



Suzana

IN THE HIGH COURT OF BOMBAY AT GOA

WRIT PETITION NO.228 OF 2023

BHAGATSINGH SONAYE

... PETITIONER

Versus

**STATE OF GOA THROUGH SECRETARY
HEALTH AND 3 ORS**

... RESPONDENTS

Mr Vilas Pavithran, Advocate for the petitioner.

Mr Prashil Arolkar, Additional Government Advocate for the Respondents.

**CORAM:- BHARATI DANGRE &
NIVEDITA P. MEHTA, JJ.**

DATED :- 11th June, 2025

ORAL ORDER:

1. The Petitioner, working as Radiation Safety Officer (RSO) in the Department of Radiology, Goa Medical College, superannuated on 13.06.2016.

Pursuant thereto, the pay fixation statement was issued in favour of the Petitioner and his pay was duly fixed at Rs.87,900/- as his appointment was on contractual basis. The Petitioner was awaiting the decision on the proposal for extension with effect from 01.04.2017, and it is submitted that an extension was granted for a period of one year, but according to the Petitioner, he continued to work on the said post till he was relieved on 15.04.2019.

2. The Under Secretary (Health) Public Health Department however addressed a communication to the Director (Administration), Goa Medical College intimating that the Government has not agreed for ex-post facto approval extension of the contractual appointment of the Petitioner and it also decided to fix the responsibility on the concerned officer for allowing the Petitioner to continue to work even after the proposal for extension of services has been rejected by the Government.

3. This resulted in an action of withholding the salary and other benefits, which, according to the Petitioner, were legitimately due and payable.

4. In response to the Petition, the Under Secretary (Health), Public Health Department has filed an affidavit responding to the relief of directions to forthwith release the salary legitimately due and payable to the Petitioner from 01.04.2017 to 15.04.2019.

5. In the affidavit, a specific stand is adopted that the Government never considered the proposal for extension of the contract of the Petitioner since the post of Physicist was already filled on regular basis and this decision was communicated to the Dean of Goa Medical College, Bambolim on 21.12.2017. However, the Director (Administration), Goa Medical College, forwarded a letter dated

02.01.2018 by the Consultant in the Radiotherapy Department to renew the Petitioner's contract w.e.f. 01.04.2017 as he was the only qualified Radiation Safety Officer authorised by Atomic Energy Regulatory Board. However, the Public Health Department informed the Director(Administration), Goa Medical College on 21.08.2018 that the extension was not agreeable to the Government.

6. It is also the case of the Department that though the term of the Petitioner expired on 31.03.2016, he continued to occupy the Government accommodation and did not pay any rent since 01.04.2016 as per the Government Residential Accommodation Rules, 1995 and the period of rent which is recoverable from him according to the Government is Rs.5,81,530/- (Rupees Five Lakh Eighty One Thousand Five Hundred and Thirty only) as the licence fee from 16.04.2019 to 31.10.2022 when he has vacated the premises.

The Government has also placed before us the amount of salary due and payable to the Petitioner from 01.04.2017 to 15.04.2019 and even the Petitioner has placed on record his own calculation.

7. It is not in dispute that the Petitioner has discharged his duties as Radiation Safety Officer in the Department of Radiology, after the expiry of his official extension for a period of one year i.e, from 01.04.2016 to 31.03.2017 on contractual basis and even continued to discharge his duties w.e.f. 01.04.2017 to 15.04.2019. The State

Government has no difficulty in accepting the submission of the Petitioner that he is entitled to draw the salary on contractual basis for the period from 01.04.2017 to 15.04.2019, estimated at Rs.12,58,053/- (Rupees Twelve Lakh Fifty Eight Thousand and Fifty Three only), which is the amount arrived at after deduction of the pension paid for the said period.

Since the Petitioner continued to retain the residential premises allotted to him till 31.10.2019, as per the calculation of the Respondent a sum of Rs.5,81,530/- (Rupees Five Lakh Eighty One Thousand Five Hundred and Thirty only) is liable to be recovered as rent of the said premises.

8. The learned Additional Government Advocate as well as the Counsel for the Petitioner are ad idem to the aspect that after deducting the amount of rent which is due and payable from the computation of Rs.12,58,053/-, the Petitioner is entitled to receive a sum of Rs.6,76,523/- (Rupees Six Lakh Seventy Six Thousand Five Hundred and Twenty Three only) towards salary dues for the services rendered by him from 01.04.2017 to 15.04.2019 and this amount shall be accepted by him as full and final settlement of the dues to be received by him for the service rendered for the aforesaid period.

9. Since a consensus is arrived between the Petitioner and the Government in the aforesaid terms, the Petition deserve to be made

absolute in terms thereof.

The learned Additional Government Advocate has instructions to make a statement that within a period of ten weeks from today, the amount shall be disbursed to the Petitioner.

NIVEDITA P. MEHTA, J.

BHARATI DANGRE, J.