



2026:AHC-LKO:63993-DB

A.F.R.

**HIGH COURT OF JUDICATURE AT ALLAHABAD
LUCKNOW
WRIT - C No. - 9594 of 2026**

Dr. Aparupa Sen Gupta

.....Petitioner(s)

Versus

State Of U.P. Thru. Addl. Chief Secy. Deptt. Of Medical
Education Anubhag 4 Lko. And 3 Others

.....Respondent(s)

Counsel for Petitioner(s)	: Amit Jaiswal Ojus Law, Ambrish Singh Yadav
Counsel for Respondent(s)	: C.S.C., Shubham Tripathi

Court No. - 3

**HON'BLE SHEKHAR B. SARAF, J.
HON'BLE ABDHESH KUMAR CHAUDHARY, J.**

1. Shri Syed Mohammad Haider Rizvi, Advocate has put in appearance on behalf of the respondent nos. 2 and 3 by filing his 'Vakalatnama' in Court today, which is taken on record.

2. Heard Shri Ambrish Singh Yadav and Shri Aditya Singh, learned counsel appearing on behalf of the petitioner, Ms. Deepshikha, learned Chief Standing Counsel for the State-respondent(s), Shri Syed Mohammad Haider Rizvi, learned counsel appearing for the respondents no.2 and 3 as well as Shri Shubham Tripathi, learned counsel appearing for respondent no.4 and perused the material available on record.

3. This is a writ petition under Article 226 of the Constitution of India, wherein the writ petitioner has sought for the following substantial relief (s):-

"(i) Issue a writ, order, or direction in the nature of certiorari quashing the impugned office order dated 12.08.2026 issued by the opposite party no.2 and 3, contained as Annexure No.1 to this writ petition;

(ii) Issue a writ, order, or direction, in the nature of mandamus, commanding respondent No. 1, 2 and 3 for release of Compulsory Government Service Bond and return the original documents of the petitioner.

OR in alternate,

Issue a writ, order, or direction in the nature of mandamus, commanding the respondent No. 1, 2 and 3 to appoint the petitioner in an NMC-recognized Government Medical College/recognized teaching medical institution, or in such post/institution where the service rendered by the petitioner shall be counted as valid experience for future teaching faculty eligibility.

(iii) Issue a writ, order, or direction, in the nature of mandamus, commanding the respondents to consider the period of ad-hoc posting on the post of Senior Resident, starting from 01.05.2026, till the proper appointment would be provided by respondent nos. 1, 2 and 3, shall be counted and adjusted in the tenure of 2-year compulsory government bond service.

(iv) Issue a writ, order, or direction, in the nature of mandamus, commanding the respondents to decide the petitioner's representation, if any, by a reasoned and speaking order within a time-bound period, after granting opportunity of hearing to the petitioner."

4. It emerges from the material on record that the petitioner completed her MBBS course in the year 2018 from Bundelkhand University, Jhansi, and thereafter qualified in the NEET-PG 2021 examination and secured admission to the Post-Graduation course, i.e. M.D. (Transfusion Medicine), at Sanjay Gandhi Postgraduate Institute of Medical Sciences (hereinafter referred to as "SGPGI"), Lucknow, for the Session 2021-2022. The said course was for three years' duration and accordingly was to be completed in the year 2025. As per the norms applicable for admission to a Medical PG course in a government college, the petitioner was required to execute a Compulsory Government Service Bond as a condition precedent to her admission to the said course at SGPGI, Lucknow.

5. There is no dispute regarding the execution of the said Service Bond by the petitioner on 02.06.2022, whereby she undertook to serve under the Government Medical Service for a period of two years after completion of the aforesaid M.D. course. Invariably, the said Bond also stipulated that the Government was required to provide the petitioner with Government Medical Service within a period of three months from the date of successful completion of the P.G. course or else it was to be discharged. It further provided that, in the event, if the petitioner failed to make herself available for the

aforesaid obligation of serving for a period of two years, she would be liable to pay an amount of Rs. 40 lakhs to the Government. Accordingly, a first lien over all the certificates furnished by the candidate at the time of admission was also created by virtue of the said Bond.

