2026:AHC:88283-DB

AFR

HIGH COURT OF JUDICATURE AT ALLAHABAD

WRIT - C No. - 13082 of 2026

Astha

.....Petitioner(s)

Versus

State Of U.P. And 3 Others

.....Respondent(s)

Counsel for Petitioner(s)	:	Dheeraj Singh
Counsel for Respondent(s)	:	C.S.C.

Court No. - 29

HON'BLE ARINDAM SINHA, J.
HON'BLE SATYA VEER SINGH, J.

(Per Arindam Sinha, J.)

1. Petitioner has challenged forfeiture of 50% of tuition fee deposited. She underwent counseling for admission in course study to obtain graduation degree. She had initially obtained admission in respondent no. 3 (a private college). Subsequently, on offer from a more preferred college, she put in her resignation on 25th October, 2025. 50% of her tuition fee was also forfeited. She contends, forfeiting of security is only permissible.

2. Mr. Dheeraj Singh, learned advocate appearing on behalf of petitioner files supplementary affidavit of date. Referring to disclosure at page-17 he submits, online choice filling was extended from 17th October, 2025 to 27th October, 2025. This was on 3rd round of counseling. His client's resignation having been on 25th October, 2025, two days prior to expiry of time for online choice filling, his client's resignation was good. The tuition money withheld be directed to be refunded.

3. Mr. S.C. Upadhyay, learned advocate, Standing Counsel, appears on behalf of State. Mrs. Akansha Sharma, learned advocate appears on behalf of respondent no. 2 (Directorate General of Medical Education & Training) and submits, the admission rules provide for forfeiture. She

relies on chapter-VII in the admission rules. Relied upon clause is reproduced below.

> "निजी क्षेत्र के मेडिकल कालेजों/डेण्टल कालेजों हेतु प्रदेश की तृतीय चक्र की काउंसिलिंग समाप्त होने के पश्चात किसी भी अभ्यर्थी को सीट रिक्त करने की अनुमति नहीं होगी, फिर भी यदि अभ्यर्थी स्ट्रे वैकेन्सी राउण्ड के च्वाईस फिलिंग से दो दिन पूर्व अपनी सीट से त्याग-पत्र देता है, तो अभ्यर्थी द्वारा जमा की गयी सम्पूर्ण धरोहर धनराशि जब्त कर ली जायेगी साथ ही उसके द्वारा तत्समय जमा किये गये शिक्षण शुल्क का 50 प्रतिशत जब्त कर लिया जायेगा।"

4. She demonstrates from the supplementary affidavit that online choice filling was initially upto 13th October, 2025, having commenced from 11th October, 2025. This was notified on 30th September, 2025. By subsequent notification dated 8th October, 2025, resignation cut off date was provided as 9th October, 2025, i.e., two days prior to commencement date for online choice filling. She further demonstrates, by notification dated 10th October, 2025 cut off date for online choice filling was extended upto 17th October, 2025, taking commencement date 14th October, 2025. Again, date of resignation was accordingly extended on notification dated 10th October, 2025 upto 12th October, 2025, i.e., two days prior to extended commencement date of 14th October, 2025.

5. She submits, there was further extension by notification dated 14th October, 2025, whereby online choice filling was extended upto 24th October, 2025 taking commencement date as 17th October, 2025. Correspondingly, by notification dated 14th October, 2025 cut off date was extended upto 15th October, 2025, again two days prior to the extended commencement date. According to her, it follows that when last extension was made on 24th October, 2025, extending date of online choice filling till 27th October, 2025 commencing 17th October, 2025, resignation could only be upto 15th October, 2025, i.e., two days prior to the lastly extended commencement date 17th October, 2025. The resignation having come in on 25th October, 2025, it was out of time. There was good forfeiture.

6. Mr. Singh relies on view taken by a learned single Judge on **judgment dated 25th January, 2024** in **Writ-C no. 6606 of 2023 (Shivangi Sharma vs. State of U.P.)**. He relies on pareagraph-10, reproduced

below.

