

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.14544 of 2014

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Mithilesh Kumar Sinha S/o Amir Singh Resident of Village Bhasinpur, P.S. Parbalpur, District Nalanda, A/P Near Gurudeo Balram, Yarpur Shivajee Path, P.S. Gardanibagh, District Patna.

... .. Petitioner/s

Versus

1. The State Of Bihar and Ors
2. The Principal Secretary, Department of Agriculture, Government of Bihar, Patna..
3. The Director, Department of Agriculture, Bihar, Patna.
4. The Joint's Secretary, Department of Agriculture, Government of Bihar, Patna.
5. The District Agriculture Officer, Jehanabad.
6. The Project Director, ATMA, Jehanabad.

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr.Kamlesh Kumar, Advocate
Ms.Kahkashan Alam, Advocate

For the Respondent/s : Mr.Shailesh Kumar, AC to GP 5

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CORAM: HONOURABLE MR. JUSTICE PURNENDU SINGH
ORAL JUDGMENT

Date : 25-07-2024

Heard Mr. Kamlesh Kumar along with Ms. Kahkashan Alam, learned counsel appearing on behalf of the petitioner and Mr. Shailesh Kumar, learned AC to GP 5 for the Respondents/State.

2. The petitioner in paragraph no. 1 of the present writ petition has sought *inter alia* following relief(s), which is reproduced hereinafter:-

“(i) For issuance of a direction/order/writ including writ in the nature of certiorari to quash the order dated 25.07.2014 vide letter no.845 issued by



the District Agriculture Officer, Jehanabad by cancelling the earlier office order dated 27.06.2014 vide letter no.733 in light of direction dated 16.06.2014 vide letter no.3150 as referred therein by the Director, Agriculture Bihar, Patna by which the petitioner is said to have been paid excess amount a sum of Rs.263266.00 (Rs.Two lacs, sixty three thousand, two hundred and sixty six only) and directed to refund within a month otherwise appropriate action will be taken for the recovery of the said amount which is contrary to the facts of the order dated 01.09.2011 vide letter no.285/2011-4203, issued by the Director Agriculture Bihar specifically it has been stated that the post of financial consultant against which the petitioner got Niyojan shall be on contract basis and will be paid fixed salary of Rs.20,000/- thousand per month.

(ii) For issuance of a direction/order/writ including in the nature of mandamus commanding the respondents to pay dues salary of the petitioner for the period from March, 2014 to till payable to the petitioner.

(iii) Any other relief/reliefs that the petitioner may be found entitled to in the facts and circumstances of the present case.”

3. The petitioner was engaged/appointed on the post of Financial Consultant in the district of Jehanabad by the Director, Agriculture (Bihar), vide letter no.285/2011-4203 dated 01.09.2011. The contract was for one year and, thereafter, it was continued from time to time. The petitioner was surprised to learn from Memo No.733 dated 27.06.2014, by which the petitioner was directed to deposit excess money amounting to Rs.2,63,266/-, which has been paid to him. It has been stated in paragraph no.7 of the counter affidavit that the petitioner is



entitled for Rs.11,156/- per month, but he has received Rs.20,000/- per month.

4. Learned counsel for the petitioner submitted that no opportunity was given to the petitioner before he had received the notice dated 25.07.2014 and accordingly, he has sought for quashing of Letter No.845 dated 25.07.2014.

5. *Per contra* Mr. Shailesh Kumar, learned counsel appearing on behalf of the State has submitted that the petitioner was aware of all the terms and conditions of the appointment, vide Memo No.4203 dated 01.09.2011 and as per the terms stipulated in Clause No.2, the petitioner was only required to receive a maximum of Rs.20,000/- after deducting the pension amount, which he has received as last pay. Learned counsel further submitted that the spirit of the provision is to protect last pay drawn of the retired employee subjected to a maximum of Rs.20,000/-. In this case, the last pay drawn by the petitioner has been protected so that he can not be paid less than what he has received by way of last pay. The said fact has been admitted by the respondents in paragraph nos. 5 and 6. However, in paragraph no.7, it has been stated that the petitioner is only entitled for Rs.11,156/- per month while the petitioner was given Rs.20,000/- per month, which call for recovery of a sum



of Rs.2,63,266/- from the petitioner after the termination of the contract and accordingly the respondent has communicated vide memo no.733 dated 27.06.2014 and letter no.845 dated 25.07.2014.

6. Having considered the rival submissions made on behalf of the parties, this Court finds that the direction as contained in two communications to be without giving prior notice to the petitioner and the petitioner has suffered a penal action on the part of the respondents. Admittedly, the law in the case of contractual employment is well settled that the authorities are required to abide by the principle of natural justice. As such, the communications as contained in memo no.733 dated 27.06.2014 and letter no.845 dated 25.07.2014 are required to be interfered. Accordingly, it is hereby set aside and quashed. The petitioner is directed to file a detail representation along with his last pay drawn at the time of his retirement from class III post from the Bihar Land Development Bank along with all the documents before the Director, Department of Agriculture, Bihar, Patna (respondent no.3) and the respondent no.3 is directed to dispose of the same within a period of six weeks from the date of communication of this order.

7. With the above observation/direction, the present



writ petition stands disposed of.

(Purnendu Singh, J)

chn/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	27.07.2024
Transmission Date	NA

