

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No. 17344 of 2011

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Kedar Nath Gupta Son Of Harishankar Pd. Sahu Resident Of Kalibagh Betia, Near
House No. - 3, West Champaran.

.... Petitioner/s

Versus

1. The Chairman, North Bihar Gramin Bank Head Office Sharma Complex,
Kalambagh Chouk , Muzaffarpur.
2. The Chief Manager "Prs" Uttar Bihar Gramin Bank, Muzaffarpur.
3. The General Manager (Prs) Uttar Bihar Gramin Bank, Muzaffarpur.
4. The Senior Manager (Prs) Uttar Bihar Gramin Bank Muzaffarpur.
5. The Regional Manager, Regional Office, Bettiah.

.... Respondent/s

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Appearance :

For the Petitioner/s : Mr. Ajay Kumar Tiwary, Advocate
For the Respondent/s : Mr. Prashant Vedasen, Advocate
Mr. Subhash Chandra Bose, Advocate

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CORAM: HONOURABLE MR. JUSTICE AHSANUDDIN AMANULLAH
ORAL JUDGMENT

Date: 02-09-2015

Heard learned counsel for the parties.

Learned counsel for the petitioner submits that as of now he is aggrieved with non-payment of interest on gratuity, leave encashment and further non-payment of the suspension period, i.e., from 30.6.2007 to 28.3.2008 as well as the third stagnation increment. It is also prayed that the interest charged by the bank on account of overdraft on his account at the time of his retirement for the period beyond his superannuation either to be refunded or in the alternative he may be granted interest on such amount for the reason that there were payable dues to the petitioner lying with the bank on the date of

his superannuation which ought to have been adjusted in his overdraft account and thus there was no fault on the part of the petitioner for non-adjustment of such dues on which the bank has charged interest even after his superannuation.

Learned counsel for the bank is unable to convince the Court as to why payment of interest on gratuity, leave encashment and group insurance be not granted to the petitioner. However, with regard to non-payment during the period of suspension, it is submitted that the petitioner is not entitled to any payment on the principle of “no work no pay” as admittedly he was in custody in a criminal case. It is further submitted that the stagnation increment has been paid and statement made in the counter affidavit has not been rebutted by the petitioner.

Considering the facts and circumstances of the case, submissions of the learned counsel for the petitioner and the decision of the Hon’ble Supreme Court in the case of **D.D. Tewari v. Uttar Haryana Bijli Vitran Nigam Ltd.** reported in **(2014) 8 SCC 894**, this Court finds that the petitioner has made out a case for payment of interest on gratuity, leave encashment, group insurance and refund of the adjusted amount of interest over the COD amount for the post retirement period.

Accordingly, the application stands disposed off with a

direction to the respondents no. 2 and 3 to pay interest @ 9% per annum simple interest on gratuity and leave encashment from the date it became due till its payment and statutory interest on group insurance. The petitioner shall also be paid the amount of interest adjusted on the COD amount for the period beginning from 1.1.2009 till the date such interest was charged. The same shall be paid to the petitioner within six weeks from today on production of a copy of this order before the respondents no. 2 and 3. So far payment of emoluments of the suspension period is concerned, this Court does not find any error in the stand of the respondent-bank that the petitioner is not entitled to the same on the principle of “no work no pay.”

(Ahsanuddin Amanullah, J)

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