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THE HIGH COURT OF DELHI AT NEW DELHI

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Judgment reserved on : 22.11.2012

Judgment delivered on : 21.12.2012

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WP(C) No.1960/2010

PARMESHWARI

..... PETITIONER

Versus

STATE BANK OF BIKANER AND JAIPUR

..... RESPONDENT

Advocates who appeared in this case:

For the Petitioner : Ms. Isha Khanna, Advocate

For the Respondent : Mr. Anil Kumar Sangal and Mr. Siddharth Sangal,
Advocates

CORAM :-

HON'BLE MR JUSTICE RAJIV SHAKDHER

RAJIV SHAKDHER, J

1. This writ petition is directed against an order dated 01.01.2007, passed by the respondent /bank rejecting the petitioner's request, for payment of an exgratia lumpsum amount in lieu of appointment of the petitioner on compassionate grounds.

1.1. It is important to bear in mind that the aforementioned request was made by the petitioner under a scheme entitled: "*The Scheme For Payment Of Exgratia Lumpsum Amount In Lieu Of Appointment On Compassionate Ground In The State Bank of Bikaner and Jaipur.*" I would be referring to this scheme hereinafter as the "SBBJ scheme".

1.2 It may be important to note at the very outset that the SBBJ scheme stood revised on 21.08.2012. Hereinafter I would be referring to the scheme

formulated vide circular no.PER/32/2012-13 dated 21.08.2012 as the "Revised SBBJ Scheme". In effect, the SBBJ Scheme is the earlier or old scheme.

1.3 The reason I have referred to the two schemes is that, the dispute in this case, during the course of arguments, has narrowed down to the amount that the petitioner is entitled to. The respondent bank has, now taken the stand that, they would be willing to pay to the petitioner a sum of Rs.3 Lakhs, under the Revised SBBJ Scheme though, according to them, the petitioner was not entitled to any sum under the erstwhile scheme i.e., the SBBJ Scheme. Briefly, the reason for the same according to the respondent/bank being: that the petitioner's family had an income of more than ***60% of the last drawn gross salary of her deceased husband***, who was an employee of the respondent/bank.

1.4 Therefore, the issue which arises for consideration is : what is the income of the petitioner's family? If, one were to come to the conclusion that the income of the petitioner's family was less than 60% of the last drawn gross salary of her deceased husband, then she would be entitled to an exgratia amount under the SBBJ Scheme, which is the old scheme. According to the respondent/bank, if the petitioner is found eligible for payment of exgratia lumpsum amount under the SBBJ Scheme i.e., the old scheme, she would receive a sum of Rs.4.50 Lakhs. The petitioner, on the other hand, claims that she should be entitled to Rs.6 Lakhs under the SBBJ Scheme.

1.5 Thus the contours of the present litigation revolve around the aforementioned issue.

2. The broad facts in the background of which the aforementioned issue is arisen for consideration are as follows :-

2.1 As indicated above, the petitioner is the widow of one late Sh. Surender, who was appointed as a sweeper with the respondent/bank, at its Khari Baoli

branch, in Delhi. The petitioner was given an employment code bearing no.0147756. The petitioner claims that her husband was employed with the respondent/bank with effect from 29.12.1984, at a salary of Rs.100/- per month.

2.2 On 03.01.2006, the petitioner's husband i.e., Sh. Surender died in harness. Surender left behind the petitioner, two sons and four daughters.

2.3 On 13.01.2006, apparently, the petitioner made an application accompanied by a format affidavit for payment of exgratia amount. I must point out that in the petition, there is an averment to the effect that the petitioner in her letter had sought for "vacancy remission" and had written several letters for payment of exgratia amount to which she did not receive a positive response. As indicated above, the petitioner, however, has not filed the application accompanying the affidavit which is dated 13.06.2006. The petitioner claims that, on 17.06.2006 her application was forwarded by the Chief Manager, at Delhi, to the Managing Director of the respondent/bank.

2.4 The aforesaid application was, however, rejected by the impugned order dated 01.01.2007.

2.5 There is a reference in the petition, in respect of payment of monies towards life insurance. It is obvious that the petitioner was not able to furnish accurate information, to the legal aid lawyer, who was assigned to her, so as to be able to distinguish between the amounts paid to her under the Life Insurance Scheme formulated by the respondent/bank and that which was payable under the SBBJ Scheme. It is not in dispute that the petitioner has received a sum of Rs.3 Lakhs under the SBI Life SBBJ Employees Group Insurance Scheme (Super Suraksha Policy), which was dispatched to her under the cover of the respondent/bank's letter dated 02.09.2006.