6. The petitioner successfully completed the M.D. (Transfusion Medicine) course in the year 2025 from SGPGI, Lucknow and was also slated to serve in terms of the Government Service Bond. However, it emerges from the record that the petitioner was selected for the Course of Post-Doctoral Certificate Course (PDCC) in the same institute, i.e. SGPGI, Lucknow, and, accordingly, she applied for a "No Objection Certificate" from the Government to pursue her post-doctoral course. It is evident from the record that the NOC for pursuing the said course was issued to the petitioner on 01.05.2025, pursuant to which she took admission in SGPGI for a period of one year.

7. It is the case of the petitioner that, when she was at the verge of completion of her PDCC course, she submitted a letter dated 21.04.2026 requesting the respondent/DGME to conduct counselling for allotment of a seat for rendering the mandatory two years' Bond Service. However, there was no response from the authority concerned. Accordingly, in the meantime, when the petitioner successfully completed her PDCC course from SGPGI, Lucknow, on 01.05.2026, she again requested the Respondent/DGME to conduct counselling for allotment of a seat for complying with the mandatory two-year Government Bond Service, so as to prevent any service gap in her employment.

8. Further, the petitioner has also relied upon a letter dated 18.05.2026 issued by SGPGI to the DGME, Lucknow, apprising the authority about the status of the petitioner, having completed her one-year PDCC course from the said institute and that she was available for the forthcoming counselling for Service Bond.

9. The petitioner has also relied on a letter dated 23.06.2026 issued by SGPGI, whereby the tenure of appointment of the petitioner was extended as Short-Term Senior Resident (Hospital Services) in the Department of Transfusion Medicine for a period of 89 days, i.e. w.e.f. 02.05.2026 to 29.07.2026, so that there was no break in the service.

10. It has been contended by the petitioner that she successfully completed the short-term tenure at SGPGI for 89 days and, since the impugned office order dated 12.08.2026 has been issued transferring the petitioner from SGPGI, Lucknow to Kalyan Singh Super Specialty Cancer Institute (KSSSCI), Lucknow, beyond the period of three months, after completion of her course and she being available throughout this period, it must be construed that the mandatory Compulsory Government Service Bond executed by the petitioner stands discharged in terms of the said Bond Agreement.

11. An alternative prayer has also been sought in the nature of a writ of Mandamus, directing the respondents to conduct counselling for the appointment of the petitioner in an NMC-recognized Government Medical College/recognized teaching medical institution, so that she may serve the Compulsory Government Service Bond and further consider the period of undergoing PDCC course as well as the ad-hoc posting on the post of Senior Resident at SGPGI to be counted and adjusted in the tenure of two-year compulsory government bond services.

12. Learned counsel appearing for the petitioner has vehemently submitted that, since the petitioner was neither offered nor appointed within the mandatory period of three months, as required under the Bond Agreement for candidates admitted to the M.D. course for the Session 2021, the said Bond stands discharged. As such, it was not mandatory for the petitioner to serve the Government for a period of two years nor to pay a sum of Rs. 40 lacs, as it is clearly borne out from the Bond Agreement itself that, in case the Government fails to provide or seek her services within a period of three months from the date of successful completion of the M.D. course, the Bond shall stand released and discharged.

13. The learned counsel, highlighting the date of completion of the PDCC course on 01.05.2026 and the letter of SGPGI extending a short-term Senior Residency for 89 days from 02.05.2026 to 29.07.2026, has submitted that it is apparent from the records that the petitioner was neither provided nor requisitioned for serving under the said Government Bond within the mandatory period of three months. The petitioner has further submitted that it was apparent from the records that the petitioner is presently working as Senior Resident at SGPGI, Lucknow, and has been posted as Senior Resident at Kalyan Singh Super Specialty Cancer Institute, Lucknow,

in order to comply with the Compulsory Government Service Bond for a period of two years, vide order dated 12.08.2026, i.e., almost after 104 days, the petitioner is entitled for the default benefit and she cannot be directed to serve under the Government Bond, as the Bond stands satisfied and/or discharged. Thus, it has been submitted that the impugned office order dated 12.08.2026 relating to her appointment at KSSSCI, Lucknow may be quashed and the petitioner may be released from the Compulsory Government Service Bond, and all her original documents may be returned, in the interest of justice. In that regard, the learned counsel has relied upon a Division Bench Judgment of the High Court of Madhya Pradesh, passed in Writ Petition No. 13445 of 2018 (**Dr. Rahul Mittal vs. State of Madhya Pradesh and others**), reported in **2022 SCC OnLine M.P. 5432**, to buttress his argument that the period of three months provided under the Bond for the Government to provide and request for a service was mandatory in nature and was required to be followed strictly in all circumstances. He has also relied upon a Single Bench Judgment of the High Court of Chhattisgarh, rendered in **Nitin Kumar Singh and others vs. State of Chhattisgarh and others**, reported in **2026 SCC OnLine Chh 12322**; for the same purpose in support of his submission/contention.

