

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.5638 of 2015

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1. Shiya Shankar Choudhary son of late Nand Kishore Choudhary, resident of Village Lagma (Rambhadrapur) P.S. Tardih District Darbhanga.

.... Petitioner/s

Versus

1. B. N. Mandal University Madhepura through its Registrar.
2. Vice Chancellor, B.N. Mandal University, Madhepura.
3. Registrar, B.N. Mandal University Madhepura.
4. Finance Officer, B.N. Mandal University, Madhepura.
5. State of Bihar through the Chief Secretary Government of Bihar, Patna.
6. Principal Secretary, Human Resources Development Department, Government of Bihar, Patna.

.... Respondent/s

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Appearance :

For the Petitioner/s : Mr. Binodanand Mishra, adv.
For the Respondent-State : Ms. Divya Verma, A.C. to AAG-3
For the Respondent-University: Mr. Mithilesh Kumar Rai, adv.

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CORAM: HONOURABLE MR. JUSTICE SHIVAJI PANDEY
ORAL JUDGMENT
Date: 09-05-2016

1. Heard learned counsel for the petitioner, learned counsel for the State and learned counsel for the University.

2. As per the claim of the petitioner during the pendency of this writ application, save and except, leave encashment, gratuity and part payment of Group Insurance and interest thereon, all other payments have already been made to the petitioner, but learned counsel for the University submits that entire payment of Group Insurance including the interest thereon has been made to the petitioner upto the date of superannuation and in support of his

statement he annexed a chart showing the calculation of the Group Insurance amount as well as the interest thereon.

3. In stead of going to the controversy of part payment of Group Insurance, it will be proper to direct the Registrar of the respondent-University to pay the entire amount of retrial dues to the petitioner, if the same has not been paid to the petitioner.

4. As per the claim of the petitioner the interest has been calculated upto the date of retirement, but in stead of that it should be calculated upto the date of actual payment. The petitioner is right. The amount of Group Insurance will carry the interest upto the date of actual payment and as such the University is directed to make payment of interest upto the date of actual payment to the petitioner.

5. So far as the amount of gratuity is concerned, as per the claim of the petitioner the same has been paid to him, but no interest has been granted on the said amount.

6. As per the learned counsel for the University the petitioner has been paid the amount of gratuity and leave encashment on the date of retirement and has also paid the enhanced amount of gratuity in terms of the subsequent scheme which has been made applicable to the teachers of the University.

7. In such view of the matter, this Court is of the view that whatever the payment has been made to the petitioner, it will not be carried any further interest, but certainly, the enhanced amount of gratuity and leave encashment will carry interest upto the date of actual payment. Therefore, the respondent-University is directed to pay simple interest at the rate of 5% per annum on the enhanced amount of gratuity and leave encashment.

8. Though, the learned counsel for the petitioner has placed reliance on the order of C.W.J.C. No.10873 of 2015 and claiming that the petitioner is also entitled for the same benefit. However, this Court is of the view that the aforesaid order will not be applicable to the present case as in that case not a single farthing towards retrial benefits was paid to the petitioner, but it is not so in the present case.

9. With the observations and directions, this writ application is disposed of.

(Shivaji Pandey, J)

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