

IN THE HIGH COURT OF TRIPURA
AGARTALA

W.P.(C) No.380 of 2025

1. **Sri Rati Ranjan Debbarma**
S/O-Lt. Gouranga Debbarma, R/O-
Takarjala, Thaipalock Para, P.O and P.S-
Takarjala, District - Sepahijala Tripura,
Pin-799102
2. **Sri Monoranjan Bepari,**
S/O- Lt. Khirode Ch. Bepari, R/O- Ujan
Abhoynagar, Agartala, P.O - Ujan
Abhoynagar, P.S-New Capital Complex,
District-West Tripura, Pin-799005
3. **Sri Narayan Ch. Deb,**
S/O- Lt. Sudhin Ch. Deb, R/O- Noagaon,
Krishnanagar, Sheetla Bari, Agartala,
P.S- NCC, P.O- Noagaon, Krishnanagar,
District- West Tripura, Pin-799006
4. **Sri Hemendra Debbarma,**
S/O- Lt. Nilmohan Debbarma, R/O-
Gamchakobra Para, P.O Boudhjung
Nagar, P.S- Lefunga, District- West
Tripura, Pin-799210. Age-61 years,
5. **Sri Barunendu Bhattacharya,**
S/O- Lt. Bimalendu Bhattacharya, R/O-
Natunpatti, Land-5, Dharmanagar, P.O
and P.S- Dharmanagar, District-North
Tripura, Pin-799250

..... **Petitioner(s)**

- V e r s u s -

1. **Tripura Tribal Areas Autonomous District Council**
to be representation by the Chief
Executive Officer, Tripura Tribal Areas
Autonomous District Council (TTAADC),
Khumulwng, West Tripura, PIN – 799035

2. **The Chief Executive Officer,**
Tripura Tribal Areas Autonomous District
Council (TTAADC), Khumulwng, West
Tripura, PIN – 799035
3. **The Executive Officer (Admn.),**
Tripura Tribal Areas Autonomous District
Council (TTAADC), Khumulwng, West
Tripura, Pin- 799035
4. **The Principal Officer (Edn.),**
Tripura Tribal Areas Autonomous District
Council (TTAADC), Khumulwng, West
Tripura, Pin-799035
5. **The Inspector of Schools,**
Watloktwithu, (TTAADC), P.O- Barkathal,
Sub-Division- Mohanpur, West Tripura,
Pin- 799221
6. **The Secretary,**
District Council, Tripura Tribal Areas
Autonomous District Council,
Khumulwng, Jirania, Tripura-799035
(TTAADC),
7. **The Principal Accountant General (A and E),**
Bholagiri, Agartala, West Tripura.
8. **The Sr. Account Officers,**
office of the Accountant General (A and
E), Bholagiri, Agartala, West Tripura

..... Respondent(s)

For the Petitioner (s)	:	Mr. P. Roy Barman, Sr. Adv. Mr. S. Bhattacharjee, Adv. Ms. A. Debbarma, Adv.
For the Respondent (s)	:	Mr. B. Debbarma, Adv. Mr. A. Chakraborty, Adv.

Date of hearing & delivery of : **28.11.2025**
Judgment & Order

Whether fit for reporting	:	<table><tr><td>YES</td><td>NO</td></tr><tr><td>☐</td><td>☐</td></tr></table>	YES	NO	☐	☐
YES	NO					
☐	☐					

HON'BLE MR. JUSTICE S.DATTA PURKAYASTHA

JUDGMENT & ORDER (ORAL)

Heard Mr. P. Roy Barman, learned senior counsel appearing for the petitioners. Also heard Mr. B. Debbarma, learned counsel appearing for the respondent Nos.1 to 6 and Mr. A. Chakraborty, learned counsel appearing for the respondent Nos.7 & 8.