14. The next leg of the argument advanced by the learned counsel for the petitioner is that, in any event, in terms of the Government Order of 07.03.2018 issued by the State Government of Uttar Pradesh and the Government Order dated 08.07.2025 issued by the Office of the Director General, Medical Education and Training, Uttar Pradesh, Lucknow, there is a requirement of mandatory counselling for allotment of a seat for performing the mandatory Government Service Bond.

15. Highlighting the facts and circumstances of the present case, the learned counsel for the petitioner has also submitted that, admittedly, no counselling has been conducted insofar as the petitioner is concerned. According to the learned Counsel, the counselling for service Bond issued on 01.06.2026 was meant merely for counselling of NEET-PG-2022 (MD/MS) and NEET-2023(Diploma) candidates and not for NEET-PG-2021 candidates like her. According to the learned counsel, the impugned order dated 12.08.2026 itself states, in so many words, that the petitioner, along with other persons, has been allotted a seat for serving the bond on the ground that they had

either not registered themselves for online counselling or had not filled in their choice. Thus, he submits that, in the absence of any mandatory counselling, the impugned order is bad in law. He further submits that, if this Court is of the view that the petitioner is required to serve the Compulsory Government Service Bond, she may be allotted a seat only after counselling in any NMC-recognized Government Medical College/recognized teaching medical institution as per the prevalent Government order.

16. The last leg of argument is relating to adjustment of the period already undergone by the petitioner in the compulsory Government service Bond. According to the learned counsel for the petitioner, the petitioner should be given the concession of the duration of PDCC course already undertaken by her at SGPGI, Lucknow from the compulsory two years. Further, he has also submitted that the period of service rendered by the petitioner at SGPGI, Lucknow, which was arranged for a stop-gap arrangement as the DGME did not come forward to avail her service for performing the mandatory two-years terms of compulsory service under the Bond, may be also adequately adjusted from the total period of two years as there had been no fault on the part of the petitioner in making herself available for the Bond service.

17. On the other hand, Shri Syed Mohammad Haider Rizvi, learned counsel appearing for respondents Nos. 2 and 3, has vehemently opposed the prayers of the petitioner. He has relied on the terms of the NOC letter dated 01.05.2026 relating to the grant of a 'No Objection Certificate' to the petitioner for applying/participating in the counselling for the PDCC Course.

18. Learned counsel appearing for the respondents, referring to the said letter, has submitted that the said NOC was specifically granted to the petitioner subject to the condition that, if she was selected for the said course, then, after completing the course, she would immediately submit her joining report to the office of the DGME and would be placed as a Senior Resident only against such vacant seat as may remain available at that time, after the candidates of the NEET-PG 2022 batch had been placed under the Compulsory Government Service Bond.

19. He has further submitted that, insofar as the period of the said PDCC Course is concerned, the said NOC clearly clarified that the

said period was not to be counted towards the Compulsory Government Service Bond and that the original academic records of the candidate concerned were to be returned only after completion of the Compulsory Government Service Bond. Therefore, it is his submission that since the petitioner was allotted a seat after the counselling of the NEET-PG 2022 batch was over and was allotted such vacant seat as remained available after the said counselling, no interference is required in that regard by this Court.

20. As far as the compulsory nature of the bond is concerned, he has fairly submitted that a huge amount has been spent on the petitioner for the Post Graduate course and that there is a dearth of doctors in hospitals. It was for this very objective that the PG course was offered in Government medical colleges to only those students, who as a condition precedent for such admission agreed to perform the compulsory government service after completion of the said PG course. The learned counsel has submitted that PG course was offered at a concessional rate and the concept of compulsory Government service under the bond was incorporated for these very reasons. He further submits that, insofar as the compulsory service under the bond is concerned, the issue stands settled by the Hon'ble Supreme Court in the case of ***Association of Medical Super Speciality Aspirants and Residents and others Vs. Union of India and others***, reported in ***MANU/SC/1112/2019***, wherein the Apex Court has held that such a bond does not, in any manner, breach any law of contract or operate in an exploitative or disadvantageous manner to the detriment of the career of a potential candidate.

