

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD**

WRIT PETITION NO.8091 OF 2014

Dnyandevo s/o. Ramji Bade,
Age: 69 Yrs. Occu. Nil [Pensioner],
R/o. Udogaanand Apartment,
Garkheda Parisar, Aurangabad

PETITIONER

VERSUS

- 1] The Chief Executive Officer,
Z.P. Parbhani Dist. Parbhani
- 2] The Chief Accountant and
Finance Officer Z.P., Parbhani
Dist. Parbhani
- 3] The Administrator
Command Area, Development Authority,
Purna Jayakwadi Project,
Near Seven Hill, Aurangabad
- 4] The Divisional Joint Director of
Agriculture, Near Kranti Chowk,
Aurangabad
[Respondent Nos.3 and 4
amended as per Court's Order
Dtd.12.10.2015]

RESPONDENTS

...

Mr. Dnyandevo Ramji Bade, Party in person
Mr. A.G.Magre, AGP for Respondent / State
Mr. Anup R. Nikam, Advocate for Respondent Nos.1 & 2

...

**CORAM: S.S.SHINDE &
P.R.BORA, JJ.**

Reserved on : 21.01.2016
Pronounced on: 16.02.2016

JUDGMENT: [Per S.S.Shinde, J.]:

1] This Petition is filed with following prayer:

B) Writ of mandamus or any other writ directing respondent to considered claim of petitioner in respect of interest of G.P.F. amount as early as possible

B1) hold and declare that, the communication dated 1.8.2013, 31.7.2013 is illegal and therefore, petitioner title for further interest on the G.P.F. Amount and be direct to pay the said amount to the petitioner.

2] The petitioner, who is party-in-person, submitted that, the petitioner was initially appointed as an Agricultural Assistant in Zilla Parishad, Parbhani. He worked from 1970 to 1976 in Zilla Parishad, Parbhani. He was transferred from Zilla Parishad, Parbhani, to the State Government under CADA i.e. Commandered Area Development Authority Purna Jaikwadi Project Aurangabad. It is further submitted that, during the initial service of the petitioner in Zilla Parishad, Parbhani, the first GPF No.4816 was given by the Zilla Parishad, Parbhani. Upon transfer of the petitioner under CADA, another GPF No.43222 was given to the petitioner. The petitioner received GPF amount

from the State Government and Zilla Parishad, Parbhani. It is submitted that, the petitioner has not received interest on the GPF amount from the Zilla Parishad for the period from 1976 to 1st December, 2008. The petitioner filed written representation to the Zilla Parishad, Parbhani, on 13th May, 2004, as well as served the notice through an Advocate for the interest amount of GPF from Zilla Parishad, Parbhani. It is submitted that, the petitioner retired from service long back and his legitimate claim of the interest of GPF amount is due from the Zilla Parishad, Parbhani. On number of occasion, the petitioner visited the office of Zilla Parishad, and also gave written representation and requested for payment of interest on GPF amount from the respondents. However, the respondent failed to consider the claim of the petitioner. The petitioner filed Writ Petition No.222/2008 in the High Court. The said Writ Petition was heard for admission on 19th December, 2008. By way of an interim order, the direction was given to the respondent Nos.1 and 2 to pay the petitioner sum of Rs.2113/- with interest for a period of 6 months forthwith and 'Rule' was issued. It was observed in the said order that, in so far as other grievances of the petitioner are concerned, the same can be considered at

the stage of final hearing. It is submitted that, the Division Bench [Coram: S.B.Deshmukh & A.P.Bhangale, JJ.] of this Court heard Writ Petition on 30th April, 2013, and this Court directed the respondents in said Writ Petition to decide the representation of the petitioner dated 13th May, 2004, in accordance with the provisions of law on or before 30th September, 2013 and to communicate the said decision to the petitioner. Liberty was granted to the petitioner to avail appropriate remedy, in case he is aggrieved by such decision taken by the respondent. Thereafter, the petitioner filed Civil Application No.3756/2014. However, said Civil Application was disposed off by the Division Bench of this Court, granting liberty to file substantive proceedings for his grievance that, the interest has not been awarded to him for the late payment of his amount by the respondent Zilla Parishad. Therefore, the petitioner submits that, the Petition may be allowed.

3] In the present Writ Petition, the respondent Nos.1 and 2 have filed affidavit-in-reply. It is stated in the said affidavit-in-reply that, it is not disputed that, the petitioner was in service with respondent Zilla Parishad. The petitioner was appointed as Agricultural Assistant on

16.1.1970. It is also not disputed that, the petitioner joined the services of the State Government in Agriculture Department at Aurangabad from 31.3.1976. It means that, the petitioner resumed his services with the present respondent Zilla Parishad from 16.1.1970 to 31.3.1976.

4] It is further stated that, after his retirement from the service of the State Government, the petitioner applied for the General Provident Fund [G.P.F.], which was lying with his account in the year 2004. The petitioner had also filed Writ Petition No.222/2008 before this Court with prayer that, to direct the respondents to consider the claim of the petitioner in respect of General Provident Fund amount as claimed in the representation along with interest. The present respondent appeared in the matter and had filed affidavit in reply stating therein that, the respondent Nos.1 and 2 are ready to pay to the petitioner sum of Rs.2113/- with interest for a period of 6 months. After hearing the parties, this Court pleased to pass an order on 19th December 2008, by accepting the submission made in the affidavit by the present respondents. The respondent Nos.1 and 2 have placed on record the copy of order dated 19.12.2008 passed by this Court in Writ Petition No.222/2008 at Exhibit-R1.