> *"10. In the considered opinion of this Court, although it has been couched in mandatory terms that at the time of resignation from allotment made in first counseling, reasons thereof and annexing of certificate pertaining to allotment in the second counselling has been made but in view of the beneficial provision pertaining to refund of fees, such a mandatory condition can be read down to be directory in nature particularly in case where the student subsequently also indicates allotment of a seat in the second counselling and indicates reasons for forsaking the allotment made in the first counselling. The reason for reading down aforesaid condition although couched in mandatory terms, is quite evident that fees is deposited as a consideration for studies imparted by a College. In case a student resigns from the allotment made in the first counselling itself, clearly no studies have been imparted to such a student and therefore permitting such a College to retain fees deposited by a student would in fact amount to unjust enrichment. It is the opinion of this Court, that fees deposited by a student is as a quid pro quo for studies imparted to such student. This is more so, as in the present case where subsequent rounds of counselling including mop up rounds of counselling have taken place."*

Mrs. Sharma relies on paragaph-16 of the judgment to submit, there was found substantial compliance with GO dated 21st October, 2022 for treating petitioner's case as under paragraph-7 (a) therein. In the present case clear cut off date was 15th October, 2025 but petitioner's resignation came much later on 25th October, 2025. The judgment does not apply to petitioner's case.

7. It will appear from paragraph-9 in **Shivangi Sharma** (supra), the learned single Judge found that paragraph-7 (a) permitted a candidate to resign from the college allotted in the first counseling subject to she being allotted a medical college in the second counseling but such fact is required to be indicated specifically in the resignation letter by annexing a certificate regarding allotment made in the second counseling. Paragraph-9 is reproduced below.

> *"9. A perusal of aforesaid provisions makes it evident that **there is provision for refund of fees in case a student participates in the***

> ***counselling in the first round*** *but subsequently forsakes the seat which has been allotted. While paragraph 7(a) states that such resignation from the College allotted in the first counselling is permissible* ***subject to a student being allocated a Medical College in the second counselling but such a fact is required to be indicated specifically in the resignation letter*** *and by annexing a certificate regarding his allotment made in the second counselling."*
>
> *(emphasis supplied)*

In that case the candidate had not indicated she had obtained admission in the subsequent round of counseling, in her resignation letter, contended by her to be dated 13th November, 2022, while opposite party no. 2 had said, the resignation letter was dated 17th November, 2022. This is because, the candidate had got subsequent allotment on 26th November, 2022. In the circumstances, the learned single Judge found substantial compliance with paragraph-7 (a) of the GO, to read down the mandatory requirement of mentioning the college on subsequent admission. In this case it is simply a clear cut off date for tendering/submitting resignation to surrender the allotment. Petitioner has demonstration of sequence of events as given above, showing that her resignation came 10 days after the extended cut off date, thus making her vulnerable to the forfeiture.

8. There is distinction between facts in **Shivangi Sharma** (supra) and present case. Nevertheless, we are of view that the process of allotment and admission is on information disseminated prior to several rounds of counseling, with object of meritorious students getting admission in their preferred colleges as also, the available seats are all filled up. Hence, several rounds of counseling and extensions of time lines. There should not ordinarily be interference with aforesaid object, where there are many candidates. A seat surrendered beyond cut off date exposes it to go vacant. Forfeiture is, therefore, a deterrent. The academic administration is dealing with the situation on the parameters formulated by them. It has worked well without challenge thereto. Nevertheless, with regard to view taken in **Shivangi Sharma** (supra) we direct that respondent no. 2 will inquire in respect of the seat surrendered by petitioner, to ascertain whether it went vacant. In event the enquiry reveals that the seat was

filled up pursuant to the surrender, there be refund of forfeited tuition fee, to petitioner.

9. The writ petition is disposed of as above.

(Arindam Sinha,J.)

(Satya Veer Singh,J.)

April 21, 2026
Shiraz

Digitally signed by :-
SHIRAZ ALI
High Court of Judicature at Allahabad