21. He further submits that, insofar as the judgment relied upon by the learned counsel for the petitioner is concerned, the same is distinguishable on facts, as in that case the High Court was dealing with the interpretation of Rule 11 of the Madhya Pradesh Medical and Post Graduate Course Admission Rules, which is not applicable to the facts and circumstances of the present case.

22. He next submits that, insofar as Rule 11 of the aforesaid Admission Rules is concerned, there is no such rule in the State of Uttar Pradesh, and there is no provision for automatic deemed cancellation or release of Service Bond, as is available in the State of Madhya Pradesh. Thus, he submits that the petitioner was mandatorily required to render service under the bond.

23. Heard learned counsel for the parties and perused the material on record. With the consent of the parties, the present writ petition is being disposed of at the admission stage itself, without inviting any counter-affidavit from any of the Respondents.

24. Admittedly, the petitioner, after completing her M.D. (Transfusion Medicine) course from SGPGI, Lucknow, in the year 2025, was granted a No Objection Certificate on 01.05.2025 by the DGME, to pursue the Post-Doctoral Certificate Course (PDCC) at the same institute, subject to the express condition that (i) the period spent in pursuing the PDCC course would not be counted towards the Compulsory Government Service Bond; (ii) upon completion of the PDCC course, the petitioner would submit her joining report and be accommodated as Senior Resident only against a seat remaining vacant after the NEET-PG 2022 batch had been placed under their respective Bonds; and (iii) her original academic records would be released only upon completion of the Bond service.

25. The principal plank of the petitioner's case seeking discharge from the tentacles of compulsory Government service Bond is on account of delay beyond three months as according to her, since she was not offered/requisitioned for Bond service within three months of completion of her course, the Bond stands automatically discharged, for which reliance has been placed on ***Dr. Rahul Mittal (supra)*** and ***Nitin Kumar Singh (supra)***.

26. This Court has given an anxious thought to the submission relating to delay as well as has extensively perused the judgment relied by the petitioner and is of the considered view that the said contention cannot be accepted. The petitioner herself, by accepting the NOC dated 01.05.2025 on the stipulated conditions, opted out of the ordinary stream of candidates of her own batch and undertook the PDCC course with express and unambiguous notice that the said period would not count towards the Bond and that she would be accommodated only against a seat left vacant after the subsequent batch had been placed. Having availed the benefit of the NOC on these terms, it is not open to her to now approbate the advantage of pursuing a further specialisation while reprobating the very condition on which that advantage was extended. The Supreme Court, in ***Cauvery Coffee Traders, Mangalore v. Hornor Resources (International) Co. Ltd., (2011) 10 SCC 420***, has held that a party cannot be permitted to "blow hot and cold" or "approbate and

reprobate", and that one who knowingly accepts the benefit of an order or a contract is estopped from denying its validity or binding effect upon himself, a principle traceable to ***R.N. Gosain v. Yashpal Dhir, AIR 1993 SC 352***. This principle applies squarely on the four corners as the petitioner cannot retain the benefit of the NOC-enabled PDCC course and simultaneously disown the very stipulation, contained in the same NOC, that the PDCC period would not count towards, or advance, her Bond obligations or the timeline for its enforcement.

27. Further, we find that the judgments relied upon by learned counsel for the petitioner turn upon Rule 11 of the Madhya Pradesh Medical and Post Graduate Course Admission Rules, which provides for automatic deemed cancellation/release of the Bond on non-compliance with the time limit. It remains uncontroverted that no such statutory rule providing for automatic deemed discharge exists in the State of Uttar Pradesh. In the absence of a provision analogous to Rule 11, the ratio of the Madhya Pradesh and Chhattisgarh decisions, being tied to a specific statutory scheme, cannot be transplanted to the present case, which is governed instead by the terms of the Bond and the Government Orders applicable in Uttar Pradesh.