[2] The common grievances of the petitioners are that they were working under Tripura Tribal Areas Autonomous District Council (*the TTAADC*, in short) in different posts and all of them went on superannuation in the year 2024 but despite the same, they have not received the amounts payable as Gratuity, Leave Encashment, Group Insurance benefits, even their pensions were also not released to them and therefore, this writ petition has been filed seeking the following directions:

[i] Issue Rule upon the Respondents to show cause as to why writ in the nature of Mandamus and/or order/orders and/or direction/directions of like nature shall not be issued whereby directing the Respondents to release regular monthly pension, to cause full and final payment of gratuity, leave encashment benefit, commutation of pension, group insurance benefits etc. to the petitioners with interest for deferred payment w.e.f. one month from the date of retirement of each of the petitioners till such payments are made.

(ii) Make the rule absolute.

(iii) call for records.

[3] Some relevant facts pertaining to each of the petitioners are highlighted in the below noted paragraphs:

(i) The petitioner No.1 initially joined as Kokborok Teacher on 05.12.1997 and finally went on superannuation on 31.10.2024 from the post of Headmaster (PRY).

(ii) The petitioner No.2 initially joined as Assistant Teacher on 05.01.1990 and finally went on superannuation on 31.08.2024 from the post of Headmaster (PRY).

(iii) The petitioner No.3 initially joined as Peon on 11.09.1984 and finally went on superannuation on 31.08.2024 from the same post.

(iv) The petitioner No.4 initially joined to the post of Assistant Teacher on 15.01.1990 and finally went on superannuation on 31.05.2024 from the post of Headmaster (PRY).

(v) The petitioner No.5 initially joined as Agriculture Assistant on 01.08.1992 and finally went on superannuation on 31.10.2024 from the post of Agriculture Officer.

[4] The respondent Nos.1 to 6, who are the employer of the said petitioners, by their counter affidavit and also by filing another additional counter affidavit, stated that the amount of gratuity, leave encashment and arrears pension had already been released in the month of July, 2025. The breakups under which

such benefits were given to each of the petitioners, as reflected in their said additional affidavit, are also reproduced hereunder:

Name of the petitioner	Retirement gratuity	Commutation of pension	Leave Salary	Grant Total
Sri Rati Ranjan Debbarma	Rs.9,70,000/-	Rs.13,45,128/-	Rs. 8,55,000/-	Rs.31,70,128/-
Sri Manoranjan Bepari	Rs.10,00,000/-	Rs.13,05,796/-	Rs.8,30,000/-	Rs.31,35,796/-
Sri Narayan Chandra Deb	Rs.6,97,950/-	Rs.8,31,855/-	Rs.5,28,750/-	Rs.20,58,555/-
Sri Hemendra Debbarma	Rs.10,00,000/-	Rs.13,05,796/-	Rs.8,30,000/-	Rs.31,35,796/-
Sri Barundendu Bhattacharya	Rs.10,00,000/-	Rs.12,31,067/-	Rs.7,82,500/-	Rs.30,13,567/-

[5] The exact dates of such disbursements of the said amount however are not disclosed by the said respondents.

[6] During hearing, Mr. Roy Barman, learned senior counsel submits that these benefits are not merely a bounty to the petitioners, rather it is their right which they have derived from their sacrifice and hard labour done while discharging their duties and therefore, despite the delayed payment that has been made on the above said counts, except Group Insurance benefits, the petitioners are entitled to receive interests on the sums already paid to them. Mr. Roy Barman, learned senior counsel further submits that no satisfactory reason has been assigned by above said respondents as to why such delayed payment was made.

[7] Mr. Roy Barman, learned senior counsel relies on a decision of the Supreme Court in a case of **State of Uttar Pradesh and others vs. Dhirendra Pal Singh, (2017) 1 SCC**

49 wherein at paragraph No.9 it was observed by the Hon'ble Supreme Court that pension and gratuity are no longer any bounty to be distributed by the Government to its employee on the retirement but are valuable rights in their hands and any culpable delay in disbursement thereof must be visited with the penalty of payment of interest.

