

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT:

THE HONOURABLE MR. JUSTICE A.K.JAYASANKARAN NAMBIAR

TUESDAY, THE 30TH DAY OF JUNE 2015/9TH ASHADHA, 1937

WP(C).NO. 2360 OF 2012 (T)

PETITIONER(S) :

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G.MUNIYANDI,  
AVADI ILLOM, KARIMKULAM, ADIMALI.P.O.  
IDUKKI DISTRICT  
PIN.685 561. (RETIRED ELECTRICITY WORKER  
KERALA STATE ELECTRICITY BOARD.

BY ADVS.DR.K.P.SATHEESAN  
SRI.M.R.JAYAPRASAD  
SRI.P.MOHANDAS (ERNAKULAM)  
SRI.ANOOP.V.NAIR

RESPONDENT(S) :

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1. MOOLAMATTOM ELECTRICITY BOARD EMPLOYEES CO-OPERATIVE SOCIETY  
REPRESENTED BY ITS SECRETARY, MOOLAMATTOM.P.O., IDUKKI  
PIN.685 589.

2. THE CHIEF ENGINEER (H.R.M.)  
KERALA STATE ELECTRICITY BOARD, VYDYUTHI BHAVAN  
PATTOM, THIRUVANANTHAPURAM-695 004.

3. THE ACCOUNTS OFFICER  
PENSION DIVISION, FA & CAO  
KERALA STATE ELECTRICITY BOARD, VYDYUTHI BHAVAN  
PATTOM, THIRUVANANTHAPURAM-695 004.

4. R.MUNIYANDI  
ELECTRICITY WORKER, KERALA STATE ELECTRICITY BOARD  
CIVIL MAINTENANCE SECTION, CHITHIRAPURAM.P.O.  
IDUKKI DISTRICT, PIN.685 565.

R2,3 BY ADV. SRI.K.S.ANIL, SC, KSEB  
RR1 BY ADV. SRI.GEORGE THOMAS (MEVADA) (SR.)  
RR1 BY ADV. SRI.MANU GEORGE KURUVILLA  
RR1 BY ADV. SRI.AMAL GEORGE  
R4 BY ADV. SRI.M.R.RAJESH  
R BY SRI.K.S.ANIL, SC, KSEB

THIS WRIT PETITION (CIVIL) HAVING BEEN FINALLY HEARD ON 30-  
06-2015, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

WP(C).NO. 2360 OF 2012 (T)

APPENDIX

PETITIONER(S) EXHIBITS

EXT.P1-TRUE COPY OF THE CONSENT LETTER GIVEN BY THE 4TH RESPONDENT  
DATED 25.7.2006.

EXT.P2-TRUE COPY OF THE LETTER WRITTEN BY THE FIRST RESPONDENT TO THE  
DEPUTY CHIEF ENGINEER, ELECTRICAL CIRCLE, THODUPUZHA DATED 21.10.2004.

EXT.P3-TRUE COPY OF THE CERTIFICATE GIVEN BY THE FIRST RESPONDENT DATED  
23.5.2011.

EXT.P4-TRUE COPY OF THE LAWYER NOTICE ISSUED BY THE PETITIONER DATED  
15.7.2011.

RESPONDENTS' EXHIBITS :NIL

//TRUE COPY//

P.A TO JUDGE

**A.K.JAYASANKARAN NAMBIAR, J.**

.....  
**W.P.(C).No.2360 of 2012**

.....  
**Dated this the 30<sup>th</sup> day of June, 2015**

**J U D G M E N T**

The petitioner is a retired Electricity Worker (HG), who retired from the services of the respondent Board on 18.05.2004. While in the services of the Board, he stood surety for a loan availed by another employee (Raju), who subsequently died in 2003. On the petitioner's retirement from service an amount of Rs.76,354/- was withheld from his terminal benefits. Latter, however, Rs.30,722/- was paid to the petitioner by the 1<sup>st</sup> respondent Society where the petitioner had stood surety for the loan advanced to the said Raju. The net result is that there is an amount of Rs.45,632/- that is still to be recovered by the petitioner from the legal heirs of the deceased Raju. In the writ petition, the case of the petitioner is that the terminal benefits due and payable to Raju have not yet been released to him by the respondent Board, and hence, the amount that is due to him from the said Raju can be withheld from the terminal benefits that are payable to the said Raju. The petitioner would rely on Ext.P1 consent letter that was executed by the deceased Raju's son and which letter is seen witnessed by the officials of the respondent

Board.

