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W.P.(MD)NO.5312 OF 2023

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 14.06.2023

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THE HONOURABLE MR.JUSTICE G.R.SWAMINATHAN

W.P.(MD)No.5312 of 2023

G.Arockiasamy

... Petitioner

Vs.

1. The Block Educational Officer-I,
Vaiyampatti Union,
Manapparai Taluk,
Trichy District.
2. M.M.297, Vaiyampatti Panchayat Union Employees Primary
and Middle School Teachers
Cooperative Thrift and Credit Society Ltd.,
Through its Chairman.
3. The Sub Treasurer,
Sub Treasury,
Manapparai.
4. S.Stephen Danaraj

... Respondents

Prayer: Writ petition is filed under Article 226 of the Constitution of India, to issue a Writ of Mandamus, directing the 1st respondent to disburse all the petitioner's pensionary benefits and the remaining 10% of Provident fund through the 3rd respondent, without demanding No Objection Certificate from the 2nd respondent, based on the representation dated 05.12.2022.



For Petitioner : Mr.N.Mohan
For R-1 & R-3 : Mr.N.Satheesh Kumar,
Additional Government Pleader.

For R-2 : Mr.K.S.Kathiravan

For R-4 : No appearance.

* * *

ORDER

Heard the learned counsel appearing for the writ petitioner and the learned Additional Government Pleader appearing for respondents 1 and 3 and the learned counsel appearing for the second respondent.

2. There is no appearance on the side of the fourth respondent.

3. The petitioner retired as Middle School Headmaster on 31.07.2022. His grievance is that his pensionary and 10% of PF benefits have not been disbursed.

4. That led to the filing of this writ petition.



5. When the matter was taken up for hearing, the learned Additional Government Pleader submitted that the fourth respondent has availed loan from the second respondent. The petitioner has stood as a guarantor. The petitioner is yet to be discharged. The loan liability has not been cleared. It appears that the fourth respondent has filed a civil suit against the second respondent. There is some dispute between them. Be that as it may, Section 48 of the Tamil Nadu Co-operative Societies Act 1983 provides for agreement being entered between the society, employer and the borrower. In this case, there is a tripartite agreement involving the department, cooperative society and the borrower. The petitioner is also a party to the said tripartite agreement. He signed the same as guarantor. The department is therefore under the obligation to ensure that the liability in favour of the society is discharged in full. It is for this reason, the petitioner's pensionary benefits are not being disbursed.

6. The petitioner through counsel states that the department may earmark a portion of the benefits due and payable to him and disburse the same to the petitioner after the issue is resolved. It is relevant to note here that the fourth respondent is also working as teacher in the very same Marungapuri Union and he is having few more years of service.



WEB COPY 7. I find the stand of the petitioner to be reasonable and acceptable.

I therefore direct respondents 1 and 3 to process the petitioner's papers and disburse the amounts due to the petitioner after deducting the loan liability owed by the fourth respondent to the second respondent. I have to issue one more direction. The said amount can be withheld by the second respondent. The second respondent will keep the same in an interest bearing account. The department as well as the second respondent will eventually ensure that the entire amount is recovered from the dues payable to the fourth respondent. Once the entire dues are recovered from the fourth respondent, the withheld amount can be paid to the petitioner with accrued interest. This writ petition stands allowed on these terms. No costs.

14.06.2023

NCS : Yes / No
Index : Yes / No
Internet : Yes / No
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To:

1. The Block Educational Officer-I,
Vaiyampatti Union,
Manapparai Taluk,
Trichy District.
2. The Sub Treasurer,
Sub Treasury,
Manapparai.



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G.R.SWAMINATHAN,J.

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