[8] Learned senior further relies on another decision of the Supreme Court in a case of **S.K. Dua vs. State of Haryana and another, (2008) 3 SCC 44**, wherein at paragraph No.14, while dealing with the aspect of granting interest on such delayed payment of retiral benefits, the Apex Court held as under:

14. In the circumstances, *prima facie*, we are of the view that the grievance voiced by the appellant appears to be well-founded that he would be entitled to interest on such benefits. If there are Statutory Rules occupying the field, the appellant could claim payment of interest relying on such Rules. If there are administrative instructions, guidelines or norms prescribed for the purpose, the appellant may claim benefit of interest on that basis. But even in absence statutory rules, administrative instructions or guidelines, an employee can claim interest under Part III of the Constitution relying on Articles 14, 19 and 21 of the Constitution. The submission of the learned counsel for the appellant, that retiral benefits are not in the nature of "*bounty*" is, in our opinion, well founded and needs no authority in support thereof. In that view of the matter, in our considered opinion, the High Court was not right in dismissing the petition in limine even without issuing notice to the respondents.

[9] Mr. B. Debbarma, learned counsel appearing for respondent Nos.1 to 6, also admits their liability regarding payment of such post-retiral benefits to the petitioners. But learned counsel submits that due to severe financial constraint,

such amount could not be paid in time. However, as soon as the writ petition was filed, immediately the above said payments were made.

[10] Mr. Debbarma, learned counsel also refers to the connected petition, bearing No.I.A. No.01 of 2025, filed by his clients praying for adding the State of Tripura as a party on the ground that the source of funds of the TTAADC comes from the State Government and due to the delayed release of the funds, they have not been able to meet such payment. Therefore, the State Government may also be made a party in this writ petition.

[11] This Court, however, is not convinced by such prayer, for the reason that the dispute involved in this writ petition is between the employer and the employee regarding delayed disbursement of their post-retiral benefits and there is no grievance agitated by the present writ petitioners against the State Government. In this writ petition, the fiscal relationship between the State Government and the TTAADC, if any, is not an issue here. It is for the employer to gather the funds from its known source, following the due procedure and there is no prayer for examine the chapter of delayed release of fund, if any, by the State Government. Therefore, the prayer as made in I.A. No.01 of 2025 is rejected.

[12] So far as the claims of the writ petitioners are concerned, the said claims are not disputed by the above said contesting respondents. It is a fact that an employee on his retirement is entitled to receive all the post-retiral benefits to which he is entitled in accordance with the relevant rules and law. Here, the claim of the petitioners is now confined only to the benefit of interest to be paid on the amount of gratuity, leave encashment, arrear pension and commutation of pension, which were already received by them in a delayed manner, and also for issuance of a direction to the respondents No.1 to 6 for making payment of benefits under the Group Insurance Scheme.

[13] Mr. Debbarma, learned counsel regarding the claim of Group Insurance submits that it is for the LIC to make the payment and not the TTAADC. He admits that this plea is not raised in the counter affidavit. More so, it is also not clarified by the above said respondents as to how the LIC is involved in this process. Therefore, such plea is also not acceptable.

[14] In view of the above discussions, it is held that the respondent Nos.1 to 6 are under legal responsibility to pay interest on the amount of gratuity, leave encashment, arrear pension and commutation of pension as have been disbursed to the petitioners. Therefore, the respondent Nos.1 to 6 are directed to make a payment of interest @7% p.a. on the amount of gratuity, leave encashment, arrear pension and commutation of

pension to the petitioners computing for the period after 30 days of their respective date of retirement till the payment is made. So far the claims for benefits under Group Insurance are concerned, the respondents No.1 to 6 are directed to take necessary steps immediately to provide such benefits to the petitioners, preferably within 3(three) months from the date of receipt of copy of this judgment.

With such observations and direction, this writ petition is allowed and accordingly, disposed of.

Pending application(s), if any, also stands disposed of.

JUDGE



SUJAY GHOSH

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