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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD**

**908 CIVIL APPLICATION NO.9750 OF 2021
IN WP/2425/2020 WITH WP/2425/2020**

**RAMESH IRBA WAKADE
VERSUS
SHIVAJI NIVRUTI BUDHWANT AND OTHERS**

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Mr R. I. Wakade, Advocate for applicant;
Mr K. D. Khade, Advocate for respondent No.1;
Mr S. B. Yawalkar, A.G.P. for respondents/State;
Mr V. V. Tarde, Advocate for respondent No.4

**CORAM : RAVINDRA V. GHUGE
AND
S. G. MEHARE, JJ.**

DATE : 14th October, 2021

PER COURT:

1. This application is personally filed by the learned Advocate Shri. Wakade in view of the order dated 21/08/2021, passed by this Court. He submits that his sister was getting married on 21/08/2021. The learned Advocate to whom he entrusted the task of mentioning before this Court stated that he is performing religious rites of his father-in-law.

2. Shri. Wakade, today tells us that the religious rites of his father-in-law were on 21/09/2021. He adds that though the

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marriage was solemnized in '*Pitruapaksh*', his family members do not believe in blind faith. All this was not conveyed to the Court and therefore, the Court observed in paragraph No.3 that though this matter was liable to be referred to the Bar Council of Maharashtra and Goa, the Court did not pass such an order.

3. We do not wish to go into these submissions of the learned Advocate Shri. Wakade. We trust his solemn statement and therefore, we are allowing this civil application for deleting paragraph No.3 from the order dated 21/08/2021.

4. The civil application is accordingly disposed off.

5. Corrected copy of the order be uploaded.

6. Insofar as the writ petition is concerned, pursuant to our order dated 21/08/2021, the Headmaster has deposited Rs.15,64,463/-, without interest from August 2019 till October 2021, in this Court on 08/09/2021. Despite service of Court notice, the Headmaster has not caused an appearance, either in person or through an Advocate. It is absolutely undisputed that the P.F. amount deposited in this Court was deposited with the Headmaster in August 2019 and since then, he has not been

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disbursing the amount to the petitioner, who had to approach this Court by putting forth prayer clauses (C), (D) and (E), as under :-

“C) To direct the respondent no. 5 to pay the provident fund and other beneficial amount with interest to the petitioner within one month from today.

D) To quash and set aside the letter/order issued by the respondent No. 5 dtd. 16.12.2019 which is at Exh. “C” of the Writ Petition and for that purpose issue necessary orders;

E) To direct the respondent no. 2 to take penal action against the respondent no. 5 and for that purpose issue necessary orders;”

7. The learned Advocate for the petitioner relies upon a Government Circular issued by the Directorate of Audit and Treasury, Mumbai, dated 12/10/2018, in which, it has been provided that if the person, with whom the P.F. amount is deposited to be disbursed to the beneficiaries, retains the amount beyond one month, interest at such rate as is available with a Nationalized Bank, shall be granted. The said Circular is taken on record and marked as ‘X’ for identification.

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8. In view of the above, this petition is partly allowed in terms of prayer clause (C).

9. We permit the petitioner to withdraw the amount of Rs.15,64,463/-, under proper identification by the learned Advocate for the petitioner and by following the procedure which is in vogue. Respondent No.4 shall recover the interest amount @ 8% p.a. on the amount of Rs.15,64,463/-, from the personal salary of respondent No.5 and deposit the said amount in the account of the petitioner or deliver it to him through a Demand Draft, on or before 15/11/2021.

(S. G. MEHARE, J.)

(RAVINDRA V. GHUGE, J.)

sjk