

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.17279 of 2018

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Ram Shankar Prasad Singh Son of Late Ram Padarath Prasad Singh, Resident
of Village-Bibhutipur, Police Station-Bibhutipur, District-Samastipur.

... .. Petitioner/s

Versus

1. The State Of Bihar
2. The Lalit Narayan Mithila University, Kameshwar Nagar, Darbhanga
through its Registrar.
3. The Vice-Chancellor, Lalit Narayan Mithila University, Kameshwar Nagar,
Darbhanga.
4. The Finance Officer, Lalit Narayan Mithila University, Kameshwar Nagar,
Darbhanga.
5. The Principal Diwan Bahadur Kameshwar Narayan D.B.K.UN College,
Narhan, Samastipur.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Ranjan Kumar, Advocate
For the Respondent/s	:	Mr. Binay Mishra, AC to AAG 15
For the University	:	Mr. Nadim Seraj, Advocate

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CORAM: HONOURABLE MR. JUSTICE PARTHA SARTHY
ORAL JUDGMENT

Date : 09-02-2021

Heard learned counsel for the petitioner, learned
counsel for the State and learned counsel for the University
through video conferencing.

The petitioner has filed the instant writ application for
payment of his post retiral dues under the head of unutilized
leave encashment, group insurance, amount of D.D.A, arrears of
salary etc along with interest thereon.

It is submitted by learned counsel for the petitioner
that amounts under two heads i.e. unutilized leave encashment



for 297 days should have been paid however, the same has been paid only for 253 days and further the amount of group insurance should have been paid with interest at the rate of 12.5% instead 8 % as has been paid to the petitioner.

With respect to the 297 days of earn leave as calculated in the service book of the petitioner, the University was asked to file their further counter affidavit explaining the difference in calculation of the University from that mentioned in the service book.

The second additional counter affidavit was filed on behalf of the University, paragraph nos. 3 to 8 of the same is being quoted herein below for ready reference :

“3. That pursuant to order dated 27.8.2020 passed by the Hon'ble Court by observing about the discrepancies caused in re-calculation done by the University in regard to earned leave.

4. That from Annexure-2 to the Writ Application, the Petitioner tried to show that 297 days of earned leave has been taken note of as per the service book whereas the University has recalculated and came to the conclusion that only 253 days of earned leave is admissible to the Petitioner.

5. That the college had inserted calculation of earned Leave as 13 days in his service



book from 26.08.1978 to 31.12.1982 whereas the University treated his legal and valid entitlement of service with effect from 28.02.1982 and Earned leave from 28.02.1982 to 31.12.1982 was calculated as 3 days, thus, there was a difference of (13-03) days =10 days.

6. That in the year 1997 there is a mention of 33 days earned leave on the basis of holding the post of In-Charge during summer vacation and Puja vacation. But no office order regarding in-Chargeship of the college was attached to the service book nor there was any mention of dates in the entry made by the college in leave portion during which the Petitioner remained In-charge. As per provision of statute in vogue at that point of time, a teacher was entitled for earning one day earned leave in lieu of working for every three days during vacation. As such, in the year 1997, the petitioner was allowed only 03 (three) days Earned Leave as per statute in absence of any proof of working during vacations. Thus, there became a difference of (33-03) days =30 days in the calculation of the University.

7. That a teacher does not earn earned leave during the period when he or she is on leave or on strike. The college had mentioned 04 (four) days earned leave for the



period from 01.08.2000 to 09.12.2000 (when the petitioner participated in the State, vide teacher's strike). Thus, there became a difference of 04 days in the University's calculation for the strike period of the year 2000.

8. That from above Paragraph 5 to 7, it is crystal clear that a difference of $(10+30+04)$ days =44 days was there in the calculation made by the University after checking the leave entries made by the college in the service book. As such, the University has rightly recalculated the unavailed Earned Leave of the petitioner as $(297-44)$ days =253 days.”

From perusal of the statements made in paragraph nos. 3 to 8 of the said affidavit filed by the University, it transpires that on recalculation the number of unavailed earn leave of the petitioner comes to 253 days. The petitioner has not filed any reply to the said counter affidavit.

So far as payment of interest at 12 % on the amount of group insurance is concerned, from perusal of the calculation of the amount under the head of group insurance which has been brought on record as Annexure B to the supplementary counter affidavit of the University it transpires that the same has been calculated at the rate of 8 % .



It is submitted by learned counsel for the University that from perusal of the decision of the University Syndicate dated 20.9.2018 which has been brought on record as Annexure AC/3 to the additional counter affidavit of the University it would transpire that the Syndicate has taken a decision to pay interest at the rate 8% per annum on the amount of group insurance.

Having heard learned counsel for the parties, in the opinion of the Court, the said decision of the Syndicate as contained in Annexure AC/3 dated 20.9.2018 would be prospective and thus the petitioner who retired on 31.10.2015 would be entitled for interest at the rate of 12.5 % on the amount under the head of group insurance.

The petitioner shall file a representation before the Registrar, L.N. Mithila University along with a copy of this order and the Registrar will ensure payment of the arrears of difference of amount under the head of group insurance after calculating the same with interest at the rate of 12.5% within a period of four months of the date of receipt of the representation. In case the aforesaid amount under the head of group insurance is not paid within the aforesaid period of four months, the petitioner shall be entitled for cost of Rs. 10,000/-.



The application stands disposed off with the above observations and directions.

(Partha Sarthy, J)

Prakash/-

AFR/NAFR	
CAV DATE	
Uploading Date	
Transmission Date	

