

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO. 7775 OF 2016**

Vijay Shridhar Panikar

..Petitioner

Vs.

**The Maharashtra Industrial
Development Corporation & Ors**

..Respondents

Mr. S. V. Sadavarte for the Petitioner

Mrs. Rupali Shinde AGP for the Respondent State

Mr. Pranav Thakur i/b Little & Co. for the Respondent Nos.1 and 2

CORAM :R. M. SAVANT, &

M. S. KARNIK, JJ

DATE : 24th SEPTEMBER, 2018

P.C.

1 The above Writ Petition has been filed for quashing and setting aside the disciplinary proceedings initiated against the Petitioner and the second substantive relief sought is that the order dated 29-5-2016 passed by the Administrative Officer of the Respondent No.1 Corporation be set aside and the Petitioner be directed to paid all his retiral benefits.

2 It is an undisputed position that an enquiry was initiated against the Petitioner on the allegations of the wrongful payment of an amount of Rs.2.90 lacs to a contractor of the Respondent No.1 who was awarded the contract for constructing airstrip for the Airport at Yavatmal, District Nagpur. Though the enquiry was initiated in the year 2004, there has been no progress as such and in fact before a Division Bench of this Court on 29-6-2018 a

statement came to be made on behalf of the Respondent No.1 that the enquiry would be completed within a period of 3 months of the said date. In spite of the said statement no progress has been made in the departmental enquiry and the matter stand as it is, i.e. as was the position in the year 2004.

3 At this stage it would be necessary to refer to the order dated 29-6-2018 passed in the above Writ Petition. By the said order the Respondent No.1 was directed to pay an amount of Rs.35 lacs out of the retiral dues payable to the Petitioner. There is no dispute about the fact that the said amount has been paid to the Petitioner. It seems that the Petitioner was earlier paid an amount of Rs.11 lacs from the retiral dues. Thus making the figure of Rs.46 lacs which has been received by the Petitioner out of his retiral dues. The said figure of Rs. 46 lacs according to the Learned Counsel appearing for the Respondent No.1 includes the amount of gratuity. According to the Learned Counsel appearing for the Respondent No.4 what remains to be paid is only the amount towards the encashment of the leave which is an amount of Rs.11 lacs approximately. We do not find any logic in the Respondent No.1 retaining the amount of Rs. 11 lacs when rest of the retiral dues have been paid over to the Petitioner.

4 As indicated above there is absolutely no progress in the departmental enquiry in so far as the Petitioner is concerned. Though we are

informed that against the other co-delinquents who were also departmentally charge sheeted in respect of acts of omission and commission connected with the said contract the inquiries have been completed.

5 Be that as it may, since the amount which has been allegedly wrongfully paid over to the contractor is the sum of Rs.2.90 lacs we are of the view that the following directions would meet the ends of justice.

(i) The Petitioner to be paid over the balance retiral dues excluding the amount of Rs.2.90 lacs within 8 weeks from date.

(ii) The said amount of Rs.2.90 lacs would be allowed to be retained by the Respondent No.1 till 31-5-2019 and would be subject to the final orders that would be passed in the enquiry, if it is completed.

(iii) If no progress is made in the enquiry, in the sense that no final orders are passed in the enquiry by 31-5-2019, the Respondent No.1 would be entitled to return of the said amount of Rs.2.90 lacs to the Petitioner which would be paid over within 4 weeks of 31-5-2019. The enquiry initiated against the Petitioner would then also stand quashed and set aside.

6 The Petition is allowed to the aforesaid extent and is accordingly disposed of.

[M. S. KARNIK, J]

[R.M.SAVANT, J]