course before it is completion.

C. If the admission/registration of the student is cancelled/terminated by the University on account of unsatisfactory performance/misconduct/indiscipline.

Whereas the student undertakes that till the entire surety amount Rs 3.0 lacs (Rupees Three lacs only) is paid, the institution and/or the Guru Gobind Singh Indraprastha University shall have the right to retain the original certificates of the student.

Whereas I have requested Ms./ Mr.____ son/daughter of Smt. ____and Sh. ____resident of Ms./Mr. ____son/daughter of Smt.____ and Sh. ____resident of ____ to stand as sureties severally and jointly for me for the payment of the said amount.

Signature of the Student

Name_____

Date_____

Place_____

As would be seen from the above guidelines laid down by the University in their brochure, the University has given every bit of information under the following heads:-

(i) Details of the courses

(ii) Eligibility

(iii) Criteria

(iv) Essential qualifications

(v) The manner of submission of application forms

(vi) Selection procedure

(vii) Counseling for admission etc.

11. In the present case, this Court is primarily concerned with the interpretation of clause 6.2.4 and also as to whether the University can decline admission to any student from appearing in the entrance examination in the ensuing year after such a student had withdrawn from admission in the previous year after forfeiting the bond money of Rs. 3 lacs. Clause 6.2.4 quite explicitly states that the candidates, who had been already admitted to any post graduate medical course in any of the University/institution as on the date of the counseling, will not be eligible for admission. It is not the case of the petitioners that they were not admitted to any post graduate medical course in the previous year. This admission referred to in clause 6.2.4 of the Admission Brochure cannot be interpreted as sought to be interpreted by the counsel for the petitioners that

such an admission" should subsist on the date of the counseling itself. If such an interpretation is accepted then the same would defeat the very objective and spirit of the said clause which is to discourage the students to surrender their seat in the mid-stream and if they want any change then they will have to wait for the duration of the course to be completed. I am quite in agreement with the counsel for the respondent-University and counsel for the respondent No. 4 that the entire scheme of putting such an embargo is in the larger public interest so that the precious seat in the PG medical course does not go waste.

12. Despite scores of lucrative career options available to the students today, be it in the field of law, management, engineering etc. the longing to seek admission in the field of medical science has not diminished and in fact is ever escalating. Post graduate course is the next step after a student gets the MBBS degree and there is an insane competition to seek admission in the post graduate medical courses. Undeniably, many of the students do not get admission in their preferred streams and, therefore, they are left to opt for one or the other stream unwillingly on account of their rank/position in the merit list. Preference is the monopoly of those who are in the cartel of high rank holders in the merit list, while others have to make compromises with no option left with them except to try their luck by competing again in the following year. If any student feels that he is not able to get the stream of his choice then this decision must be taken by him/her before seeking admission in the course or in the alternative if taken admission, to at least withdraw from the admission well within the timeframe of withdrawal laid down by the University in the Admission Brochure. Once having not withdrawn from the admission before the dead line stipulated in the Admission Brochure, then the student cannot escape from the recited consequences, which as per the said brochure are forfeiture of the amount of the bond money in terms of clause 20 and a clear prohibition to appear in the subsequent entrance test till the duration of the course concerned is over in terms of undertaking/ declaration. This restriction as placed in the undertaking read with clause 6.2.4 no doubt looks harsh as it debars a student not to appear in any entrance test for the entire duration of the course, but the said restriction cannot be viewed in isolation, as through this restriction a greater objective in the larger public interest is being achieved i.e. to see that the precious medical seat does not go waste. It cannot be lost sight of the fact that substantial public funds are spent by the Government/Municipal hospitals for every such seat in a professional course and squandering of any seat not only deprives and defeats the valuable right of the student next standing in the queue but also results into large public money spent by the institution in the creation of such a seat going down the drain. Viewed from prism of larger public interest, such a restriction placed on a student cannot be considered as unreasonable, that too when a student is fully conscious and well versed with the consequences that he would entail of seeking admission in the stream of course assigned to him in the counseling as per his rank in the merit list and then withdrawing from the same as it is not the stream he wishes to specialize in. In a country whose doctors are

asset of the entire Medical profession all over the world, each and every seat is to be treated like a treasure and cannot in any circumstance be allowed to be abandoned, marring not only the fate of the next deserving and righteous candidate but also plundering of the public funds invested in the seat.

