

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.12393 of 2019

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Bihar state co- operative marketing Union Ltd. in Short Biscomaun (Bihar and Jharkhand),having its Office at Biscomaun Bhawan, West-Gandhi Maidan, P.S,-Gandhi Maidhan, Patna-800001, Town and District-Patna, through its Managing Director.

... .. Petitioner/s

Versus

1. Central Board of Trustees through its Chairman, Ministry of Labour and Employment, Government of India, Shram Shakti Bhawan, Rafi Marg, New Delhi-110001.
2. The Union of India through it Secretary, Ministry of Labour and Employment, Government of India, Shram Shakti Bhawan, Rafi Marg. New Delhi-110001.
3. The Central Provident Find Commissioner, 14, Bhikhaji Cama Place, Bhavishya Nidhi Bhawan, New Delhi-110066.
4. The Regional P.F. Commissioner-I (Recovery),14, Bhikhaji Cama Place, Bhavishya Nidhi Bhawan, New Delhi-110066.
5. The Additional Central P.F. Commissioner (BR), E.P.F.O., Zonal officer, Bhavihsya Nidhi Bhawan, 3rd Floor R Block, Road No-6, Patna-800001.
6. The Regional provident Fund Commissioner-1 Regional Office, Bhavishya Nidhi Bhawan, R-Block, Road No.-6, Patna-800001.
7. Assistant provident Fund Commissioner (Compliance) Regional Office, E.P.F.O., Patna, Bhavishya Niddhi Bhawan, R-Block, Road No.-6, Patna-800001.
8. The State of Bihar through the Chief Secretary, Government of Bihar, Patna.
9. The Cooperative Department, through its Principal secretary, Government of Bihar, Patna.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Y.V. Giri, Sr. Adv. Mr.Ashish Giri, Adv. Mr. Rajat Kumar Tiwary, Adv.
For the Respondent/s	:	Mr. Rajeev Verma, Sr. Adv. Mr. Prashant Sinha, Adv. Mr.Syed Iqbal Ahmad (SC20) Mr. S.D. Sanjay, AD SG Ms. Kanak Verma, CGC Mr. Mahtab Ala, AC to SC20
For the EPFO	:	Mr. Rajiv Kumar Verma, Sr. Adv. Mr. Prashant Sinha, Adv.

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CORAM: HONOURABLE MR. JUSTICE SHIVAJI PANDEY
ORAL JUDGMENT

Date : 08-07-2019

Heard learned counsel for the parties.



In the present case, a prayer has been made by the BISCOMAUN for realization of the outstanding dues of Rs. 20 crores in 72 installments as has been submitted that the outstanding dues has occurred on account of bad financial condition of the BISCOMAUN which remained under supersession for a quite long period of time.

Learned counsel for the BISCOMAUN submits that the Board of Director has been re-constituted and it is working smoothly. He has further submitted that the BISCOMAUN is paying salary to its employees including remitting the respective contribution to the Employee Provident Fund Office (in short 'E.P.F.O.') regularly. It has also been noted that up to 2017, the BISCOMAUN remains under relaxation, accordingly, the Board of Trustees were operating Employees Provident Trust Fund, after the year 2017, the Employees Provident Trust Fund has been transferred to E.P.F.O., at present, it is under their command and control. As on today, the outstanding dues amount is very huge and the BISCOMAUN is showing its inability to make payment in one go. On account of non-payment of the outstanding dues, the E.P.F.O. has taken coercive action against the BISCOMAUN by making attachment of its bank account including direction has been given to the tenants of BISCOMAUN to pay the rest amount



directly to the E.P.F.O. in order to liquidate the outstanding dues of Rs. 27 crores as has been voluntarily declared by the BISCOMAUN and out of that dues, altogether, the E.P.F.O. has realized an amount of Rs. 7 crore and odd, as on today, as per BISCOMAUN, Rs. 19 crore and odd is the outstanding but, the E.P.F.O. has submitted that it is a voluntarily tentative declaration of the BISCOMAUN but, will be subject to final report of the auditors which may go higher or lower side.

On coercive action, the BISCOMAUN has requested the E.P.F.O. that they are agreeable to make payment of the outstanding dues in 72 installments. At one stage, the E.P.F.O. was ready to accept the 72 installments but, at later stage, it has changed its stand and asked the BISCOMAUN to show the financial viability to make payment of arrear in installment which was replied by the BISCOMAUN but, the E.P.F.O. did not agree to accept 72 installments for clearing the outstanding dues.

