

**IN THE HIGH COURT OF ORISSA AT CUTTACK**  
**W.P.(C) No.4028 of 2022**

*Abhaya Prasad Mohapatra* ..... *Petitioner*  
*Mr. Pramod Kumar Kuanr, Adv.*  
*Mr. M.S. Sahoo, Adv.*  
-versus-  
*State of Odisha and Ors.* ..... *Opposite Parties*  
*Mr. Biswajit Mohanty, SC*  
*(for S & ME Deptt.)*

**CORAM:**  
**MR. JUSTICE S.K. PANIGRAHI**

**ORDER**  
**22.03.2022**

**Order No.**                      **W.P.(C) No.4028 of 2022 and I.A. No.1948 of 2022**

02.                      1. This matter is taken up through hybrid arrangement.
2. Heard.
3. The petitioner has filed this writ petition assailing the illegal action of the opposite parties especially the opposite party No.5 – District Project Coordinator, Sarva Shikhsya Abhiyana, Deogarh in refusing to grant no due certificate required for grant of post retiral benefits like final pension, gratuity and GIS etc.
4. The grievance of the petitioner is that demand of Rs.24,260/- by the opposite party No.5 from the petitioner has not been decided by any court or authority.
5. Learned counsel for the petitioner submits that the petitioner was appointed as Assistant Teacher on 03.12.1986 and posted at Mundagohira Primary School. He was transferred to different schools by the authorities. He has been posted at Budhibil Primary School from September, 2005 to November, 2012. While the petitioner was working as Headmaster at Budhibil Primary School, he was assigned with the construction work of the said Primary School building up to roof level along with the President,

Village Education Committee (VEC) as per the order of the superior authorities. An agreement was also executed between the State Project Director, OPEPA represented through the District Project Officer, SSA, Deogarh as first party and Village Education Committee, Budhibil PUPS as second party on 07.11.2008. The petitioner and the Village Education Committee (VEC) completed the construction work within the time period, as per the agreement and technical consultant of the first party. After completion of the said construction work, the petitioner and the President, Village Education Committee prepared the estimate, bills vouchers and utilization certificate and submitted the duplicate copies to the then CRCC, Dhobalipathar for forwarding the same to the District Project Coordinator on 31.01.2021, retaining the original copies in the school office. Later, the petitioner was transferred to Khuntipali Project School as Headmaster. During handing over the charge, the petitioner gave all the original copies along with the duplicate of payment vouchers and utilization certificate to his successor, Bishnu Prasad Sahoo. The handing over of charge took place in presence of the President, Village Education Committee. While continuing as Headmaster in Khuntipali Project School, he came to know about the allegation of misappropriation of an amount of Rs.24,260/-. Though he sought for information i.e. records regarding construction of building, but no record was given to him. Thereafter, he received letter dated 25.09.2019 issued by the opposite party No.5- District Project Coordinator, Samagra Siksha, Deogarh wherein it has been mentioned that neither the photocopy of the vouchers nor its originals have been handed over to Bishnuprasad Sahu, Headmaster, BUDhibil PUPS by the

petitioner. In view of the aforesaid allegation, the petitioner has been unnecessarily dragged to the punitive action of the authorities. In the meantime, the petitioner has retired from service and he is suffering due to non-grant of gratuity and other retiral benefits.

6. Learned Standing Counsel for the Department of School and Mass Education brings to the notice of this Court to Clause-8 of the agreement executed between the parties on 07.11.2008 wherein it has been reflected that if any dispute arises between the parties, relating to any aspect of this agreement, the parties shall first attempt to settle the dispute through mutual and amicable consultation. If the dispute is not settled through such consultation, the matter may be referred for arbitration to the District Collector/ Deputy Commissioner of the District.

7. In view of the aforesaid clause of the said agreement, this matter is remitted to the Arbitrator i.e. the opposite party No.4- Collector and District Magistrate, Deogarh. This Court hopes and trusts that opposite party No.4- Collector and District Magistrate, Deogarh shall dispose of the matter within a period of one month of production/ presentation of certified copy of this order by the petitioner.

8. However, the petitioner has filed the aforesaid I.A. praying for a direction to the opposite parties to release his balance retiral dues in excess of Rs.24,260/-, the demanded amount.

9. In view of such limited prayer, the opposite party Nos.2 and 4 are directed to release the balance retiral dues of the petitioner in excess of Rs.24,260/-, the demanded amount, within a period of four weeks hence.

10. Accordingly, both the writ petition and the I.A. are disposed of.

11. Urgent certified copy of this order be granted on proper application.

**( S.K. Panigrahi )**  
**Judge**

*BJ*

