

**HIGH COURT OF TRIPURA
AGARTALA**

WP(C) 43 of 2024

Jibesh Chandra Deb

..... Petitioner(s)

Versus

**Tripura Scheduled Castes Cooperative Development Corporation
Limited and others**

..... Respondent(s)

For Petitioner(s) : Mr. Biplab Debnath, Advocate.

For Respondent(s) : Mr. Ratan Datta, Advocate.

HON'BLE MR. JUSTICE T. AMARNATH GOUD

ORDER

30.01.2024

This is a petition under Article 226 of the Constitution of India filed by the petitioner.

[2] The case of the petitioner in brief is that, while discharging his duties at Udaipur, the petitioner became acquainted with the respondent No.9, Sankar Das and out of friendly relation, the petitioner became a guarantor on behalf of respondent No.9. The respondent No.9 availed a loan of Rs.1,90,000/- from the respondent no.1 i.e. Tripura Scheduled Castes Cooperative Development Corporation Limited for his business purpose. After availing the loan, the respondent No.9 failed to repay the installment amount due to which he became a defaulter. The respondent No.3 (the General Manager, Tripura Scheduled Castes Cooperative Development Corporation Limited) through their letters requested the respondent No.7 (the Deputy General Manager, Tripura State Electricity Corporation Limited) i.e. employer of the petitioner, to deduct Rs.10,000/- from his salary as loan amount. According to the petitioner, prior to issuance of the letters, the respondent No.3 did not take any legal action against respondent No.9 for non-payment of the installment amount and after elapse of about seven years, issued the said letters to respondent No.7 for such deduction from the salary of the petitioner. The petitioner through his lawyer issued legal notice upon the respondent No.7 and requested him that due to

time barred, the said amount cannot be deducted from the salary of the petitioner. Thereafter, again vide impugned letter dated 08.01.2024, the respondent No.3 requested the respondent no.7 to deduct the installment amount from the salary of the petitioner which amount includes interest.

[3] Being aggrieved, the petitioner has approached this Court seeking following reliefs:

"i. *ISSUE RULE*, calling upon the respondents and each one of them, to show cause as to why a Writ of Certiorari and/or in the nature thereof, shall not be issued, calling for the records, lying with the respondents, for rendering substantial and conscionable justice to the petitioner and also to quash/set aside the Letter under No. F.65(6674)SC/SB/8453, dated 08.01.2024 issued by the General Manager, Tripura Scheduled Castes Cooperative Development Corporation Limited i.e. respondent no.2 herein, demanding illegal recovery of loan amount from the salary of the petitioner-guarantor @Rs.10,000/- per month, and also to quash the letter no. F.A/C No.4648/SC/SB/1131, dated 11.05.2023 issued by the General Manager, Tripura Scheduled Castes Cooperative Development Corporation Limited, requesting the Deputy General Manager, Electric Division No.1, Banamalipur, Agartala, West Tripura, to deduct Rs.10,000/- per month from the salary of the petitioner-guarantor and exonerate the petitioner from the liability of being the guarantor of the loanee-Sankar Das and also to exempt the petitioner from paying the interest accrued therein;

ii. *ISSUE RULE*, calling upon the respondents and each one of them, to show cause as to why a Writ of Mandamus and/or in the nature thereof, mandating/directing the respondents, to quash/set aside the Letter under No.F.65(6674)SC/SB/8453, dated 08.01.2024 issued by the General Manager, Tripura Scheduled Castes Cooperative Development Corporation Limited i.e. respondent No.2 herein, demanding illegal recovery of the loan amount from the salary of the petitioner-guarantor @Rs.10,000/- per month, and also to quash the letter no. F.A/C No.4648/SC/SB/1131, dated 11.05.2023 issued by the General Manager, Tripura Scheduled Castes Cooperative Development Corporation Limited, requesting the Deputy General Manager, Electric Division No.1, Banamalipur, Agartala, West Tripura, to deduct Rs.10,000/- per month from the salary of the petitioner-guarantor and exonerate the petitioner from the liability of being the guarantor of the loanee-Sankar Das and also to exempt the petitioner from paying the interest accrued therein;

iii. *ISSUE RULE*, calling upon the respondents and each one of them, to show cause as to why a Writ of Prohibition and/or in the nature thereof, restraining/prohibiting the respondents, from acting in any manner, in furtherance thereof, demanding recovery of the loan amount from the salary of the petitioner-guarantor @ Rs.10,000/- per month, vide letter No. F.65(6674)SC/SB/8453, dated 08.01.2024 and letter no. F.A/C No. 464/SC/SB/1131, dated 11.05.2023 issued by the General Manager, Tripura Scheduled Castes Cooperative Development Corporation Limited;

iv. In the alternative, stay the operation of the impugned order dated 08.01.2024 issued by the respondent no.3 directing the respondent no.7 to deduct the loan amount from the salary of the petitioner;
"

[4] Heard learned counsel for the respective parties.

[5] Mr. Ratan Datta, learned counsel for the respondents placed before this Court the disputed letters from the borrower as well as the guarantor indicating that the borrower has drawn only Rs.20,000/- out of Rs.1,90,000/- and the remaining amount was usurped by the guarantor. It is not the case of the guarantor that he is not liable to pay but, he is on the point of limitation that

3(three) consecutive installments are over and also no proper steps have been taken for recovery of the amounts from the principal borrower. The borrower also addressed a letter to the respondent stating that he did not receive full amount.

In view of the disputed question of facts, this Court cannot go into the issues on the point of advancing loan, disbursement of amounts, issuing of notices, calculations of amounts etc. by the respondents in favour of petitioner-guarantor or the original borrower. It is not for this Court to decide the matter under Article 226 of the Constitution of India. Hence, the writ petition is accordingly dismissed as not maintainable. However, both the parties are at liberty to avail remedies under law.

As a sequel, miscellaneous application(s) pending, if any, shall also stand closed.



JUDGE

Sabyasachi G.

**SABYASACHI
GHOSH**

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