

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.556 of 2014

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Md. Arif Son of Late Md. Rafique Uddin R/O New Colony (Near I.T.I. Digha),
P.S.- Digha, District- Patna

.... Petitioner/s

Versus

1. Managing Director M/S Bata India Limited, Bata House, 418/02, Sector 17, Gurgaon, Mehrouli Road, Gurgaon- 122002, Haryana
2. Assistant Manager East Assaults, Bata India Limited Bataganj Unit, Batanj, P.S.- Digha, District- Patna
3. Personnel Manager, Beta India Limited, Belaganj, P.S.- Digha, District- Patna
4. General Manager, Bata India Limited Bataganj, P.S.- Digha, District- Patna
5. Accounts Manager, Bata India Limited, Bataganj, P.S.- Digha, District- Patna
6. Divisional Manager, Life Insurance Corporation of India, Jeevan Deep Building, Opposite Rajasthan Hotel, Frazer Road, Patna

.... Respondent/s

with

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Civil Writ Jurisdiction Case No. 25107 of 2013

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Arun Chandra Pathak Son of Late Narayan Das Pathak Residing at House No.- 14,
Opposite Nagina Apartment, Cda Colony P.S.- Shastri Nagar, District- Patna

.... Petitioner/s

Versus

1. The Managing Director, M/S Bata India Limited, Bata House, 418/02, Sector 17, Gurgaon, Mehrouli Road, Gurgaon- 122002, Haryana
2. General Manager, Bata India Limited, Bataganj, Patna 800018
3. Accounts Manager, Bata India Limited Bataganj, Patna 800018
4. The Divisional Manager, Life Insurance Corporation (Hereinafter Referred as 'LIC') of India, Jeevan Deep Building Opposite Rajasthan Hotel, Frazer Road, Patna

.... Respondent/s

with

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Civil Writ Jurisdiction Case No. 585 of 2014

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Ranjit Kumar Ambasta Son of Late Bhagwati Kumar Ambasta Resident Of
Mahadeopuri, East of Road No. 6/C (Gardanibagh), P.S. Gardanibagh, District- Patna

.... Petitioner/s

Versus

1. Managing Director, M/S Bata India Limited, Bata House, 418/02, Sector 17, Gurgaon, Mehrouli Road, Gurgaon- 122002, Haryana
2. Assistant Manager East Associates,, Bata India Limited Bataganj Unit, Bataganj, P.S.- Digha, District- Patna
3. Personnel Manager, Beta India Limited, Bataganj, P.S.- Digha, District- Patna'

- 4. General Manager, Bata India Limited Bataganj, P.S.- Digha, District- Patna
- 5. Accounts Manager, Bata India Limited, Bataganj, P.S.- Digha, District- Patna
- 6. Divisional Manager, Life Insurance Corporation of India, Jeevan Deep Building, Opposite Rajasthan Hotel, Frazer Road, Patna

.... Respondent/s

Appearance :
(In CWJC No. 556 of 2014)
For the Petitioner/s :
For the Respondent For LIC:
For the Respondent BATA :
(In CWJC No. 25107 of 2013)
For the Petitioner/s :
For the Respondent For LIC:

Mr. ANSHU DHAR SHARMA
Mr. RAJEEV RANJAN PRASAD
Mr. NILANJAN CHATTERJEE
Mr. SUDHANSHU TRIVEDI
Mr. M.P. GUPTA

For the Respondent BATA :
(In CWJC No. 585 of 2014)

Mr. ANSHU DHAR SHARMA
Mr. RAJEEV RANJAN PRASAD
Mr. NILANJAN CHATTERJEE
Mr. SUDHANSHU TRIVEDI
Mr. M.P. GUPTA

For the Petitioner/s :
For the Respondent For LIC:

Mr. ANSHU DHAR SHARMA
Mr. RAJEEV RANJAN PRASAD
Mr. NILANJAN CHATTERJEE
Mr. SUDHANSHU TRIVEDI

For the Respondent BATA :

Mr. M.P. GUPTA

CORAM: HONOURABLE MR. JUSTICE KISHORE KUMAR MANDAL
ORAL JUDGMENT
Date: 09-08-2016

Heard both sides.

The writ applications raise common issue(s) and as such they have been heard together with the consent of the parties.

The petitioners of C.W.J.C. No. 556 of 2014 and 25107 of 2013, has prayed for payment of the amount payable under the Group Saving Linked Insurance Scheme (for short “GSILS) with interest whereas in C.W.J.C. No. 558 of 2014, a further prayer is made for payment of salary of few months by the respondent- M/s Bata India Limited (for short “BATA”) which remained outstanding. Indisputably, the petitioners are no longer in the employment of the

respondent-BATA. It has been urged that although the contribution against the policy purchased by the respondent-BATA for the benefit of the employees were being deducted but the payment of the GSILS has not been made. The respondent-BATA was required to transmit the premium amount deducted from the salary of the employees of the respondent-LIC which was not done.

A stand has been taken by the respondent-LIC that the policies were lying in lapsed condition inasmuch as certain paper(s) in spite of the request earlier made were not supplied by the respondent-BATA to the LIC.

The counsel for the respondent-BATA has submitted that the paper works lying in arrear between the company and the LIC have been completed whereafter the amount payable to the petitioner(s) under the GSILS has been disbursed and the demand draft(s) of the amount payable to the petitioners have already been prepared. He has produced three demand drafts, details whereof are as follows:

Name	Amount	DD. No. & Date
Arun Chandra Pathak	10,000/-	089633 dtd. 08.08.2016
Ranjeet Kumar Ambastha	18,500/-	089634 dtd. 08.08.2016
Md. Arif	17,000/-	089627 dtd. 04.08.2016

It is stated that these payments may be accepted by the petitioner(s) which, according to him, satisfy the outstanding dues of

the petitioner(s).

The counsel for the petitioner(s) on the other hand submits that the premium of the policy was deducted on regular basis by the company and as such the petitioner(s) would be entitled to the compensation or penal interest for delayed payment of the said dues after the matter was litigated in this Court.

I am conscious of the fact that company has not the trappings of the State within the meaning of Article 12 of the Constitution of India. However, considering the fact that certain amount according to the petitioner(s) remained outstanding with the BATA, a liberty is granted to prosecute the respondent-BATA for realization of the remaining dues or any other dues, if any, in accordance with law. The three demand drafts presented by Mr. Gupta are handed over to Sh. Anshudhar Sharma, the counsel for the petitioner(s) under receipt.

The writ application is dismissed with above observations.

(Kishore Kumar Mandal, J)

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