

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.18191 of 2025

Surendra Singh, S/o Late Raghupat Singh, Resident of Godhana Road,
Anaith, Arrah, P.O Anaith, District- Bhojpur, Bihar, Pincode-802302.

... .. Petitioner/s

Versus

1. The State of Bihar through Additional Chief Secretary, Department of Education, New Secretariat, Government of Bihar, Patna.
2. The, Additional Chief Secretary, Department of Education, Government of Bihar, New Secretariat, Patna.
3. The, Director, Higher Education, Department of Education, Government of Bihar, New Secretariat, Patna.
4. The Veer Kunwar Singh University, Arrah, Through its Registrar.
5. The Vice Chancellor, Veer Kunwar Singh University, Arrah.
6. The Registrar, Veer Kunwar Singh University, Arrah.
7. The Finance Officer, Veer Kunwar Singh University, Arrah.

... .. Respondent/s

Appearance :

For the Petitioner/s	:	Mr. Ranjan Kumar Dubey, Adv. Mr. Kumar Gaurav, Adv. Mr. Sheshadri Kumari, Adv.
For the Respondent/s	:	Mr. Anil Kumar Verma, AC to AAG-9
For the University	:	Mr. Bimal Kishore, Adv. Mr. Rajesh Prasad, Adv.

CORAM: HONOURABLE MR. JUSTICE HARISH KUMAR
ORAL ORDER

2 17-11-2025 Heard the parties.

2. The petitioner was duly appointed as an Assistant on 20.03.1978 in a constituent unit of Magadh University. Later on, owing to bifurcation of the University, his services have been transferred to the Veer Kunwar Singh University and after discharging satisfactory service, he finally came to be superannuated on 31.03.2018 on completion of sixty-two years of age. In the meanwhile, in terms with resolution issued by the General Administration Department, Government of Bihar contained in memo no. 3/M-63/2013 G.A. 10000/Patna-15 dated



10.07.2015, the petitioner was duly re-engaged on a contractual basis with effect from 12.02.2020 by the order of the Vice Chancellor of the University as contained in Annexure P/2 series.

3. Learned Advocate for the petitioner specifically contended that despite the afore-noted facts, the petitioner has not been accorded the due remuneration in terms with the afore-noted resolution dated 10.07.2015, which compelled him to approach before the authorities concerned, however, to no effect. It is further contended that the officers/employees working/posted in the University after retirement from the said organization or any other organization, their pension will be treated as part of their payable salary and further some other directions were also issued to comply with the provisions contained in resolution no. 10000 dated 10.07.2015 vide letter no. 3655 dated 30.09.2023. Nonetheless, the petitioner has been paid only Rs. 16,250/- per month, much less than the actual amount which might be paid as per the guidelines mentioned in resolution dated 10.07.2015. The tenure of the petitioner as contractual employee finally came to an end on 20.07.2025, however, the claim of due remuneration for discharging on contractual services has not been resolved, thus the present writ



petition.

4. On the other hand, learned Advocate for the University has submitted that the very resolution on which the petitioner is placing reliance is not applicable in the employees of the University.

5. This Court, however, does not find substance in the afore-noted submission in view of annexures 4 and 8 to the writ petition. Needless to observe that once the petitioner has filed a detailed representation before the Registrar of the Veer Kunwar Singh University, Ara demonstrating all the facts of discrimination and non-payment of actual due amount in terms with resolution no. 10.07.2015, the same is required to be considered and disposed off.

6. In view thereof, this Court directs the Registrar of the Veer Kunwar Singh University (respondent no. 6) to take up the representation of the petitioner as contained in Annexure P/9 and bring to its logical conclusion, preferably within a period of eight weeks' from the date of receipt/production of a copy of this order, in the light of resolution No. 1000 dated 10.07.2015.

7. Suffice it to observe that in case the claim of the petitioner finds favour, necessary due differential payable amount must be accorded to him within the stipulated period.



8. The writ petition stands disposed off.

(Harish Kumar, J)

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