AD. 124.
April 1, 2022.
MNS.

WPA No. 17265 of 2021

Uttar Dinajpur District Police Personnel and Family Welfare Co-operative Credit Society Limited
Vs.
The State of West Bengal and others

Mr. Shyamal Kumar Das,
Mr. Satyajit Tripathi,
Ms. Krishna Yadav

…for the petitioner.

Mr. Arnab Ray

…for the respondent nos. 2 to 5.

Mr. P. K. Roy,
Mr. Biplob Das

…for the respondent nos. 6.

Mr. Arnab Ray, learned counsel for the respondent nos. 2 to 5, that is, the Bank, submits that the writ petition is not maintainable in its present form, since an equally efficacious alternative remedy is available to the petitioner in the form of a challenge before the Registrar, Co-operative Societies under Section 102 of the West Bengal Co-operative Societies Act, 2006 (for short "the 2006 Act").

Learned counsel for the petitioner contends that the writ petition does not ventilate any grievance or any dispute contemplated under Section 102 of the 2006 Act. However, learned counsel for the petitioner restricts his prayer to decide on the petitioner’s communication annexed at page 20 of the writ petition where the writ petitioner is purportedly (as the annexure is dark and almost illegible) seeking the statement of accounts with regard to the petitioner’s 55 loan accounts.

However, learned counsel for the respondent-Co-operative Bank places reliance on the communication by the District Magistrate, Uttar Dinajpur & Special Officer Raiganj Central Co-operative Bank Limited to the Superintendents of Police Raiganj and Islampur Police Districts, *inter alia*, to the effect that the petitioner-society has not executed any Memorandum of Understanding (MoU) with the Branch as directed by HO for enjoying moratorium under the circulars. It has further been alleged in the said communication that the society has already defaulted by several EMIs in several accounts appearing from MoU.

It is always open to the petitioner to approach the appropriate Registrar, Co-operative Societies under Section 102 of the 2006 Act in the event the petitioner raises any dispute upon the accounts-in-question being disclosed to the petitioner. However, since such a course of action would be premature at the present stage, as the petitioner is not equipped with any statement of overdue principal balance of 555 EMIs provided to the petitioner by the respondent/co-operative Bank, relegating the petitioner to the said forum would be premature at the present juncture.

Accordingly, WPA No.17265 of 2021 is disposed of by directing the respondent no.3, the Chief Executive Officer of the Raigunj Central Co-operative Bank Limited, to furnish copies of the statement of accounts of all the loan accounts of the writ petitioner with the said respondent, as well as a copy of the concerned MoU executed between the parties, at the earliest, preferably within a fortnight from date.

Liberty is granted to the petitioner to approach the appropriate Registrar, Co-operative Societies under Section 102 of the 2006 Act in the event there arises a specific dispute between the petitioner and the respondent no.3 with regard to such accounts.

If so approached, such Registrar shall decide the issue without being influenced in any manner by any of the observations made in this order.

Needless to say, it will be open to the petitioner, upon getting the copies of the statements of accounts, in the event no dispute is raised by the petitioner, to make the payments as per the accounts of the Co-operative Bank.

Since no affidavits have been called for from the respondents, it is deemed that the allegations made in the writ petition are all denied by the respondents.

There will be no order as to costs.

Urgent photostat certified copies of this order, if applied for, be made available to the parties upon compliance with the requisite formalities.

(Sabyasachi Bhattacharyya, J.)