IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.867 of 2022

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Sanjay Kumar Sharma, Son of Late Satya Narayan Sharma, Resident of Village and Post Office- Dhanchhuha, Police Station- Chauri (Old Sahar), District- Bhojpur.

... ... Petitioner/s

Versus

1. The State of Bihar through Principal Secretary, Education Department, Government of Bihar, Patna.
2. The Principal Secretary, Education Department, Government of Bihar, Patna.
3. The Director, Primary Education, Government of Bihar, Patna.
4. The District Education Officer, Bhojpur, District- Bhojpur at Ara.
5. The District Superintendent of Education, District- Bhojpur at Ara.
6. The District Programme Officer (Establishment), Primary Education, District- Bhojpur at Ara.
7. The Treasury Officer, District- Bhojpur at Ara.
8. The Branch Manager, State Bank of India, Pakari Branch, Ara, District- Bhojpur at Ara.
9. The Branch Manager, State Bank of India, Ara Nawada Branch, District- Bhojpur at Ara.

... ... Respondent/s

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Appearance :
For the Petitioner/s : Mr. Ram Naresh Sharma, Advocate
For the Respondent/s : Mr. Jitendra Kumar Roy 1, SC-13

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CORAM: HONOURABLE MR. JUSTICE HARISH KUMAR
ORAL JUDGMENT
Date : 22-07-2024

Heard the parties.

2. The petitioner who happens to be son of the erstwhile employee is aggrieved only with regard to non-payment of amount of Group Insurance amounting to Rs. 36,176/- with up-to-date interest.

3. Learned counsel for the petitioner contended that

father of the petitioner died in harness on 23.11.1998. Soon after the superannuation of the deceased teacher on 31.08.1998, his wife also died on 24.12.2000. On being superannuated and subsequent to death of the erstwhile employee, all the retiral dues have been settled, except the amount of Group Insurance. It is further contended that the amount of Group Insurance was sanctioned and issued in the name of deceased father and a Banker's Cheque was issued on 30.03.1999 but since the erstwhile employee had died on 23.11.1998 itself, there was no question of depositing the same in the Bank account for its honour.

4. Faced with such a situation, the petitioner approached before the authority concerned, however, he was asked to bring succession certificate and thus he obtained a succession certificate and approached the authority concerned and returned the cheque on 30.07.2009. Adverting to the aforesaid facts, learned counsel for the petitioner, thus contended that admittedly the amount remained with the Bank or the authority concerned and, as such, it gained interest over the amount; thus in such a situation, the petitioner is entitled to get interest over the amount of the Group Insurance.

5. A copy of the counter affidavit has been served

upon the learned counsel for the petitioner, which has been produced before this Court for perusal.

6. There is categorical averment in the counter affidavit that the answering deponent has issued a cheque of Rs. 36,176/- in the name of the petitioner on 03.07.2024 through SBI Cheque No. 251050 for payment of Group Insurance amount related to the deceased father of the petitioner.

7. Considering the aforesaid facts, *prima facie* this Court finds that the petitioner was asked to furnish the succession certificate and accordingly he furnished the same and returned the cheque way back in the year 2009 itself. Keeping the matter pending for over a decade and more, the petitioner cannot be held to be liable. It was incumbent upon the respondent authorities to ensure payment of the admissible amount of Group Insurance, the date on which succession certificate was produced before the authority concerned.

8. In such view of the matter, in the opinion of this Court, the petitioner is entitled to get interest over the amount of Rs. 36,176/- with effect from the date when succession certificate was submitted before the authority concerned till payment is made.

9. The writ petition stands allowed with a direction to

the concerned respondent to ensure payment of interest over the amount of Rs. 36,176/-, for the period as noted hereinabove, preferably within a period of six weeks from the date of receipt/production of a copy of this order.

(Harish Kumar, J)

rohit/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	23-07-2024
Transmission Date	