28. According to this court, the binding declaration of the Hon'ble Supreme Court in ***Association of Medical Super Speciality Aspirants and Residents v. Union of India (supra)*** upholds the validity of such compulsory service bonds, holding that they neither offend Article 19(1)(g) nor amount to forced labour under Article 23, and that a candidate who has made an informed choice to avail the benefit of subsidised postgraduate medical education cannot resile from the reciprocal service obligation attached to it. That principle applies with equal force here as the petitioner, having derived the benefit of a further specialisation at a premier government institution, cannot be permitted to treat administrative delay of a little over three months as extinguishing an obligation the Supreme Court has recognised as a legitimate *quid pro quo* for public medical education.

29. We also cannot be also oblivious to the fact that the decision taken by the Governments to impose a condition of compulsory bond for admission to post-graduate courses is on the basis of relevant material, in as much as huge infrastructure has to be developed and maintained for running medical colleges with post-graduate courses. The amount of fees charged from these students is meagre in

comparison to the private medical colleges. Since, it is the bounden duty of the State Governments to ensure safeguarding the right of life of every person as guaranteed under Article 21 of the Constitution of India and the Government hospitals run by the State and the Medical Officers employed therein are duty bound to extend medical assistance for preserving human life. Failure on the part of a government hospital to provide timely medical treatment to a person in need of such treatment results in violation of his right guaranteed under Article 21 of the Constitution. Therefore, in a welfare State it is the obligation of the State to ensure the creation and the sustaining of conditions congenial to good health. Consequently, a policy decision taken by the State Governments to utilize the services of doctors who were beneficiaries of Government assistance to complete their education, for compulsory Government service under a Bond for two years cannot be termed arbitrary. We also note that the laudable objective with which the State Governments have introduced compulsory service bonds is to protect the fundamental right of the deprived sections of the society guaranteed to them under Article 21 of the Constitution of India and as such any administrative delay of a miniscule period of time to offer for the said service cannot be faulted with.

30. On facts, the petitioner completed her PDCC course on 01.05.2026 and was, without any break, granted a short-term extension as Senior Resident at SGPGI itself from 02.05.2026 to 29.07.2026, precisely to avoid a service gap. The impugned order came within a little over 100 days of completion of the PDCC course, a delay that, in the facts of this case, and in the absence of any statutory consequence of automatic discharge, cannot be said to be so gross as to extinguish the Bond obligation altogether, more particularly when the petitioner suffered no professional hiatus. Further, we fail to understand and are rather surprised to note that none of the parties have pointed towards the Government order dated 13.02.2025, which though has been attached as Annexure-8 to the petition has not been referred by either of the parties.

31. According to this court, the said G.O dated 13.02.2025, which also relates to the case of the petitioner has substantially watered down the requirement of three months for the Government to request for providing the compulsory government service under the Bond. The said G.O taking a holistic overall view of the matter in the interest

of patients and students and acknowledging the fact that it takes some time for the Government to conduct a common counselling for the compulsory service Bond, has provided that candidates, who have completed their course and their final year's results have been declared shall be provided appointment to the post of Senior resident in the very same Medical college/Institution from where they had completed their course till the period of online counselling to be conducted by the Director general under the compulsory Government service Bond. The said G.O also states that the said appointment was given with a condition that the same was an optional arrangement and it will be mandatory for all candidates to participate in the counselling to be conducted by the Directorate and further the said service period provided by these candidates will be included under the compulsory Government service Bond. The extract of the said G.O dated 13.02.2025 is being incorporated herein below, for better clarity.

"प्रेषक,

महानिदेशक,
चिकित्सा शिक्षा एवं प्रशिक्षण,
उत्तर प्रदेश।

सेवा में,

1. निदेशक, एस०जी०पी०जी०आई०, लखनऊ / डा० आर०एम०एल० आई०एम०एस०, लखनऊ/पी०जी०आई०सी०एच०, नोएडा / मानसिक स्वास्थ्य केन्द्र, आगरा
2. कुलसचिव, के०जी०एम०यू०, लखनऊ / यू०पी०यू०एम०एस० सैफई, इटावा
3. प्रधानाचार्य, मेडिकल कालेज, कानपुर, आगरा, प्रयागराज, मेरठ, झाँसी, गोरखपुर, कन्नौज, जालौन, आजमगढ़, सहारनपुर, बांदा

संख्या: एम०ई०-3/2025/345

लखनऊ: दिनांक 13 फरवरी 2025

विषय: नीट पी०जी० 2021 (एम०डी०/एम०एस०) तथा नीट पी०जी० 2022 (डिप्लोमा)
पाठ्यक्रम के अभ्यर्थियों को अनिवार्य शासकीय सेवा बाण्ड के अंतर्गत सीनियर रेजिडेंट के पद पर सेवायोजित किये जाने के संबंध में।