2. A counter affidavit has been filed on behalf of the 2<sup>nd</sup> respondent Board wherein it is stated that an amount of Rs.3,49,767/- was the liability that had to be recovered from the DCRG payable to the petitioner, under various heads. The details of these amounts are given at paragraph 4 of the counter affidavit. It is stated that the pensionary benefits due to the petitioner have already been sanctioned, but the retirement benefits of deceased Raju have not been disbursed till date on account of a dispute that subsists between the children of late Raju. It is also pointed out that the amounts recovered from the petitioner on account of the liability to the 1<sup>st</sup> respondent bank have been remitted to the 1<sup>st</sup> respondent and, if at all the petitioner seeks any refund from the amounts that have been disbursed to the bank, then it is for petitioner to approach the said bank. In the counter affidavit filed by the 1<sup>st</sup> respondent bank, it is stated that, the 2<sup>nd</sup> respondent Board had paid an amount of Rs.1,65,510/- to the 1<sup>st</sup> respondent from the terminal benefits that were due to the petitioner. The said amount included amounts that represented a personal liability of the petitioner to the 1<sup>st</sup> respondent bank as also half of the liability that the petitioner incurred on behalf

of deceased Raju, the other half being attributed to another surety. It is also stated that on 20.12.2005, the 1<sup>st</sup> respondent received a sum of Rs.91,601/- as salary arrears of deceased Raju from the 2<sup>nd</sup> respondent Board. Out of this amount, after adjusting the liability of deceased Raju, an amount of Rs.30,722/- was paid to the petitioner.

3. I have heard the learned Senior counsel Dr.K.P.Satheesan, for the petitioner and Sri.Manu George, the learned counsel on behalf of the 1<sup>st</sup> respondent bank and Sri.K.S.Anil, the learned Standing counsel for the respondent Board.

On a consideration of the facts and circumstances of the case as also the submissions made across the bar, I find that in as much as the 2<sup>nd</sup> respondent Board has already disbursed the terminal benefits due to the petitioner partly to the petitioner himself and partly to the 1<sup>st</sup> respondent who was the creditor in respect of certain liabilities of the petitioner, the respondent Board cannot be said to have retained any amount that is due and payable to the petitioner at this point in time. No doubt, the petitioner has a case that an amount of Rs.45,632/- is still owing to him from the legal heirs of deceased Raju for whom he had stood surety in connection with a loan advanced by

the 1<sup>st</sup> respondent bank. The petitioner would also rely on Ext.P1 consent letter, that was executed by the deceased Raju's son before the 2<sup>nd</sup> respondent Board consenting to have any liability standing in the name of his deceased father to be withheld from the DCRG amounts that would become payable to him from the respondent Board. It is the case of the petitioner that, in view of Ext.P1 consent letter issued by the son of deceased Raju, it would be open to the respondent Board to disburse the balance amount of Rs.45,632/- that is due to the petitioner by adjusting the said amount from the amounts to be released to the son of deceased Raju at the time of final disbursement of the terminal benefits of deceased Raju to his legal heirs consequent to the resolution of the dispute currently pending between them. On the facts and circumstances of the case, I find force in the said submission of learned Senior counsel for the petitioner and I dispose the writ petition directing the 2<sup>nd</sup> respondent Board to take note of Ext.P1 consent letter issued by the son of deceased Raju, and act upon the same while disbursing the retirement benefits to the legal heirs of deceased Raju consequent to a resolution of the dispute between the children of deceased Raju. If an amount exceeding Rs.45,632/- is due to the son of deceased Raju, as his share of the terminal benefits due to the legal heirs of deceased Raju, then the

respondent Board can withhold an amount of Rs.45,632/- from the said amounts and release the withheld amount to the petitioner who has discharged a liability in the same amount to the 1<sup>st</sup> respondent bank, on behalf of deceased Raju.

The writ petition is disposed as above.

**A.K.JAYASANKARAN NAMBIAR**  
**JUDGE**

mns