

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

WRIT PETITION NO.10054 OF 2014

1. Shubhangi Bhalchandra Gadgil
aged 60 years, R/o. Banglow No.2,
Patil Nest, Anandvalli Shivar,
Near Navshya Ganpati Temple,
Gangapur Road, Nashik,
Dist – Nashik – 422 005
.....Petitioner

Versus

1. Central Hindu Military Education Society
Through its General Secretary,
Having its office at : Rambhoomi,
Bhonsala Bhavan, Dr. Moonje Marg,
Nashik – 422 005
2. Bhonsala Military College
Through the Principal, Rambhoomi,
Bhonsala Bhavan, Dr. Moonje Marg,
Nashik – 422 005
3. Joint Director of Higher Education,
(Pune Region), Having his office at
Dr. Babasaheb Ambedkar Road,
Near Sant Mathew Marathi Church,
Opp. Red Temple, Pune – 411 001
4. University of Pune
Through its Registrar, Having Office
at Pune University Campus,
Ganeshkhind, Pune – 411 007
5. State of Maharashtra
Through the Secretary, Department
of Higher Education, Mantralaya,
Annexe, Mumbai - 32
.....Respondents

Mr. Mihir Desai, Senior Advocate i/b. Mr. Sarnath S. Pramod
for the Petitioner.

Mrs. P.N. Diwan, AGP for Respondent Nos.3 and 5- State.

**CORAM : RAVINDRA V. GHUGE
&
ABHAY J. MANTRI, JJ.**

DATE : 23rd JANUARY, 2026

ORAL JUDGMENT (PER : RAVINDRA V. GHUGE, J.)

1. This Petition was admitted on 10.10.2017.
2. Considering the pleadings and prayers, Respondent Nos. 1 and 2, appear to be formal parties.
3. The Petitioner has put forth prayer clauses (a) and (b), as under :

“a) For a Writ of Mandamus or writ, order or direction in the nature of mandamus or for any other appropriate writ, order or direction, directing the Respondents No.3 and 5 to release the retirement dues of the Petitioner including pension and gratuity on the basis of her last drawn salary and without insistence of any amount towards recovery and with interest @18% p.a. from 01/07/2013 and with a further direction to Respondents No.1 and 2 to follow up with the Office of the Joint Director to ensure release of these dues at the earliest;

b) For a Writ of Mandamus or writ, order or direction in the nature of mandamus or for any other appropriate writ, order or direction, directing Respondents No.1 and 2 to pay to the Petitioner the arrears of sixth pay commission deposited with them;”

4. The learned Senior Advocate representing the Petitioner who is present in the Court Hall, submits on instructions, that the college issued a communication dated 22.04.2016 and released the difference of salary considering the recommendations of the 6th Pay Commission for an amount of Rs. 3,72,801/- by two cheques, both dated 29.03.2016, drawn on Bank of Maharashtra, College Campus Branch. The details of such payment are at page No. 105. The learned Senior Advocate for the Petitioner further submits that the Petitioner has no grievance against the college and institution, more so for the reason that the interest amount on arrears of Rs.10,583/-, was paid by the college vide communication dated 20.10.2014.

5. In view of the above, prayer clause (b) is worked out.

6. Insofar as prayer clause (a) is concerned, the Petitioner had sought release of retirement dues, which included gratuity, pension, and interest at the rate of 18% from 01.07.2013 till the amounts were actually paid, when this Petition was filed.

7. The learned Senior Advocate further submits that the Petitioner was called upon to tender an undertaking dated 16.03.2016 to the Deputy Director of Higher and Technical Education stating that she would not claim interest on her retirement dues. The same is at page No. 95. This is denied by the State on the ground that the Petitioner herself came forward and voluntarily decided to acquiesce her claim for interest and, therefore, interest was not paid.

8. We find that the Deputy Director of Higher and Technical Education had raised an objection to the payment of retirement dues of the Petitioner vide order dated 14.08.2014, at page No. 67, stating that there were certain discrepancies with regard to the advertisement issued by the management while recruiting the Petitioner.

9. On facts, we find that the Petitioner joined as a Part-Time Lecturer in Marathi on 09.07.1991. The University granted approval vide order dated 16.12.1991 for a period of six months. A further extension of approval for six months was granted on 22.04.1992. After an advertisement was published on 17.06.1992 for filling up the post of Lecturer in Marathi (Full-Time), the Petitioner appeared for the interview on 02.08.1992 and was appointed as a Full-Time Lecturer on 11.08.1992. The University approved her appointment vide order dated 17.03.1993 with effect from 11.08.1992.