महोदय,

उपर्युक्त विषय के संदर्भ में अवगत कराना है कि नीट पी०जी० 2021 (एम०डी०/एम०एस०) तथा नीट पी०जी० 2022 (डिप्लोमा) पाठ्यक्रम के अभ्यर्थियों (पी०एम०एच०एस० संवर्ग के चिकित्साधिकारियों को छोड़कर) को शासनादेश संख्या-950/71-2-82/2017 दिनांक 07 मार्च 2018 (यथासंशोधित) तथा शासनादेश संख्या-1/864501/2025 दिनांक 29.01.2025 में निहित निर्देशानुसार अनिवार्य शासकीय सेवा बाण्ड के अंतर्गत सीनियर रेजीडेंट के पद पर ऑनलाईन काउंसिलिंग के माध्यम से सेवायोजित किया जाना है।

अतः रोगीहित/छात्रहित में नीट पी०जी० 2021 (एम०डी०/एम०एस०) तथा नीट पी०जी० 2022 (डिप्लोमा) पाठ्यक्रम पूर्ण कर चुके ऐसे अभ्यर्थियों (पी०एम०एच०एस० संवर्ग के चिकित्साधिकारियों को छोड़कर) जिनका अन्तिम वर्ष का परीक्षाफल घोषित हो चुका है, में उत्तीर्ण अभ्यर्थियों को अनिवार्य शासकीय सेवा बाण्ड के अंतर्गत महानिदेशालय द्वारा आयोजित की जाने वाली ऑनलाईन काउंसिलिंग की अवधि तक अपने चिकित्सा विश्वविद्यालय/संस्थान/ मेडिकल कालेज में ही सीनियर रेजीडेंट के पद पर अपने स्तर से नियुक्ति आदेश इस शर्त के साथ निर्गत करना सुनिश्चित करें कि यह एक वैकल्पिक व्यवस्था है तथा महानिदेशालय द्वारा उक्त बैच के अभ्यर्थियों हेतु आयोजित की जाने वाली काउंसिलिंग में समस्त अर्ह अभ्यर्थियों (पी०एम०एच०एस० संवर्ग के चिकित्साधिकारियों को छोड़कर) को सम्मिलित होना अनिवार्य होगा तथा इन अभ्यर्थियों द्वारा प्रदान की गयी उक्त सेवा अवधि को अनिवार्य शासकीय सेवा बाण्ड के अंतर्गत सम्मिलित किया जायेगा।"

32. Therefore, in our view in the wake of the aforesaid Government order the argument of the learned counsel for the petitioner relating to discharge of the Bond in absence of appointment of the petitioner within three months falls flat, as she had been offered an appointment, be as an optional arrangement immediately after her completion & declaration of results of PDCC Course.

33. Further, the submission regarding adjustment of the period spent by the petitioner in pursuing the PDCC course, against the two-year Bond period, runs contrary to the express terms of the NOC dated 01.05.2025, which specifically stipulates that such period would not be counted towards the Bond. Having accepted the NOC on that condition and derived its benefit, the petitioner cannot now disown the same condition, again squarely a case of impermissible approbation and reprobation as explained in ***Cauvery Coffee Traders (supra)***. This ground does not merit acceptance. **However, with regard to the adjustment for the period rendered on ad-hoc/short-term basis at SGPGI, this court is alive to the circumstances and the terms of the G.O dated 13.02.2025, in which the petitioner was appointed as a stop-gap arrangement for 89 days in the SGPGI, Lucknow after completion of her PDCC course on 01.05.2026. According to this Court, the said arrangement being made in a**

Government run Hospital and the petitioner being found actually working from 02.05.2026 till she being legally appointed to serve the balance period of service under the compulsory government service Bond ought to be counted and adjusted in the compulsory two years' government service Bond.

