



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

+ W.P.(C) 13462/2023

VIKAS MATHUR

.....Petitioner

Through: Mr. Praveen Kumar, Adv.

versus

UNION OF INDIA & ORS.

.....Respondents

Through: Mr. Kamaldeep, GP, Mr. Rahul Kr. Sharma, Advs.

HON'BLE MR. JUSTICE V. KAMESWAR RAO

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

V. KAMESWAR RAO , J. (ORAL)

CM APPL. 3846/2026

1. This is an application seeking an early hearing of the writ petition.
2. Noting the contents of the application, and the learned counsel for the respondent has no serious objection, we allow the application.
3. The application is disposed of.
4. We have heard the learned counsel for the parties on the writ petition.

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5. The petition has been filed by the petitioner with the following prayers:

“In view of the above said averments and grounds and in the interest of justice the petitioner most respectfully prays that this Hon’ble Court may graciously be pleased to:-

- i) direct the Respondents to produce complete orderly Register of 'B' coy maintained by office of Respondent No. 1 at National



Industrial security academy (NISA) Hyderabad, Telangana, containing Page Nos. 72-73 and 76-77 which is having remarks of officials of Respondent No. 1 on dated 27.12.2022, 02.01.2023 and 03.01.2023 and/or;

ii) direct the Respondents to refund/ reimburse the training cost of Rs. 2,57,544/- (with applicable interest) to the Petitioner in the bank account of petitioner details of which are provided by the petitioner in the email application dated 08.08.2023, which is duly served to the respondents and/or; ...”

6. The case of the petitioner is that the petitioner was appointed as Sub-Inspector [Executive Level-6 in the Grade Pay of 4200 in CISF (hereinafter, 'Central Industrial Security Forces')].

7. While undergoing training in the CISF, he had deposited a cost of Rs. 2,57,544/- with the CISF. While undergoing training, the petitioner had applied for the post of Junior Judicial Assistant (hereinafter, 'JJA') in this Court.

8. It is considered position that the petitioner had been appointed as a JJA in this Court. On his being appointed as a JJA in this Court, he tendered his resignation with the CISF, which had been accepted.

9. The issue that had been raised by the petitioner is primarily for the refund of the amount of Rs. 2,57,544/-, which is deposited with the CISF.

10. In this regard, it is necessary to reproduce the relevant terms of appointment of the petitioner in the CISF, which reads as under:

“In case, you tender resignation within ten years from joining of service, you shall be required to refund Training cost to the government such as would constitute the cost of training imparted to you in the Force or a sum equal to three months pay and allowances, whichever is more and as per CISF Circular No. 07/Trg./2021 dated 25.05.2021. In this regard, reference can



2026:01



DHC:480-DB

be made to Rule-58 of CISF Rules 2001 read with instructions contained in GOI (MHA) order dated Oct, 2014. You shall have to execute the form of Agreement under Rule -21 of CISF Rules -2001, which were amended and are called CISF (Amendment) Rules-2015 issued vide gazette notification dated 6th January 2016.”

11. There is no dispute that the petitioner did execute an undertaking in terms of paragraph 12 of the offer of appointment, and the undertaking reads as follows:

UNDERTAKING Annexure-III

I, CISF No. 220203256, Rank - SI/UT, Name - VIKAS MATHUR (Chest No. - 355) of CISF Unit- NISA Hyd - 78 hereby undertake that:-

- (a) I am ready to pay the whole training charges which are incurred by me.
- (b) I will not claim back any training charges which I pay.
- (c) I will not ask for any qualifying services.
- (d) I will not claim for any technical resignation.
- (e) I will not submit application for withdrawal of resignation.

Date :- 5/ Jan 2023.
Place:- NISA, Hyd-78

Signature of the Employee
Name - VIKAS MATHUR
CISF No. - 220203256
Rank - SI/UT
Chest No. - 355

COY COMMANDER
B COY/NISA

COUNTER SIGNATURE
COY GO

Vinod Kumar Chaurasia
Sr. Commandant / Admin
CISF NISA Hyderabad



12. It may be stated here that the resignation has been tendered by the petitioner, though on personal grounds, it is a conceded fact that after leaving the CISF, the petitioner had joined this court as JJA.

13. The issue that arises for consideration is whether, in view of the undertaking furnished by the petitioner, he is entitled to a refund of the aforesaid amount. The answer must necessarily have to be in the negative. The undertaking was furnished as a condition of appointment, wherein the petitioner expressly agreed to bear the entire training expenses incurred by the respondent/CISF. He undertook not to claim refund of any training charges so paid, and further categorically waived any claim to technical resignation.

14. The petitioner, having not claimed any technical resignation, but has tendered his resignation, surely, the petitioner shall not be entitled to the benefit which he is seeking in this petition.

15. This conclusion follows from the fact that the petitioner is bound by the undertaking furnished by him at the time of his appointment in the CISF, which contains an unequivocal stipulation, as reproduced hereinabove.

16. We have also reproduced the document filed by the respondent along with their counter affidavit, wherein at the time of the petitioner submitting his resignation for family reasons, the said document reveals that the petitioner was also counselled.

17. Despite counselling, the petitioner had insisted upon the respondent's accepting his resignation. It is in the said background that the resignation was accepted.

18. If that be so, we are of the view that the prayer as made in the petition



for the refund of the enforced amount of Rs. 2,57,544/- cannot be granted.

19. Accordingly, the petition is dismissed.

V. KAMESWAR RAO, J

MANMEET PRITAM SINGH ARORA, J

JANUARY 20, 2026

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