

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

907 WRIT PETITION NO.7111 OF 2020

**VENKATI PUNDAJI ANEMWAD
VERSUS
THE STATE OF MAHARASHTRA AND OTHERS**

...
Advocate for Petitioner : Mr. Dhage Vaibhav B.
AGP for Respondent Nos.1 to 3 : Mr. S.R. Yadav - Lonikar
Advocate for Respondent No.4 : Mr. S.B. Pulkundwar

...
**CORAM : RAVINDRA V. GHUGE &
S.G. MEHARE, J.J.**

DATED : 09th DECEMBER, 2021

PER COURT:-

1. This matter was heard at length on 06.12.2021. We passed the following order as a last chance to respondent no.4 to file the affidavit in reply which has now been placed on record:-

- "1. Respondent No.4 has waived service of notice and appeared in the matter on 19.10.2020. Formal affidavit in reply has not been filed by the Education Department.*
- 2. As we commenced the dictation of the order, the learned advocate representing respondent No.4 seeks time of one day to file a reply.*
- 3. Stand over to 09.12.2021 in the "passing orders" category."*

2. The petitioner has put-forth prayer clause (B) and (C) as under:-

"B. Issue writ of mandamus, or any other writ, order or direction in the nature writ of mandamus, directing the respondents to pay the pension & gratuity amount to the petitioner in view of the sanction order issued by the res. No.2 Dtd.03.03.2020 along with the interest @ 18% p.a. from the date his retirement within stipulated period and for that

purpose issue necessary orders.

C. Issue writ of mandamus, or any other writ, order or direction in the nature writ of mandamus, directing the respondents to pay the compensation to the tune of Rs.50,000/- to the petitioner for the gross inaction in non payment of the pension & gratuity amount to the petitioner and for that purpose issue necessary orders.”

3. It is beyond debate that this Court would not deal with disputed questions while exercising extra ordinary jurisdiction under Article 226 of the Constitution of India. It is also a fact that the headmaster of the school from which the petitioner retired on 30.06.2019 as a teacher, has not been arrayed as a respondent.

4. We are informed that the procedure for preparing the pension papers is that post retirement, the papers of the concerned candidate are forwarded to the office of the Accountant General. After the petitioner superannuated on 30.06.2019, the papers were processed and after the Accountant General received such papers, he sanctioned pensionary benefits to the petitioner on 03.03.2020 and forwarded the same to the Treasury as well as by marking a copy to the petitioner and the Education Officer. The petitioner submits that as soon as he received the papers, he approached the headmaster of the school, since the NOC has to be tendered to the Education Officer. The document dated 03.03.2020 also indicates that the Education Officer was also marked a copy.

5. The learned advocate for the petitioner submits that he frequently met the headmaster who did not co-operate and finally on

07.09.2021, the headmaster addressed a letter to the Education Officer which is at page 43 produced along with the affidavit in reply filed by Baliram Iranna Yerpulwar, Superintendent Class-2 (Primary), Zilla Parishad, Nanded.

6. The documents placed on record at page 44 indicates that the headmaster has signed the No Dues Certificate on 07.09.2021 and the Education Officer has released No Dues Certificate, No Enquiry Certificate, Certificate of Non-payment Provisional Pension and D.C.R.G. and No Event Certificate, on 08.09.2021. The learned advocate for the petitioner submits that he is now regularly receiving his pension on month to month basis. The arrears of pension from 01.07.2019 as well as the gratuity amount which becomes payable after one month of superannuation i.e. 01.08.2019, has been paid to him. However, interest is not paid.

7. In view of the above, this petition is disposed off. In the event of the petitioner being aggrieved by the conduct of the headmaster, he is at liberty to initiate proceedings against him or the management of the school, for interest on the unpaid pensionary benefits as well as for damages.

(S.G. MEHARE. J.)

(RAVINDRA V. GHUGE, J.)