10. The Petitioner started receiving the Full-Time salary scale from 11.08.1994, by order of the management dated 07.09.1996. She was placed in the Senior Scale after completing seven years of service, with effect from 27.07.1998. The management forwarded the proposal for pay fixation on 28.02.2000, and the Joint Director granted the pay scale in the pay band of Rs. 8,000-225-13,500 with effect from 01.10.1996. The Petitioner became an Assistant Professor through the Career Advancement Scheme (CAS) and was placed in the relevant pay scale on 27.07.2006. The Petitioner

tendered an option form in accordance with the Government Resolution of the Higher and Technical Education Department dated 12.08.2009, thereby electing for the revised pay scale of the post of Associate Professor with effect from 01.01.2006.

11. Vide letter dated 25.09.2012, the management of the Petitioner sought to recover an amount of Rs. 7,50,439/-. The learned Senior Advocate submits that the said issue has now been closed by the management. He further submits that the Petitioner started receiving pension from April 2016 and that all arrears from 01.07.2013 to March 2016, were paid in April 2016 without interest.

12. The learned AGP has strenuously canvassed that there is no prayer for interest against the State. The additional affidavit tendered by the Petitioner dated 10.10.2017, more particularly paragraph 10 thereof, indicates that the Petitioner has blamed the management for deliberately causing hurdles in the payment of salary as well as retirement benefits. It is submitted that the delay caused grave consequences in her life and that she suffered tremendous mental pressure and torture. Therefore, no interest is leviable upon the State. She further

refers to paragraph 11 of the Petitioner's additional affidavit and submits that the letter written by the Petitioner to the Respondent-State indicates that there is no claim against the Office of the Joint Director. However, she does not waive her claim of interest against the Respondent-Management. She, therefore, prays that the Petition be dismissed.

13. We find that it was the Joint Director of Higher and Technical Education who listed out objections as grounds for non-payment of gratuity and retirement benefits, after the retirement of the Petitioner and after she had put in more than 20 years of service. It is the same office which, three years down the line, cleared the entire retirement benefits of the Petitioner along with gratuity, without dealing with the said objections. Therefore, the question would be as to why did the said authority block the payment, if those objections were subsequently ignored.

14. Having retired on 30.06.2013, the arrears of pension and gratuity were paid to the Petitioner in April 2016 by the same office. In the impugned order dated 14.08.2014,

the Deputy Director of Higher Education does not even whisper that the management which appointed the Petitioner had not tendered proposals for seeking clearance of pensionary benefits and gratuity. When this was never an objection and when the delay was never attributed by the State to the management, we are unable to accept the submissions of the learned AGP that the delay in payment was on account of the management.

15. Though the learned AGP has relied upon the pleadings in the additional affidavit, we do not find any ground, either set out by the State or appearing from the record before us, to attribute such delay to the management. On the contrary, the record indicates that the State withheld the retirement benefits and pension and that the State itself cleared the entire benefits in April 2016, without a murmur.

16. After the Petitioner retired on 30.06.2013, it appears that the pension papers reached Respondent No. 3, as is indicated from the reference letters of the management dated 29.11.2013, 25.02.2014, and 05.08.2014 regarding

clearance of the Petitioner's benefits. Even thereafter, the State declined to release the retirement benefits vide impugned communication dated 14.08.2014.

17. In view of the above, while considering prayer clause (a), wherein the Petitioner has specifically claimed retirement dues including pension and gratuity on the basis of last drawn salary from Respondent Nos. 3 and 5, the Petitioner has claimed interest from 01.07.2013.

18. Since we find that after the State passed the order dated 14.08.2014 withholding the retirement benefits and since the State itself cleared the outstanding dues of the Petitioner in April 2016, we deem it appropriate to grant statutory interest at the rate of 10% on the gratuity amount for the period from 01.08.2013 (i.e., 30 days after retirement, when gratuity becomes payable) till 31.03.2016, as the gratuity was paid in April 2016.

19. The learned AGP submits that insofar as the pension amount is concerned, an additional affidavit dated

10.10.2017 has been filed by the Petitioner waiving her claim for interest on the delayed payment of pension from the State, and that the Petitioner would press the said claim independently against the management. This is in tune with the undertaking dated 16.03.2016 tendered by her to Respondent no. 3.

20. In view of the above, **the Writ Petition is partly allowed** to the extent of interest on gratuity, as noted above. Insofar as the claim for interest on the pension amount is concerned, since the Petitioner has tendered an affidavit declaring that she does not seek interest on delayed payment of pension from the State and intends to press the same against the management, the Petitioner would be at liberty to avail of appropriate proceedings in accordance with law.

21. **Rule is made partly absolute** in the above terms.

(ABHAY J.MANTRI, J.)

(RAVINDRA V. GHUGE, J.)