3. The petitioner being aggrieved with the impugned order dated 01.01.2007, approached this court under Article 226 of the Constitution of India.

4. Notice in the writ petition was issued on 22.03.2010, which was made returnable on 12.07.2010. On the said date, i.e., 12.07.2010, the respondent/bank entered appearance whereupon, it was granted four weeks to file a counter affidavit. The matter was made returnable on 26.10.2010, on which date, the court found that the reply was not on record and consequently, a further one week was granted to have the reply placed on record.

5. The record shows that a counter affidavit was filed by the respondent/bank, on 29.10.2010, which is dated 14.09.2010.

5.1. To the said counter affidavit, the petitioner filed a rejoinder, on 25.08.2011. It is important to note, that the respondent/bank, though without a leave of the court, filed a sur-rejoinder on 14.09.2011. The said sur-rejoinder pertinently, was accompanied by a typed copy of an application alongwith a photocopy of the original, purportedly filed by the petitioner, for payment of exgratia lumpsum amount. Since something turns on the date indicated, on the typed copy of the application, it may be important to note that it bore 17.06.2007, as the date. The photocopy of the said application though bore a date, which was not legible. This aspect has relevance to what is noticed by me in the latter part of my judgment.

6. It appears that the counsel for the petitioner sought discharge in the case to appear on behalf of the petitioner as he has been empanelled as a lawyer for the respondent/bank. Consequently, notice was issued to the petitioner. On 16.05.2011, directions were issued by the court to the Delhi High Court Legal Services Committee, to assign a lawyer to the petitioner, and to intimate her as, notice issued on the earlier date had been returned unserved, on the ground that the address was incomplete.

7. There was no effective hearing held on the next two dates. The matter was, however, argued on 22.08.2012, at some length before me. This proceeding is important for the reason that on the said date, it was specifically noted by me that the copy of the application for payment of exgratia amount, purportedly sent by the petitioner, which was appended to the sur-rejoinder of the respondent/bank, bore the date 17.06.2007.

7.1 In the said proceedings, I noted that since the impugned order bore an earlier date i.e., 01.01.2007, it prima facie appeared that the respondent/bank had made up its mind to reject the petitioner's application.

7.2 There were two other aspects noted by me, which is that, in the photocopy of the said application filed by the respondent bank, against information sought against the poser placed at serial no. 9(6)(ii), which reads as: 'monthly income of dependant family members' - there clearly appeared to be an overwriting in the figure of Rs.2,000/- indicated therein; more specifically in the numerical zero (3rd digit from the right). It was also noted by me that, since the petitioner had appended her thumb impression on a format application, it appeared that the contents of the application were perhaps never explained to the petitioner.

7.3 Since the counsel for the respondent/bank was not able to inform me as to the officer, who had received the application of the petitioner, I deemed it fit to direct that an officer sufficiently senior in rank be deputed by the Managing Director of the respondent/bank to re-examine the issue. The respondent/bank was consequently directed to file an affidavit pursuant to the exercise being carried out, so that their conclusions could be put on record.

8. Pursuant to the above direction, the respondent/bank filed an affidavit dated 05.09.2012. With this affidavit, the respondent/bank, once again without the leave of the court, filed a photocopy of not only the Revised SBBJ Scheme but also a letter dated 06.06.2006, purportedly written by the petitioner to the

respondent bank wherein, she appears to have indicated that she was earning a sum of Rs.2,000/- by engaging in cleaning services, offered by her, to various households. The letter ends, with a crucial line; which is to the effect that, although she had filed an application for payment of an exgratia lumpsum amount, she would prefer being engaged as an employee by the respondent/bank in place of her deceased husband. With this rejoinder affidavit, a report dated 04.09.2012 was filed by one Sh. Ashok Kumar Maheshwari, the Deputy General Manager of the respondent/bank.

9. The officer concerned, concluded that the note dated 22.12.2006 which was appended to the respondent/bank's counter affidavit filed on 29.10.2010, and which formed the basis for passing the impugned order dated 01.01.2007, had been examined and found to be correct.