The case was taken up on 24.6.2019 and this Court has adjourned the matter and requested the learned senior counsel appearing on behalf of the E.P.F.O. to take instruction as to whether the E.P.F.O. is agreeable to take outstanding dues of Rs. 20 crores by way of 72 installments but, positive response has not been received.



Examining consequences of realization of the amount of money in one go, this Court is of the view, it may lead to devastating effect of crippling entire machinery, hence taking a pragmatic view in the manner that the Institution also must survive along with its employees as well as the E.P.F.O. Organization must receive all its outstanding dues without any hindrance. It has been informed by the BISCOMAUN that they are regularly paying the salary as well as remitting the current contribution to the E.P.F.O. which has not been disputed as well as they are agreed to pay the outstanding amount in installments.

Looking to the entirety, balancing interest of each and every aspect of the matter to the extent that E.P.F.O. must receive the outstanding dues and the order should be passed in such a manner that it may not affect the working of BISCOMAUN in any manner and the working of BISCOMAUN may not come to standstill, this Court accepts the proposal of the BISCOMAUN to make payment in 72 installments but, as per the stand of the E.P.F.O., the BISCOMAUN will submit Revolving Bank Guarantee for six months and they will also submit advance cheque of Rs. 20 crores and, in the event of failure to comply any of the conditions mentioned above or in the event the cheque, which is remitted to the E.P.F.O. get bounced, in that event, the



Managing Director through Board will be sole responsible for legal action to be taken by the E.P.F.O.

All the formalities has to be completed by the BISCOMAUN within a period of one month of withdrawal of attachment of the bank account, details of which are as follows:-

INDIAN BANK		
Sr. No.	Name of Account	Account Number
1	Biscomaun Karmachari Sahkari Grih Nirman Samiti Ltd.	537703967
2	Biscomaun Employees credit and thift cooperative society Ltd.	537725879
3	Biscomaun Range Office	537816428
4	Biscomaun Godown Repairing	6536047957
5	Biscomaun EPF account	537702170
6	Biscomaun Imprest account	537816495
7	Biscomaun	6284900082
8	Bisco Coal Marketing	537816531
9	Biscomaun	6371028077
10	Biscomaun	6374623823
11	Biscomaun Imprest account	537816495
SBI BANK		
Sr. No.	Name of Account	Account Number
1	Biscomaun	11049750401
TAPENDU CO-OPT. BANK		
Sr. No.	Name of Account	Account Number
1	Biscomaun	11001133701
PATLIPUTRA CENTRAL CO-OPT. BANK		
Sr. No.	Name of Account	Account Number
1	Biscomaun	002034004007026
2	Biscomaun	002034004007025
3	Biscomaun	002034004007026
KOTAK MAHINDRA BANK		
Sr. No.	Name of Account	Account Number



1	Biscomaun	2912857666
2	Biscomaun	3311547158
CANARA BANK		
Sr. No.	Name of Account	Account Number
1	Biscomaun	2519101007955
HDFC BANK		
Sr. No.	Name of Account	Account Number
1	Biscomaun	50100058740690
UCO BANK		
Sr. No.	Name of Account	Account Number
1	Biscomaun	20490110013618

The BISCOMAUN will start making payment of installments to the E.P.F.O. within a period of one month from the date of withdrawal of attachment of the bank account. The E.P.F.O. will also withdraw the letter by which the E.P.F.O. has directed tenants of the BISCOMAUN for remittance of rent directly.

Relief which has been granted will be available to the petitioner so long it carry out the direction of this Court without any default. In the event, the petitioner fails to comply the direction, the interim benefit given will be treated to have been withdrawn and the E.P.F.O. will be at liberty to take any legal action against the BISCOMAUN in accordance with law.

The E.P.F.O. would withdraw the order of attachment within 48 hours of the pronouncement of this order.

It is further directed that the BISCOMAUN, whenever it would receive application from its employees for payment of



their E.P.F. amount, after proper verification/attestation, will remit the same to the E.P.F.O., in turn, the E.P.F.O., will release the money to the employee concerned proportionate to the amount of money deposited by the BISCOAUN.

With the aforementioned observation and direction, this writ application is disposed of.

(Shivaji Pandey, J)

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AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	12.07.2019
Transmission Date	

