

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.3815 of 2015

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Durga Sharan Singh, S/o Late Dhup Narayan Singh, resident of - Purab Tola, P.O. + P.s.- Kahalgaon, District- Bhagapur, Superannuated as Reader in the subject of Chemistry from S.S.V. College Kahalgaon, under T.M. Bhagalpur University Bhagalpur.

.... Petitioner/s

Versus

1. The State of Bihar.
2. The Director, Higher Education, Government of Bihar, Patna
3. The Vice-chancellor, T.M. Bhagalpur University, Bhagalpur.
4. The Registrar, T.M. Bhagalpur University, Bhagalpur.
5. The Finance officer, T.M. Bhagalpur University, Bhagalpur.
6. The Principal, S.S.V. College, Kahalgaon, Bhagalpur.

.... Respondent/s

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Appearance :

For the Petitioner/s : Mr. Shashi Bhushan Singh, Advocate

For the Respondent/s : AC to GA 6.

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CORAM: HONOURABLE MR. JUSTICE MIHIR KUMAR JHA
ORAL JUDGMENT

3 16-04-2015 Heard learned counsel for the parties.

2.Having regard to the fact that the petitioner has moved this Court only with his limited grievance of part payment of the amount of Leave Encashment and Group Insurance and that the respondents have explained in the counter affidavit to have made full payment of the amount on both the aforesaid heads in the following words:

"4. That with regard to the earn leave encashment, as claimed it is respectfully and humbly submitted that it was found that 88 days more, in addition to 136 days of unavailed leave, is admissible to the petitioner for encashment. Accordingly, a sum of Rs. 3,70,070/- for 88 days of unveiled leave was paid to him vide Cheque No. 663988 dated 13.04.2015.

5. That with regard to the claim of interest of G.I.C., it is



humbly and respectfully submitted that as per the norms, the payment of interest is calculated @ 4% Simple Interest for the period from January 1986 to August 2002 as admissible. Hence, the interest claim of the petitioner has been calculated as per the norms and a sum of Rs. 426 plus Rs. 21021/- i.e. a sum of Rs. 21,447 was found payable as total interest, which has been paid to him with his deducted contribution amounting to Rs. 37,887/- vide Cheque No. 215837 dated 13.04.15. The deponent crave leave of this Hon'ble Court to bring on record the chart showing how calculation was made for the kind perusal and appreciation of this Hon'ble Court."

this Court, in absence of any further detail in the writ application or even by way of rejoinder to the counter affidavit, as to how the petitioner will be entitled for any further amount of Leave Encashment and Group Insurance must dispose of this writ application by holding that whatever amount was found admissible and payable to the petitioner on the head of the Leave Encashment and Group Insurance etc. has already been paid.

3. If, however, the petitioner can still lead evidence of deduction of amount of Group Insurance after the period of 2002, nothing said in this order shall come in the way of the University in looking into the said grievance of the petitioner and take a decision in accordance with law and also make payment of remaining amount her the head of group insurance.

4. Let it be made clear that the petitioner now, in the event of non-payment of amount of Group Insurance being

claimed by him, will have liberty to move this Court only for this relief, namely, in the matter of remainder payment of Group Insurance. In other words, the other retirement benefits already paid to the petitioner, he cannot now move this Court in respect of any of them.

5. With the aforementioned observation and direction, this writ application is disposed of.

(Mihir Kumar Jha, J)

Sujit/-

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