10. The officer concerned, in a sense tried to respond to the conclusions that had been drawn at the hearing held on 22.08.2012, on the following basis :-

(i). the application requesting for payment of ex-gratia amount was filed on 17.06.2006 and not on 17.06.2007 as had been noted in the order dated 22.08.2012 and to that extent, the court had been misled by the petitioner;

(ii). the petitioner's letter dated 16.06.2006, filed with the respondent/bank, (which I have indicated above, was filed for the first time with the additional affidavit dated 05.09.2012) itself stated that she earns a sum of Rs.2000/- per month;

(iii). the figure of Rs.2000/- in the application does not appear to be over written though of course : *“there is something illegible written over (near) it.”*;

(iv). the application must have been filed by the petitioner and other legal heirs of the deceased, Surender, through a person in whom they had confidence and

was literate. The person could be a family member, relative, acquaintance or even an employee of the respondent/bank;

(v). there could be no scope of any mis-giving, as the application was accompanied by a sworn joint affidavit attested by a notary public;

(vi). the respondent/bank had no reason to concoct facts;

(vii).the petitioner had already received a sum of Rs.4,98,662/- (net), from the respondent/bank, since the death of her husband; and

(viii). Finally, the report concludes that the petitioner was not eligible for payment of exgratia amount under the SBBJ Scheme, as in vogue, at the relevant point in time. In so far as the Revised SBBJ Scheme is concerned, it is indicated in the very same report that w.e.f. 01.04.2012, the said Revised SBBJ Scheme provides for payment of 50% of the exgratia amount, in respect of, all past cases emanating as from 20.12.2005, which were declined/rejected, on the ground that, the applicant's monthly income was not less than 60% of the last drawn salary of the deceased employee.

11. Accordingly, since the deceased, Surender i.e., the husband of the petitioner was a: part time permanent employee in the subordinate cadre in the 3/4th scale wages, the petitioner and the legal heirs would be entitled to a sum of Rs.2,25,000/-, which was 50% of Rs.4,50,000/- as per clause C of the Revised SBBJ Scheme read with clause 10 of the SBBJ Scheme i.e., the old scheme.

11.1 The report in sum and substance offered payment of Rs.2,25,000/- to the petitioner and other legal heirs under the Revised SBBJ Scheme, on submission of letter of authorisation by all dependants of the deceased, Surender, in the prescribed form or, in the alternative, as per the directions of this court by

treating the form already on record as a request under the Revised SBBJ Scheme.

12. As noticed by me, the counsel for the respondent/bank had offered to pay a sum of Rs.3 Lakhs to the petitioner, not for any reasons of magnimity but as per the plain terms of the Revised Scheme which the concerned officer of the respondent/bank failed to appreciate, apart from other aspects, to which I will refer to hereinafter.

SUBMISSIONS OF COUNSELS

12.1 First and foremost, the argument of each side proceeded largely on the basis of the documents on record. Ms. Khanna, learned counsel for the petitioner submitted before me, that the petitioner was entitled to a sum of Rs.6 Lakhs under the SBBJ Scheme as even according to the respondent/bank, the deceased, Surender, was a subordinate staff. She submitted that at no stage, did the respondent/bank prior to the report dated 05.09.2012, filed with the additional affidavit, take the stand that the deceased, Surender, was a part time permanent employee in the subordinate cadre and thus entitled to 3/4th scale wages, against which, the maximum amount shown was Rs.4.50 Lakhs.

12.2 Ms. Khanna submitted that there are no documents filed with the report which would establish this aspect. It is submitted that the report contradicts, in a sense, the stand of the respondent/bank; as on the one hand, it concludes that the petitioner was not eligible under the SBBJ Scheme i.e., the old scheme and on the other hand, it seeks to apply clause 10 of the SBBJ Scheme i.e., the old scheme.

12.3 Ms. Khanna submitted that clause C of the Revised SBBJ Scheme clearly provides two amounts for the subordinate cadre, which is the maximum exgratia and the minimum exgratia. The minimum exgratia is 50% of the maximum

exgratia. Therefore, since Rs.6 Lakhs is shown against the maximum exgratia amount payable, the corresponding minimum exgratia amount shown is Rs.3 Lakhs. This, she says, would in any event be payable in case the petitioner is unable to persuade the court that she is entitled to payment of exgratia amount based on the SBBJ Scheme i.e., the old scheme. Thus, according to her, the conclusion that the petitioner should be paid a sum of Rs.2.25 Lakhs is clearly untenable, a fact which is realized, according to her by the counsel for the respondent/bank.

