

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.9454 of 2011

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Dr. Brahmdeo Sah, son of late Janadi sah, resident of Mohalla Vijay Nagar, Road
No. 2 (Hanuman Nagar), P.S. Patrakar Nagar, Patna 26

.... Petitioner/s

Versus

1. The State of Bihar through the Secretary Human Resources Development
Department, Government of Bihar, Patna.
2. The Magadh University, through the Vice Chancellor, Bodh Gaya.
3. The Registrar, Magadh University, Bodh Gaya
4. The Finance Officer, Magadh University, Bodh Gaya

.... Respondent/s

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Appearance :

For the Petitioner : Mr. Samir Kumar Sinha with
Mr. Sunil Prasad, Advocates

For the State : Mr. Anil Kr Uapdhay SC20

For the University : Mr. Bhaskar Shankar, Advocate

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CORAM: HONOURABLE MR. JUSTICE AHSANUDDIN AMANULLAH

ORAL JUDGMENT

Date: 22-09-2015

Heard learned counsel for the parties.

The dispute boils down to the issue as to whether the
University has correctly paid 5% interest on delayed payment of
G.P.F. to the petitioner.

Learned counsel for the petitioner submits that as per the



order of the Court earlier in C.W.J.C. No. 6076 of 2002, the University was required to calculate the amount of interest on the unpaid amount of Provident Fund and then pay the same. Learned counsel submits that the said interest to be payable on the delayed payment was also to be the same as what was admissible for that year on the amount of G.P.F. outstanding in the account of the petitioner and not a flat rate of 5 % interest.

Learned counsel for the University has filed counter affidavits in which it has been shown that varying rates of interest have been calculated for the years when the account was operative and after that since the payment was made belatedly to the petitioner, a flat rate of 5 % interest has been paid for the period of delay. It is submitted that the actual varying rates of G.P.F. have been paid to the petitioner for the relevant years at the rates prescribed/decided by the competent authority. It is submitted that in that background, the interpretation by the petitioner to the order of the High Court of paying interest over and above what has already been prescribed and paid on the principal amount to be equal to the interest payable on the principal deposit is not tenable either on facts or in law, moreso in view of the fact that initially the principal amount did carry interest at the prescribed rate varying from 8% to 11%. It is submitted that though the rate of interest on the savings bank account is not constant

and sometimes even less than 5% also, still the University has paid flat 5% interest on the delayed payment on the total amount paid to the petitioner.

Upon considering the facts and circumstances of the case and submissions of learned counsel for the parties, the Court does not find any fault in the mode of calculation and payment made by the University to the petitioner with regard to his G.P.F. claims.

Accordingly, the writ application stands disposed off.

(Ahsanuddin Amanullah, J)

Anjani/-

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