

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.4418 of 2016

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Gopal Ji Sahay, Son of Late Hira Nand Sahay, Resident of Mohalla - Paijawa, Near Walipur School, P.O. and P.S. Barh, District - Patna, Presently Working as Administrative Officer, Life Insurance Corporation of India, Divisional office, Jeevan Prakash, Uma Shankar Prasad Marg, Muzaffarpur, District - Muzaffarpur

.... Petitioner

Versus

1. Life Insurance Corporation of India through the Zonal Manager, Zonal Office, Jeevan Deep Building, Exhibition Road, Patna
2. The Zonal Manager, Life Insurance Corporation of India, Zonal Office, Jeevan Deep Building, Exhibition Road, Patna
3. The Regional Manager (Personnel & Industrial Relation) Life Insurance Corporation of India, East Central Zonal Office, Jeevan Deep Building, Exhibition Road, Patna
4. The Senior Divisional Manager, Life Insurance Corporation of India, Divisional office, Krishna Bhawan, Deep Shikha Road, Bishwanath Nagar, Begusarai
5. The Senior Divisional Manager, Life Insurance Corporation of India, Divisional office, Jeevan Prakash, Uma Shankar Prasad Marg, Muzaffarpur, District-Muzaffarpur.
6. The Manager (Estate & office Service), Life Insurance Corporation of India, Divisional office, Jeevan Prakash, Uma Shankar Prasad Marg, Muzaffarpur, District - Muzaffarpur

.... Respondents

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Appearance :

For the Petitioner/s : Mr. Anita Kumari

For the Respondent/s : Mr. Rajeev Ranjan Prasad

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CORAM: HONOURABLE MR. JUSTICE SHIVAJI PANDEY

ORAL JUDGMENT

Date: 20-03-2017

Heard learned counsel for the petitioner and learned counsel for the Life Insurance Corporation.

2. In this case, the petitioner is challenging the action of



Life Insurance Corporation (for short “the L.I.C.”), thereby he has been directed to pay the amount of Rs.4,73,327/- after proportionate reduction on written down value of the car, which the petitioner has purchased while discharging the duty in the Marketing Department of the L.I.C.

3. The short facts of this case are that the petitioner was originally employed in the Administrative department and was transferred in the Marketing department on 13.06.2013 and he remained there for 2 ½ years. Again he was transferred to the Administrative department vide Annexure-4 to the writ application.

4. While the petitioner was working in the marketing side purchased a Car under the Conveyance Scheme VI (Revised) dated 7.10.2006. Normally, the posting in the marketing side would be five years, during that period the Officer is entitled to purchase a Car and on his transfer to other department he is required to purchase the same in the written down value. As the petitioner remained in Marketing department for 2 ½ years, thereafter transferred to the Administrative department, the Office has asked him to deposit Rs. 4,73,327/- as the written down value.

5. Learned counsel for the petitioner submits that written



down value has been calculated on the basis of 2 ½ years, whereas written down value of car should be calculated on the basis of 5 years as normally posting in the Marketing department is of 5 years. The L.I.C. should fix the value of the car at the written down value accordingly.

6. Learned counsel for the L.I.C. submitted that in terms of the scheme if a person purchases a car and when he goes back to other department such as Administrative department he will have to purchase the said car at the written down value so much so that no any fixed time has been prescribed for the posting in the Marketing department as he remained in the Marketing department for 2 ½ years and still the car is in his personal possession, the claim of fixing the value of the car at the written down value of five years is not sustainable in law.

7. In such view of the matter, this Court does not find any error in the impugned order. Hence, this writ application is dismissed.

(Shivaji Pandey, J)

pawan/-

AFR/NAFR	N.A.F.R.
CAV DATE	N/A.
Uploading Date	24.03.2017
Transmission Date	N/A.