12.4 Ms. Khanna submitted that the respondent/bank for reasons best known to them have not produced the original application. The typed copy produced by the respondent/bank carried the date 17.01.2007, while the date on the photocopy is clearly illegible. That apart, Ms. Khanna submitted that the monthly income shown against serial no.9(6)(ii) had also been overwritten in so far as the third numerical (in the place 100) in the figure of Rs.2000/- is concerned. It is not known as to whether the fourth digit which is a numerical number '2' was inserted subsequently. In any event, it is submitted that the petitioner was clearly an illiterate person and was obviously not explained the contents of the application filed by the respondent/bank.

12.5 Ms. Khanna quite vehemently argued that, the bank's conclusion, that the petitioner earned Rs.2,000/- per month and therefore, when added to the other income derived from the corpus, which enured to her upon the death of her husband, took the family's income to a figure above 60% of the last drawn gross salary of the deceased; - failed to take into account the nature of job that the petitioner was engaged in. The petitioner rendered, even according to the respondent/bank, household services, which were uncertain, which was dependent on the number of houses in which she was engaged as a help, at any given point in time.

12.6 In other words, it was Ms. Khanna's submission that to exclude the petitioner from a beneficial scheme on such an uncertain yardstick would be to deprive a family of funds which are so very necessary for their existence.

13. On the other hand, Mr. Sangal, argued on the basis of the provisions of the two schemes and the internal note dated 22.12.2006 whereby, it was concluded by the respondent/bank that against the last drawn gross salary of the deceased of Rs.7457/- per month, the monthly income of the family worked out to Rs.4991/- per month, which was, 66% of the last drawn gross salary of the deceased. The sum of Rs.4991/- included the contentious sum of Rs.2,000/- per month purportedly earned by the petitioner's family and a sum of Rs.2991/- per month enuring to the petitioner and her family, which is calculated based on the monthly notional interest at the rate of 9% on 80% of the corpus amount available to the petitioner and her family.

13.1 The corpus included terminal benefits towards provident fund, gratuity, leave encashment and the amount paid under the insurance scheme, to which, I have made a reference above, less liabilities in the form of loan taken by the deceased apparently from the respondent/bank. The corpus thus available was an amount of Rs.4,98,662/-, on 80% of which, interest at the rate of 9% was calculated to arrive at a figure of Rs.2991/-.

13.2 Mr. Sangal thus submitted that, it is because of this reason that the impugned order was passed rejecting the petitioner's request for payment of exgratia amount. It was stated that, in view of clause C of the Revised SBBJ Scheme, the petitioner would be paid a sum of Rs.3 Lakhs.

REASONS

14. I have heard the learned counsels for the parties. The scope of the dispute is narrowed down to the amount that the petitioner should be paid and under which scheme.

15. In this context, it may be important to first deal with the report of the Bank dated 05.09.2012 (in short the report). Undoubtedly, the respondent/bank has not produced the original application filed by the petitioner. As indicated above by me, it was the respondent/bank which filed a typed copy with their sur-rejoinder which showed the date of 17.06.2007; a date post the impugned order. It was because of this, that I had concluded that the impugned order which was dated 01.01.2007, was clearly erroneous, as it preceded the date of the application.

16. The report, however, seems to justify the error in its own typed document by insisting that the date on the photocopy of the application is 17.06.2006. In order to buttress this aspect, for the first time, a document has been filed which purports to be a letter of the petitioner dated 16.06.2006, the original of this letter, once again, has not been produced.

17. There are several reasons which persuade me to come to the conclusion that there is no clarity emerging from the documents filed by the respondent/bank, as to when, the petitioner, if at all filed an application requesting payment of the exgratia amount, in so far, as the respondent/bank is concerned.

18. First and foremost, the petitioner has filed an affidavit which is dated 13.01.2006, which is not accompanied by an application. I would take it that both the original application alongwith the original affidavit would be in the record available with the respondent/bank, if filed by the petitioner.

18.1. Second, an ocular examination of the photocopy of the application would show that while the date and the month are clear, the year is definitely not 2006 as is sought to be contended by the respondent/bank.

