IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.3384 of 2019

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Indu Bhushan Chargaway, S/o Deoki Nandan Prasad, Resident of Deoki Sadan, Rose Bud School Lane, P.O. Patliputra,P.S. Sri Krishnapuri, Dist.- Patna(Bihar)

... ... Petitioner/s

Versus

1. The State of Bihar through the Principal Secretary, Road Construction Department, Bihar, Patna
2. Principal Secretary, Road Construction Department,Visheshwariya Bhawan, Bailey Road,Patna(Bihar)
3. Directorate of Provident Fund, (Finance Department) Pant Bhawan, Patna through its Director
4. Director, G.P.F. (Finance Department), Pant Bhawan,Patna
5. Joint Commissioner, Accounts Administration, Directorate of Provident Fund (Finance Department), Pant Bhawan, Patna
6. Tilka Manjhi Bhagalpur University, Bhagalpur through its Registrar

... ... Respondent/s

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Appearance :

For the Petitioner/s	:	Mr.Raju Giri, Advocate
For the State	:	Mr.Amit Prakash (Ga13)
For the University	:	Mrs.Rekha Prasad, Advocate

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CORAM: HONOURABLE MR. JUSTICE CHAKRADHARI SHARAN SINGH

ORAL ORDER

18 05-03-2021 Heard learned counsel for the parties.

2. The petitioner retired as Superintending Engineer Incharge, South Bihar Circle, Road Construction Department, Government of Bihar with effect from 31.05.2008. He had remained on deputation under Tilka Manjhi Bhagalpur University, Bhagalpur (hereinafter referred to as ‘the University’) from March 1987 to July 1995.

3. This application has been filed seeking a direction

to the respondents to pay the amount of General Provident Fund accumulated in his provident fund account with interest during his deputation in the University. It is the petitioner's claim that he is entitled to a sum of Rs. 18,47,614=00. The circumstance in which the petitioner approached this Court 11 years after his retirement claiming payment of GPF amount has not been satisfactorily explained in the writ application.

4. However, considering the nature of grievance, which the petitioner raised in this application, the University was directed to file counter affidavit. Counter affidavit and rejoinder affidavits have been filed in view of certain observations made by this Court on the point of petitioner's entitlement for the provident fund amount. A supplementary counter affidavit filed on behalf of the University on 24.02.2021 is last pleading on its behalf. It has been stated that the Bank statement of the provident fund account of the petitioner from India Bank (erstwhile Allahabad Bank) has been obtained, wherefrom it is clear that a sum of Rs. 61,577=00 was deposited by the respondent University into the provident fund account of the petitioner towards his deducted subscription. It has further been stated that the petitioner's provident fund account was opened on 15.12.1990 and at that time a sum of Rs. 20,405=00

was deposited in the said account.

5. It is the case of the University, as disclosed in the supplementary counter affidavit that fresh statement of provident fund deduction made from the salary of the petitioner from the period February 1987 to June 1995 has been prepared and during course of preparation of the chart it has been found that monthly deduction of PF subscription for few months were missing. The respondent University has now made entries of such deductions equivalent to deductions made in the previous and the following months. It has been averred that as per fresh statement of provident fund deductions, the University has found that a sum of Rs. 67,577=00 in all has been deducted from the petitioner’s salary. In addition, the amount of Deferred Dearness Allowance to be deposited in the provident fund account has also been included. It is stated in paragraph 9 of the said supplementary counter affidavit that a total sum of Rs. 6000=00 had remained undeposited in the petitioner's provident fund account. The petitioner was paid a sum of Rs. 13,848=00 only out of the said amount deposited in the petitioner’s provident fund account.

6. Learned counsel appearing on behalf of the petitioner has submitted referring to the chart annexed with the

supplementary counter affidavit that apparently there is no element of any interest which the amount deposited in the petitioner's account must have earned in the meanwhile. He has contended that the calculation shows only such amount which ought to have been deposited in the petitioner's account, for the purpose of computation of his provident fund entitlement.

7. In the court's opinion, in terms of the provisions governing the post retiral benefits of the employees of the University including provident fund, an employee is entitled to interest on the provident fund amount at the saving bank's account rate of the Bank where the account is maintained.

8. Apparently thus, the dispute has now boiled down to calculation/ reconciliation of the petitioner's provident fund account, for the purpose of conclusive determination of his claim.

9. Considering the facts and circumstances of this case, this application is disposed of with an observation that let the University Branch of the Bank make a notional calculation of interest on the amount as disclosed in the chart available at Annexure-B. This direction is being made to the Bank for limited purpose of calculation of the petitioner's entitlement. The Court is conscious of the fact that the Bank has nothing to

do with the controversy which this case involves. The Bank is being directed to do the calculation because of its expertise and knowledge about changing interest rate available for a savings bank account from time to time. The Bank upon calculation of interest in terms of direction of this Court shall be required to supply the same to the University within a fortnight from the date of presentation/ communication of this order.

The Vice-Chancellor of the University is directed to ensure that the petitioner is paid his entire amount taking into account the calculation of interest done by the Bank within a period of one month from the date of receipt of calculation of interest from the Bank.

(Chakradhari Sharan Singh, J)

Rajesh/-

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