

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.11436 of 2014

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1. Dr. Kumari Vineeta, daughter of Ajoy Kumar Sinha, resident of C/o Dr. Jyotindra Choudhary, resident of Lalkothi, Tatarpur, District- Bhagalpur
 2. Dr. Abha Kumar Purvey, daughter of Rudra Dutta Purvey, resident of Sarat Chandra Patha, Mushakchak, District- Bhagalpur
 3. Dr. Siddharth Kumar, son of Late Bindeshwari Prasad Singh, resident of G.C. Banerjee Road, Vikhanpur Gumti No. 2, District- Bhagalpur
 4. Shruti, daughter of Ravindra Kumar Sharma, resident of Battar Kothi, Beside Notified Area Committee, Ramchandrapur, Jasidih, District- Deoghar

.... Petitioner/s

Versus

1. The State of Bihar through the Principal Secretary, Education Department, Bihar, Patna
2. T.M. Bhagalpur University, Bhagalpur through its Registrar
3. Vice Chancellor, T.M. Bhagalpur University, Bhagalpur
4. Registrar, T.M. Bhagalpur University, Bhagalpur
5. C.C.D.C., T.M. Bhagalpur University, Bhagalpur
6. Principal, Sunderwati Mahila College, Bhagalpur

.... Respondent/s

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Appearance :

For the Petitioner/s : Mr. Abhinav Srivastava, Advocate
For the Respondent/s : Mr. Prabhat Ranjan, Ac to GP-6
For the University : Mr. Shivendra Shankar, Advocate

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CORAM: HONOURABLE MR. JUSTICE ANIL KUMAR UPADHYAY

ORAL JUDGMENT

Date: 02-11-2018

The petitioners are aggrieved by the arbitrary action of the respondent University.

3. Learned counsel appearing on behalf of the petitioners has drawn the attention of this Court to Annexure-9 i.e. Office Order No. 96/2012 dated 28.03.2012.

3. From the office order contained in Annexure-9, it would be evident that the petitioners were engaged on monthly remuneration of Rs.15,000/- per month for eleven months. Once the



respondents have engaged the petitioner for Rs.15,000/- per month, it is obligatory on the part of the respondents to honour that terms and conditions and ensure payment thereof.

4. The grievance of the petitioner is that notwithstanding the clear understanding and office order for payment of Rs.15,000/- per month as remuneration, the respondent University has acted in breach thereof and paid less remuneration. The action of the University in paying less remuneration than what was agreed vide Annexure-9 is violative of Articles 14 and 16 of the Constitution of India. Contractual engagement of the petitioners was for Rs.15,000/- per month and on that terms and conditions, if the petitioners have rendered service, it is obligatory on the part of the respondent University to ensure payment of remuneration in terms of Annexure-9, which was the terms and conditions for contractual engagement of the petitioners.

5. In view of the aforesaid, the respondent University is directed to ensure payment of balance remuneration after deducting the actual payment made to the petitioners. The respondents have to calculate the entitlement at the rate of Rs. 15,000/- per month and after deducting the actual amount paid to the petitioners, the balance amount must be paid to the petitioners within a period of sixty days from the date of receipt/production of a copy of this order.



6. With the aforesaid, the writ application stands allowed and disposed of.

(Anil Kumar Upadhyay, J)

Uday/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	03.11.2018
Transmission Date	