18.2. Third, a careful perusal of the photocopy of the letter dated 16.06.2006 (now produced by the respondent/bank itself) indicates that although she had already filed an application for exgratia payment, she was in the said letter conveying her interest in being engaged as an employee by the respondent/bank.

18.3 Clearly, if it is to be believed that, this is the letter written by the petitioner, the application for exgratia payment preceded the date of this letter which is 16.06.2006. Therefore, the stand of the respondent/bank that the application of the petitioner is dated 17.06.2006 is not correct, as per the documents that they themselves have placed on record. Therefore, the conclusion in the report on this aspect cannot be accepted, which takes me to the other aspect i.e., whether other contents of the application ought to be accepted.

18.4 In the report, while concluding that there is no overwriting qua the figure of Rs.2,000/-, it is conceded that, at least, a part of it, is illegible. Once again, an ocular examination of information appended against serial no.9(6)(ii) of the photocopy of the purported application of the petitioner would show that, the third digit from the right (in place of 100), which is a zero, in the figure of Rs.2,000/- is clearly overwritten. It is quite possible that the amount mentioned was a three digit figure and the digit 2 was added. It is also possible that the third digit was a digit other than Zero; but for the report to conclude that there is no overwriting is clearly incorrect.

18.5 The last aspect which emerges is that the petitioner being illiterate has obviously not filed the application in her hand. There is no conclusion as to whether the contents of the purported application were explained to her.

18.6 In my view, an analysis of the documents and circumstances would show that the following scenario emerged in the instant case. The petitioner, in the first instance only filed a format affidavit with the respondent bank on 13.10.2006, which she bonafidely thought was her application made to the respondent bank. This of course is, on the assumption that the originals are in the custody of the respondent bank. At some stage, it was possibly discovered by the respondent bank that it was to be accompanied by an application. Accordingly, the petitioner may have been asked to file an application as well.

18.7 She may have, in between, issued a letter i.e., the letter dated 16.06.2006 wherein, she referred to application for grant of ex-gratia amount. The petitioner while referring to the application would actually have in mind her affidavit of 13.01.2006.

18.8 The respondent bank, possibly, after it generated the internal note of 22.12.2006, and passed the impugned order on 01.01.2007, realised that a formal application which was to accompany the affidavit of 13.01.2006, was missing.

18.9 An application was perhaps obtained which bore the petitioner's thumb impression, in which information provided was neither contemporaneous (at least in so far as the family's income was concerned) nor, was it perhaps explained to her. This application was perhaps obtained on 17.01.2007; which was the initial stand of the respondent bank.

19. The above throws up a scenario where, the thumb impression on the application may have been of the petitioner but neither the contents were explained to her nor was the information contemporaneous.

19.1 The kind of job which is undertaken by the petitioner, has grave uncertainties. Her income, is dependent on the number of household she would be offering cleaning services to, at a given point in time.

19.2 If the stand of the respondent bank is to be accepted then, because the petitioner earned Rs.2,000/- p.m. in January 2006, she would be ineligible under the SBBJ Scheme i.e., the old scheme. What is forgotten in all this is that, it took the respondent/bank nearly twelve (12) months to process the petitioner's request, by which time the information as regard the family income may have changed. The position with regard to family's income which obtained in January, 2006 may not have been the same in December 2006 or in January, 2007 when, the impugned order was passed.

20. In view of the above circumstances, taking into account the nature of the source of income of the petitioner, the benefit of doubt, if any, should flow to the petitioner. Undoubtedly, if the petitioner's family income is less than 60% of the last drawn gross salary of her deceased husband, she would be entitled to an exgratia payment in terms of clause 10 of the SBBJ Scheme i.e., the old scheme. For this purpose, it may be important to extract 10 of the old scheme :

"..10). AMOUNT OF EX-GRATIA :

If the total monthly income of the family arrived at as above is less than 60% of the last drawn gross salary (net of taxes) of the employee, ex-gratia amount as under will be payable :

i).In case of monthly income of the family as calculated above is less than 60% of the last drawn gross salary (net of taxes) of the employee, an ex-gratia amount calculated @ 60% of the last drawn gross salary (net of taxes) for each month of remaining service of the employee (i.e., up to the age of superannuation in terms of extant service rules / conditions) at the time of his death/ incapacitation subject to the cadre-

wise ceiling of "maximum amount" mentioned under (ii) and (iii) below, will be payable.