5] It is further stated that, in view of the statement made in the affidavit in reply and the order dated 19.12.2008 passed by this Court, the present deponent settled the total amount of General Provident Fund of the petitioner of Rs.2,113/-, and the six months interest thereon of Rs.761/- i.e. total amount of Rs.2874/- by issuing Cheque bearing No. 165734 dated 16.7.2009, as per the provisions of Rule 11 (5) (a) of the Maharashtra Zilla Parishads General Provident Fund Rules 1966. The said communication letter in respect of payment of General Provident Fund to the petitioner issued by the present respondent on 01.08.2013 is at Page No.34 [Exhibit-F] to the Petition.

6] The learned counsel appearing for the respondent Nos.1 and 2 submits that, the petitioner is aggrieved with the interest amount on G.P.F. paid by the present respondent, and has filed the instant Writ Petition, claiming that as per amended Rule of 1966 and amended Rule 1998, there is no six months period for calculating the interest. He submits that, the Maharashtra Zilla Parishads General Provident Fund Rules, 1966, are made applicable to the case of the petitioner. The petitioner has alleged that,

there is no provision for calculating the interest for six months period in the Maharashtra General Provident Funds Rules, 1998. The respondents have made it clear that, the petitioner was in service with the respondent Zilla Parishad from Year 1970 to 1976, and thereafter, he joined the services with the State Government in Agriculture Department. Therefore, the provisions of the Maharashtra Zilla Parishads General Provident Fund Rules, 1966, are made applicable to the case of the petitioner for his service period with the respondent Zilla Parishad. Therefore, the petitioner is not eligible and entitled for the claim of interest amount, as prayed in the Writ Petition. Therefore, it is required to be held that, the communication letter dated 31.07.2013 / 01.08.2013 issued by the respondent is just, proper and legal. Therefore, he submits that, the Petition may be rejected.

7] We have given careful consideration to the submissions of the petitioner, and also the learned counsel appearing for the respondents. With their able assistance, perused the Petition, annexure thereto, and also other documents placed on record. It appears that, the petitioner received letter dated 31st July, 2013 / 1st August, 2013.

Upon careful perusal of the contents of the said letter, it appears that, the amount of Rs.2,874/- including 6 months interest on the amount in GPF account of the petitioner was disbursed to him by cheque bearing No.629420, dated 21st July, 2009. The respondents have not placed any documents on record, showing that, they made efforts to transfer the said amount to the new GPF account number of the petitioner, after his transfer from the Zilla Parishad, Parbhani to the State Government in the month of April, 1976. It is contended by the respondent Zilla Parishad in reply that, as per the provisions of Rule 11 [5] [a] of the Maharashtra Zilla Parishads General Provident Fund Rules, 1966, the interest of 6 months from the date of amount payable towards GPF was calculated and the total amount of general provident fund of the petitioner of Rs.2113/-, and 6 months interest thereon of Rs.761/- i.e. total amount of Rs.2874/- was paid to the petitioner by issuing cheque dated 16.07.2009. The respondent Nos.1 and 2 have not placed anything on record, which would suggest that, the petitioner or the Department of the State Government wherein the petitioner was transferred was communicated by them that, there is amount of Rs.2,113/- lying in the GPF account of the petitioner. Therefore, the respondents

cannot take shelter of the afore-mentioned Rule and refuse the interest to the petitioner. There was complete negligence on the part of the respondent Nos.1 and 2 to transfer the said amount lying in the GPF account, to the new GPF account of the petitioner in the new establishment of the respondent State, wherein petitioner was transferred. Even the petitioner was not informed that, his amount of Rs.2113/- is lying in his GPF account, and he should take necessary steps for transfer of said amount from old GPF account to new GPF account. Though, the petitioner retired from services. It is relevant to mention that, even for the amount of Rs.2113/-, which was lying in the GPF account of the petitioner, he was required to file Writ Petition, and thereafter, only the respondents have paid the said amount with 6 months interest thereon on 16.07.2009.

8] Therefore, in the peculiar facts and circumstances of this case, we find that, it is laxity and inordinate delay on the part of the respondent Nos.1 and 2 in not transferring the said amount to the new GPF account or directly disbursing it to the petitioner. The petitioner cannot be allowed to suffer and deprived from the reasonable interest on the amount of Rs.2113/-, excluding 6

months interest, which is already paid to the petitioner from 1976 to 01.12.2008 at the rate of 6% per annum. We make it clear that, the respondent Nos.1 and 2 to calculate the said amount by simple interest at the rate of 6% p.a., and pay the said amount to the respondents from the contingency funds available in the office or make the special budgetary provision for paying the same, as expeditiously as possible, however, within 6 months from today. We make it clear that, this order is passed in the peculiar facts and circumstances of the case and keeping in view the fact that, the petitioner was required to approach this Court even for refund of amount lying in the GPF account with interest by filing two Writ Petitions.

9] The petition is partly allowed, and same stands disposed of accordingly.

Sd/-
[P.R.BORA]
JUDGE

Sd/-
[S.S.SHINDE]
JUDGE