



2026:DHC:3444



\$~26

\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**  
+ **W.P.(C) 7596/2023**

Date of decision: **13.04.2026**

**IN THE MATTER OF:**

**DR. RUPAMANJARI GHOSH**

.....Petitioner

Through: Mr. Abhik Chimni, Ms Pranjal Abrol.  
Mr. Gurupal Singh, Ms Moksha  
Sharma Mr Ayan Dasgupta  
Samarendra, Advocates.

versus

**JAWAHARLAL NEHRU UNIVERSITY**

.....Respondent

Through: Mr. Vasanth Rajasekaran, Senior  
Standing Counsel, JNU; Mr. Karan  
Prakash, and Mr. Harshvardhan  
Korada, Advocate on Bali Ms.  
Deepshikha Kumar, Advocates.

**CORAM:**

**HON'BLE MR. JUSTICE PURUSHAINDR KUMAR KAURAV**

**J U D G E M E N T**

**PURUSHAINDR KUMAR KAURAV, J. (ORAL)**

1. The instant petition is filed seeking to quash and set aside Office Order dated 05.08.2022, bearing file No. Estate/2022 and Office Order dated 11.04.2023 bearing file No. Estate/126/V/Uk/2023-24 issued by respondent Jawaharlal Nehru University.

2. A perusal of the record indicates that the petitioner, on 01.11.1988 was appointed at the post of Assistant Professor of Physics in the respondent



2026:DHC:3444



university. During the course of her employment, *vide* letter dated 05.03.2012, the petitioner informed the university that she had been offered the position of Founding Director, School of Natural Sciences, Shiv Nadar University (SNU) and that she would need to join SNU on or before 1<sup>st</sup> July 2012 as a founding member.

3. She sought for extraordinary leave (EOL) without pay from JNU for 5 years starting 1<sup>st</sup> July, 2012 and informed the university that she plans to stay in her current JNU residence for the said period on payment of rent as per rules.

4. The petitioner was initially granted extraordinary leave for a period of two years *vide* Office Order No. 654, to join Shiv Nadar University as a founding member. The commencement of the said leave was subsequently amended to 03.07.2012. The said period was thereafter extended by one year *vide* Office Order No. 1145 with effect from 03.07.2014, and by a further period of two years *vide* Office Order No. 1388 w.e.f. 03.07.2015. Consequently, the petitioner remained on extraordinary leave (EOL) till 02.07.2017.

5. Meanwhile, the petitioner applied for voluntary retirement from University services, which was accepted by the respondent with retrospective effect from 03.07.2012 *vide letter* dated 28.06.2017. It is to be noted that the date of commencement of the EOL was 03.07.2012. The petitioner continued to occupy the University accommodation till 29.09.2017.

6. The respondent university, by invoking Rule 10.4 of the JNU House Allotment Rules (*hereinafter referred to as 'the housing rules'*), raised a demand of INR 32,97,814/- toward penal rent at double the market rent for



overstaying the University accommodation. The over stay is sought to be attributed to the petitioner on account of her accepting voluntary retirement with retrospective effect. Rule 10.4 is extracted as below:-

*“Any employee retaining the accommodation beyond the permissible limit prescribed in Rule 10.2 will be charged penal rent equal to double the market rent unless he has sought and obtained prior approval of the competent authority. In exceptional circumstances, the Vice Chancellor on the recommendation for a period of not exceeding 4 months beyond the permissible limit prescribed in Rule 10.2 on normal licence fee ”*

7. The office order dated 03.04.2012, issued by the respondent university, references Rule 10.2 of Rules for Allotment of Residences that permitted retention of university accommodation. The relevant portion of said office order is extracted as under:-

*“In case the teacher is an allottee of the University accommodation, she would be allowed to retain the University accommodation in terms of Rule 10.2 of Rules for Allotment of Residences.*

*She will deposit the amount on account of her membership of LIC Group Savings Linked Insurance Scheme and CGHS for the entire period of EOL with the Finance and Accounts Department and send receipts thereof to the DR (SC/ST Cell). In respect of CGHS, the card can be surrendered (and in that event no recovery will be made). If these essential formalities are not completed within 15 days from the date of issue of this order, the staff member will lose membership of the above schemes) automatically. In the case of LIC-GSLIS, no insurance cover will be granted to defaulter but her membership may be renewed from the next anniversary date (20 September every year), if requested in writing in time and if permitted by the LIC.*

*All other terms and conditions of grant of leave shall be governed by the Ordinance for Regulating Leave to Teachers of the University.*

*This has the approval of the competent authority.”*

8. Rule 10.2(vii) of the housing rules allows for the retention of university accommodation for the duration of the EOL. The relevant portion



reads as under :-

“ 10.2 Allotment of a residence shall come to an end automatically on the happening of any of the following events mentioned below. The employee of his legal representatives, as the case may be, on their written request may be allowed grace period mentioned against each event in col.2 below, to vacate the premises. The grace period will not confer any right on the allottee/legal representative as the case may be:

(i)....

...

(vii) Deputation/ contract/ EOL to accept an assignment – For the duration of contract/ assignment.”

9. It is thus seen that the petitioner remained on EOL till 02.07.2017. Even while accepting the voluntary retirement, there was no express condition that required her to deposit the rentals/HRA. During said period, her retention of the university accommodation continued to be governed by Rule 10.2(vii) of the housing rules and the office order dt.03.04.2012. After having accepted the petitioner's voluntary retirement, the respondent could not, thereafter, treat the petitioners' occupation of the accommodation for the period falling within the Office Order as unauthorized.

10. The respondents have submitted that the petitioner had accepted INR 23,99,988/- as housing rent allowance from SNU *vide* letter dated 25.07.2017. However, the impugned demand does not indicate that mere acceptance of such allowance by itself would render the petitioner's occupation unauthorized so as to attract Rule 10.4.

11. The office order dt.03.04.2012 confers a vested right in favour of the petitioner to avail university accommodation as per Rule 10.2(vii) for the duration of the EOL. In the absence of an express bar within the housing rules, acceptance of voluntary retirement in a retrospective manner cannot convert an occupation that was lawful when enjoyed, into an unauthorized



2026:DHC:3444



occupation warranting imposition of penal rent as per Rule 10.4.

12. This Court is of the opinion that the petitioner's entitlement to retain accommodation was governed by the office order dt.03.04.2012 read with Rule 10.2(vii) of the housing rules. The condition of accommodation in this regard was not liable to be altered or modified to the prejudice of the appellant by a subsequent administrative act, which was given retrospective effect from 03.07.2012.

13. For all those reasons, the impugned demand is unsustainable and the same is, therefore, set aside.

14. With the aforesaid observations, the instant petition stands disposed of.

**(PURUSHAINDRA KUMAR KAURAV)**  
**JUDGE**

**APRIL 13, 2026**  
*Nc*