(ii).The cadre wise ceiling on ex-gratia amount payable will be as follows :-

CADRE	MAXIMUM EX-GRATIA AMOUNT
Supervising Staff	Rs.8.00 Lacs
Clerical Staff	Rs.7.00 Lacs
<i>Sub-ordinate Staff</i>	Rs.6.00 Lacs

(iii). Ex-gratia in case of *permanent part time subordinate cadre employees* (drawing scale wages) will be calculated on prorata basis as under :-

a).	<i>3/4th scale wages</i>	Rs.4.50 Lacs
b).	1/2 scale wages	Rs.3.00 Lacs
c).	1/3rd scale wages	Rs.2.00 Lacs..."

21. It is not disputed by the respondent/bank that the petitioner falls in the category of a subordinate staff, therefore, ordinarily, the legal heirs would be entitled to a sum of Rs.6 Lakhs. For the first time, the respondent/bank claims in the report dated 05.09.2012 that, the petitioner was a permanent part time subordinate staff and hence, if the SBBJ Scheme was made applicable to her, under clause 10(iii)(a), the petitioner would be entitled to 3/4th scale wages i.e., a maximum exgratia amount of Rs.4.50 Lakhs.

22. The report dated 05.09.2012, however, seeks to apply clause C of the revised SBBJ Scheme alongwith clause 10 of the SBBJ Scheme i.e., the old scheme and accordingly, offers to pay 50% of Rs.4.50 Lakhs, which is a sum of Rs.2.25 Lakhs. This, as is now clearly conceded by the respondent /bank was

completely wrong. For the sake of completeness, clause C of the revised SBBJ Scheme is extracted hereinabove :-

".. C. PAYMENT OF MINIMUM EX-GRATIA AMOUNT OF 50% OF ELIGIBILITY TO ALL PAST CASES REJECTED ON PENURY GROUNDS

a minimum ex-gratia amount of 50% of the cadre wise eligibility will be paid to all past cases declined / rejected on account of not fulfilling the penury norms as under :-

Cadre	Max.Ex-Gratia (A) Rs. in Lakhs	Min. Amt. of Ex-Gratia (B) Rs. in Lakhs
Supervising Staff	Rs.8 Lacs	Rs.4 Lacs
Clerical Staff	Rs.7 Lacs	Rs.3.5 Lacs
Subordinate Staff	Rs.6 Lacs	Rs.3.00 Lacs

(i). The scheme will be applicable to all cases declined on account of not fulfilling penury norms of monthly income less than 60% of last drawn salary net of taxes w.e.f. 20.12.2005, the date on which the scheme for payment of ex-gratia lumpsum amount was implemented by the bank.

(ii).The penury norms shall be applicable as per the scheme prevalent at the time of death of the employee."

23. As would be noticed, against the subordinate staff the maximum exgratia amount payable is Rs.6 Lakhs and 50% would be Rs.3 Lakhs. There is no reference to the 3/4th scale of wages in the Revised SBBJ Scheme as is mentioned in clause 10(iii)(a) of the SBBJ Scheme i.e., the old scheme. Therefore, the petitioner is either entitled to Rs.6 Lakhs under the SBBJ Scheme i.e., the old scheme or Rs.3 Lakhs under the Revised SBBJ Scheme.

23.1 In my view, this stand of the respondent/bank cannot be accepted as nowhere in their earlier counter affidavit or sur-rejoinder, was this aspect even

adverted to, though the averment in paragraph 1 of the petition was that the petitioner was employed with the respondent/bank on 29.12.1984 and was accorded an employment code no.0147756. Thus the stand of the respondent/bank that the deceased husband of the petitioner was a permanent part time subordinate staff is clearly an after-thought. The respondent/bank cannot be allowed to spring a surprise on the petitioner at the fag end of the proceedings contrary to their earlier stand.

24. In my opinion, the petitioner should be paid the maximum exgratia amount under the SBBJ Scheme i.e., the old scheme applicable to a subordinate staff being an amount of Rs.6 Lakhs. The petitioner would in addition be entitled to interest at the rate of 12% p.a. w.e.f. the date on which the amount was payable i.e., 03.01.2006. It is ordered accordingly. The said amount will be payable to the petitioner within four weeks from today, failing which interest would run thereafter at the rate of 15% p.a. Furthermore, costs will follow the result.

25. The writ petition is, accordingly, disposed of.

RAJIV SHAKDHER, J

DECEMBER 21, 2012

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