

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.7062 of 2019

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Rajesh Kumar Gupta Son of Sri Rajendra Prasad Gupta, Resident of Talbanna, Near Public High School, P.O.- Sahebganj Town, District- Sahebganj.

... .. Petitioner/s

Versus

1. Bihar Agriculture University Sabour Bhagalpur through its Registrar.
2. The Vice Chancellor, Bihar Agricultural University, Sabour, Bhagalpur.
3. The Registrar, Bihar Agricultural University, Sabour, Bhagalpur.
4. The Director, Administration, Bihar Agriculture University, Sabour, Bhagalpur.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Amaresh Kumar Sinha, Advocate
For the Respondent/s	:	Mr. Shailendra Kumar Singh, Advocate
For the BAU	:	Mr. Sriram Krishna, Advocate
		Mr. Prabhat Kumar Singh, Advocate
		Mr. Shashank Shekhar Kunwar, Advocate

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CORAM: HONOURABLE MR. JUSTICE AJIT KUMAR
ORAL ORDER

5 01-09-2025 Heard learned counsel for the petitioner, learned counsel for the University and learned counsel for the State.

2. The writ petition has been filed for the following reliefs :-

(i) For the issuance of a writ in the nature of writ of certiorari or any other appropriate writ, order or direction, quashing the reasoned order, communicated vide memo bearing no. 479 dated



09.07.2018 under the signature of the Director, Administration, Bihar Agriculture University, Sabour, Bhagalpur (Annex-13) whereby the claim of the petitioner for payment of salary for the period 26.12.2014 to 11.04.2015 has been rejected.

(ii) For the issuance of a writ in the nature of writ of mandamus or any other appropriate writ, order or direction, commanding the respondents to release the salary for the aforesaid period and also pay the outstanding amount deposited in National Pension Scheme, money having been contributed both by the university and employee petitioner.

(iii) For the issuance of a writ in the nature of writ of mandamus or any other appropriate writ, order or direction, commanding the respondents to make payment of the Leave Encashment for the earned leave and half pay leave earned by and admissible to the petitioner for the aforesaid period.

(iv) For the issuance of a writ in the nature of writ of mandamus or any other appropriate writ, order or direction, commanding the respondents to provide the benefit of pay protection admissible to the petitioner.

(v) For any other relief/reliefs.

3. Learned counsel for the petitioner submits that the petitioner was initially appointed as an Assistant in the Election Commission of India on 21.07.2008, pursuant to the selection



process consisting of written examination, and interview. While continuing with the employment in the Election Commission of India, the petitioner got selected for the post of Section Officer in Bihar Agriculture University (BAU), Sabour, Bhagalpur and after having submitted a technical resignation from the said post upon selection to the post of Section Officer on 15.12.2014, the petitioner was appointed to the post of Section Officer in Bihar Agriculture University (BAU), Sabour, Bhagalpur.

4. It is the case of the petitioner that, at the time of joining, the petitioner was required to sign a contract agreeing to serve the organization for a period of three years and to refrain from accepting any other employment during the said period. It has further been submitted that while continuing with the said employment, the petitioner in order to avail better option and career progression, applied for the post of Assistant Secretary in Central Board of Secondary Education (for brevity 'CBSE'), Chennai, and fortunately got selected and was ultimately appointed to the said post. All developments taking place in his career, were duly communicated to his then employer, being Bihar Agriculture University (BAU), Sabour, Bhagalpur, as is evident from Annexure-14 and 15 and



appropriate applications were submitted from time to time. It has further been submitted that the petitioner was duly permitted to participate in the selection process, his selection was subsequently notified, and pursuant thereto, his appointment to the said post was granted accordingly. Pursuant to such appointment, a relieving order has also been issued by the respondents without any stipulation of the kind now referred to in the impugned order.

5. On the contrary, learned counsel for the University has submitted that, pursuant to an order passed in a writ petition filed by the petitioner, *vide* C.W.J.C. 11712 of 2016, the petitioner's case was considered, and the reasons which ultimately became a ground for non-grant of salary for a period of three months and fifteen days, has been enumerated and referred in Clause 3 of the said reasoned order. It has next been submitted by the learned counsel for the University that, since there was a violation of the terms of contract signed between the parties, therefore, the petitioner cannot take an advantage of such conditions, no benefit could be drawn because the conditions which he had voluntarily accepted, prevents the respondents from extending such benefits, for which the present petition has been filed.



6. It has further been submitted that, in the case of “*Ashish Khandelwal*” who was also an employee working in the said establishment with the same conditions but the said individual had continuously kept the respondents informed, and therefore, the learned counsel for the University argues that the petitioner’s case cannot be equated with that of *Ashish Khandelwal (supra)*. The fact that despite the conditions having been stipulated in the contract signed by the petitioner with the respondent authority, still the respondents themselves chose to grant permission to participate in the selection process and had even issued relieving letters without including any such stipulation, as is now being referred to in the impugned order, which factual and legal position is not disputed in any manner.

7. At this stage, the learned counsel for the University draws attention to Annexure-10, wherein it is mentioned that upon joining CBSE, Chennai, on the post of Assistant Secretary, the salary for the services rendered with Bihar Agriculture University (BAU), Sabour, Bhagalpur, was allegedly not paid, is in accordance with law. To this, the petitioner submits that the said stipulation made in the letter dated 09.12.2015 was challenged before this Hon’ble Court



vide CWJC No. 11712 of 2016, wherein the Court directed the University to consider the petitioner's case in light of the case of ***Ashish Khandelwal (supra)*** and on filing of such an application for the relief so prayed by the petitioner, the entire exercise was directed to be completed within the stipulated period, pursuant thereto impugned order is said to have been passed.

8. Considering the aforesaid, this Court finds that in the case of ***Ashish Khandelwal (supra)***, Assistant Professor-cum-Junior Scientist, a contract containing similar conditions was executed, and yet, in his case, exemption was granted, merely because of the fact that Ashish Khandelwal had kept the University informed of the developments taking place in his case. In contrast, the present petitioner had also duly kept the University informed regarding all developments leading to his appointment to the post of Assistant Secretary with CBSE, Chennai.

9. This crucial aspect of the matter appears not to have been considered by the University, which is evident from the impugned order. Therefore, the impugned order is set aside on the ground that the University has taken a different stand in the case of the petitioner and therefore, this order can't be



sustained.

10. The University is, therefore, directed to process the payment of salary for the period claimed by the petitioner, i.e., from 26.12.2014 to 11.04.2015. Such payment shall be made to the petitioner within a period of eight weeks from the date of receipt of copy of the order passed by this Court.

11. Accordingly, the writ petition stands allowed.

(Ajit Kumar, J)

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