

GAHC010014192024



THE GAUHATI HIGH COURT
(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)

Case No. : WP(C)/375/2024

M/S NEHERBS AND ANR
A REGD. PARTNERSHIP FIRM HAVING ITS OFFICE AND PRINCIPAL PLACE
OF BUSINES AT HOUISE NO-111, R.G BARUAH ROAD, GANESHGURI,
GUWAHATI AND REP. BY ITS PARTNER DIGANTA KUMAR ADHIKARI

2: DIGANTA KUMAR ADHIKARI
S/O- LATE BHAGAWAN CHANDRA ADHIKARI

R/O-NAYANPUR ROAD
KALYANPUR
GANESHGURI
GUWAHATI-0

VERSUS

THE UNION OF INDIA AND 3 ORS
REP. BY THE SECRETARY TO THE GOVT OF INDIA, MINISTRY OF LABOUR
AND EMPLOYMENT, NEW DELHI-01

2:THE EMPLOYEES PROVIDENT FUND ORGANISATION
REP. BY THE REGIONAL PROVIDENT FUND COMMISSIONER

NORTH EAST REGION
G.S. ROAD
BHANGAGARH
GUWAHATI - 781005.

3:THE ASSISTANT PROVIDENT FUND COMMISSIONER (RECOVERY)
EMPLOYEES PROVIDENT FUND ORGANIZATION
GUWAHATI

4:THE RECOVERY OFFICER
EMPLOYEES PROVIDENT FUND ORGANIZATION
GUWAHATI

G.S ROAD
BHANGAGARH
GUWAHATI-0

Advocate for the Petitioner : MR. S K DAS

Advocate for the Respondent : DY.S.G.I.

BEFORE
HONOURABLE MR. JUSTICE MICHAEL ZOTHANKHUMA

ORDER

21.03.2024

1. Heard Mr. S.K. Das, learned counsel for the petitioners. Also heard Mr. D. Dey, learned counsel for the respondents.

2. The petitioners' case is that in terms of the installment plan, which had been proposed by the petitioner and agreed to by the respondents, the petitioners were to pay Rs.1,53,993/- per month as interest EPF dues in 25 installments. The same was accepted by the respondents, vide letter dated 09.05.2023. However, vide letter dated 09.01.2024, the installment plan made between the respondents and the petitioners (NEHERBS) was annulled. The petitioner was directed to remit all dues amounting to Rs.30,78,991/- with respect to RRC NEGHY/0003596/22/04/2021/501/35/401 dated 22.04.2021.

3. The petitioners' counsel submits that though the respondents had taken the plea that the petitioners' cheque bearing no.075229 dated 10.06.2023 was dishonoured due to insufficiency of funds, the petitioners have now submitted cheque dated 27.02.2024, Bank Draft dated 04.03.2024 and 11.03.2024 paying

the respondents Rs.20,89,636/- in the month of March, 2024. He accordingly prays that the petitioner may be allowed to pay the remaining balance amount of Rs.9,88,725/- as per the installment plan agreed to between the parties.

4. Mr. D. Dey, learned counsel for the respondents admits to the fact that the petitioners have paid Rs.20,89,636/- in the month of March, 2024.

5. Though the counsels for the parties have agreed that the petitioner may be allowed to pay the remaining balance amount in installments, they are at odds as to the number of installments to be made.

6. On considering the above issue, this Court is of the view that the petitioner should pay the remaining balance amount in terms of the installment plan made earlier. Accordingly, the petitioner shall pay Rs.9,88,725/- in installments @Rs.1,53,993/- every month, to be paid by 7th of each month starting from April, 2023 till final payment of the entire balance amount. Consequently, the impugned letter dated 13.12.2023 and 21.12.2023 shall be kept in abeyance till final payment of the due amount is made by the petitioner. The above interim order will be vacated automatically if the above direction is not complied with by the petitioner.

7. The writ petition is accordingly disposed of.

JUDGE

Comparing Assistant