34. Insofar as the grievance regarding non-conduct of mandatory counselling is concerned, the Government Order of 07.03.2018 and the Government Order dated 13.02.2025 issued by the DGME, U.P., contemplate a mandatory counselling process for allotment of seats for compulsory Bond service. The impugned order itself records that the petitioner, along with certain other candidates, was administratively allotted a seat on the ground of non-registration/incomplete exercise of options in the counselling meant for her batch. Although, in the first blush the said impugned order appears to give an impression that the counselling had to be construed to have been conducted in the case of the petitioner. However, a glance at the notification dated 01.06.2026 (Annexure-11) issued for online counselling for candidates, who have to serve under the compulsory government service bond, would show that the same were meant for NEET-2022 (MD/MS) and NEET-PF-2023 (Diploma) batches and not for NEET-2021(MD/MS) batch of the petitioner. Therefore, we find some force in the grievance of the petitioner that she was never provided an opportunity to participate in the mandatory counselling for compulsory government service bond and infact the portal was never available for her to participate in the online counselling as it was meant for 2022 and 2023 batch. No doubt, the NOC dated 01.05.2025 issued by the Respondent for the PDCC course provides that the petitioner or NEET-PG-2021(MD/MS) students would be provided seats only after exhausting the seats in the counselling for NEET-PG-2022 batch, however according to this court that does not in any manner takes away the right to opportunity of the petitioner to participate in the online counselling for compulsory government service bond as mandated by the Government order dated 07.03.2018 and 13.02.2025.

35. Further, this court finds that the impugned order dated 12.08.2026, while appointing the petitioner and other candidates vide the said order mentions that the appointment was relating to some leftover candidates of NEET-PG-2022 (MD/MS) and NEET-PG-2023 (Diploma) batch, who have not registered under the online

counselling or the choice has not been filled or the entire choice has not been filled for those batches. No doubt, the said order also says that the appointment is also made of some candidates of NEET-PG-2021, who have completed their PDCC course in compliance to the government order dated 07.03.2018, however it does not talk of any counselling or non-participation thereof by any of the candidates of NEET-PG-2021. Thus, keeping in view the notification dated 01.06.2026 issued for online counselling meant for NEET-2022 (MD/MS) and NEET-PF-2023(Diploma) batches only and not for NEET-2021(MD/MS) batch of the petitioner; mandatory nature of counselling as provided under the government order dated 07.03.2018 and 13.02.2025, we are unable to sustain the impugned order as far as the case of the petitioner is concerned, on the ground that she was never provided any opportunity of counselling for allotment of seats to serve for the compulsory government service Bond.

36. Considering that the petitioner's case is somewhat singular, she having gone out of the regular batch stream to pursue the PDCC course under a specific NOC, this Court is of the view that the appropriate course is not to strike down the impugned order entirely, but to leave it open to the DGME for conducting a counselling of the petitioner, so that she is not deprived of the benefit of a structured counselling and choice of institution to the extent vacant seats permit as per the Government order dated 07.03.2018.

37. For all the aforesaid reasons, this Court does not find any ground warranting interference under Article 226 of the Constitution of India, except to the extent that the petitioner has a right of opportunity to participate in the counselling for compulsory government service bond as mandated by the Government order dated 07.03.2018 and 13.02.2025.

38. Accordingly, the present writ is **partly allowed**.

39. The petitioner is directed to make a fresh, comprehensive representation before the Director General, Medical Education and Training, U.P. (respondent no. 1/DGME), setting out the peculiar facts and circumstances of her case, including the sequence of the PDCC course, the short-term extension at SGPGI, and her continued availability throughout within the period of 27.09.2026. In the meantime, the DGME shall take all steps for conducting a counselling

for the petitioner, including calling for requisition of all vacant seats presently available in NMC-recognised Government Medical Colleges/ recognised teaching medical institutions in the State, so as to conduct a fresh counselling in which the petitioner is afforded an opportunity to exercise her choice of institution/seat, insofar as vacancies permit, so that her case is considered in a manner consistent with the scheme of the Bond and the applicable Government Orders dated 07.03.2018 and 13.02.2025. The counselling shall be conducted and completed within a period of four weeks from 27.09.2026.

40. Needless to observe, until such fresh counselling is undertaken and the petitioner is accommodated pursuant thereto or offered such an option, the petitioner shall continue to render service as a Senior Resident at SGPGI, Lucknow, without claiming any right or lien to continue on the said post and/or the said Institution, after the counselling. It is made clear that the continuation is merely as optional arrangement as contemplated under the Government order dated 13.02.2025 by the DGME, Lucknow.

September 11, 2026
Praveen

(Abdhesh Kumar Chaudhary,J.) (Shekhar B. Saraf,J.)