13. The Hon'ble Apex Court in the case of Mabel Vs. State of Haryana and Others, , while interpreting the clause in the information brochure depriving a student to seek admission in the course for all times to come, took a view that such a bar will cease to operate after the duration of the course of his stream comes to an end and while taking this view the Court held that such a clause in the brochure is in public interest, otherwise it will result in the wastage of the seat in the course and further such a change would deprive another eligible candidate from seeking admission to other courses. Relevant para of the said judgment is reproduced as under:

5. A plain reading of the aforementioned clause shows that a candidate who was already admitted in a medical or dental college would be ineligible for admission in the other course. The said clause at times will operate harshly as in the case of the petitioner but it is meant to ensure that a candidate who has already secured admission should not abandon the studies after the commencement of that course to seek admission in another course which is in public interest, for otherwise it would result in the wastage of the seat in the course in which he has taken admission, and further, such a change would deprive another eligible candidate from seeking admission to the other course. Obviously, the intention of the authority concerned in framing clause 18 appears to be to ensure that a candidate who has already secured admission with his free will in any course (MBBS or BDS) should complete that course and should not change his mind in midstream. It, therefore, follows that the bar is intended to be operative during the period of the course in which a candidate has taken admission. After completing that course or in the event of abandoning the course (MBBS/BDS) and not studying for the normal period (4/5 years, as the case may be) the candidate would become eligible after the end of such period of the course to seek admission in the course of his -choice provided other conditions of admission are satisfied. In other words, the bar under clause 18 in this case will cease after the BDS course for the academic year 2000-01, in which the petitioner has taken admission comes to an end after 5 years. In the light of the above observations the petitioner will be free to seek admission in the course of her choice after the end of the BDS course which commenced in 2000-01.

Although in the above cited case of Mabel's case (supra), the Apex Court was dealing with a clause existing in the brochure which puts a bar on the student to appear for admission in the said course and in the present matter the bar comes through a " declaration/undertaking which was not even executed by both the petitioners. Clause 6.2.4 puts an obligation on the student to give an undertaking in the proforma as per Annexure A-1 which clearly states that the "candidate will be required to give an undertaking". There is thus no escape for a candidate as it

is imperative, rather incumbent upon each and every student to furnish such an undertaking in terms of the format attached with the brochure, and simply because the student has failed to execute the undertaking or the same was not insisted upon by the University would not place him in any advantageous position. Clause 9 of the brochure clearly envisages that the application should be complete in all respects and non-filing of such an undertaking by a student would be clearly in violation of clause 9.1 of the brochure, as such a form will be an incomplete form. Further, reference to such an undertaking in the surety bond is also manifest of the fact that the undertaking has to be executed at the time of submission of the application form, while the bond has to be executed at the time of counseling. The language of the proforma of the surety bond starts with "In pursuance of my undertaking given on (date) this surety bond, hereafter the bond, is executed at Delhi on this_____ (date and month) day of.... ". It would be thus seen that execution of an undertaking is a pre-requisite for the submission of the application form. Since both the petitioners took admission in their respective post graduate degree/ diploma courses and had also executed surety bonds and, therefore, they can be deemed to have executed the said undertakings as per the proforma attached with the brochure and in the absence of the same they could not have taken the said admission in their respective courses. Laxity on the part of the respondent-University in not insisting upon the petitioners to submit the said undertakings will not help the case of the petitioners as it was a duty cast upon the students to execute such an undertaking seeking admission in the P.G. course.

14. Having said so, this Court is of the view that on a conjoint reading of clause 6.2.4 and the aid undertaking and also the fact that the petitioners were duly admitted in their said respective courses of P.G. degree/diploma, therefore, clearly they were not entitled to appear in the entrance examination for the P.G. degree/diploma course for the academic year 2011-12 and, therefore, these petitioners were rightly denied the admission by the University at the stage of their participation in the counseling.

15. The contention of counsel for the petitioner in W.P.(C) No. 2508/2011 that he was forced to take admission in ENT stream and his admission was provisional or he had withdrawn from the said provisional admission during the pendency of the LPA with liberty to take fresh examination or he was returned the original documents without the respondent insisting upon encashing the amount covered under the surety bond would not help the case of the petitioner, as nowhere the respondent-University took a stand that the petitioner would be permitted to appear in the next entrance test in complete violation and derogation of the scheme laid down in the Admission Brochure of the University. Similarly, the petitioner in W.P.(C) No. 2796/2011 also cannot be placed in any advantageous position simply because she had paid the bond amount of Rs. 3 lacs. The only benefit that can be taken by paying the bond amount is that such a student will be returned the original documents, otherwise as per clause 20.4 the respondent-University has every right to retain the original documents as well till the

completion of the entire course.

16. In the light of the aforesaid discussion, I do not find any merit in the present petitions and the same are hereby dismissed.

17. In view of the dismissal of the present petitions, the interim order dated 25.4.2011 shall become inoperative.