IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.2662 of 2023

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Binay Kumar Sinha, Son of Late Rajendra Prasad, Resident of Priya Nagar, Ward No. - 01, Sonbarsa, Saharsa Raj Saharsa, District- Saharsa.

... ... Petitioner

Versus

1. Uttar Bihar Gramin Bank through its Chairman, Head Office, Kalmabagh Chowk, Muzaffarpur, Bihar.
2. The Chairman, Uttar Bihar Gramin Bank Head Office, Kalamnbagh Chowk, Muzaffarpur.
3. The General Manager, Uttar Bihar Gramin Bank, Head Office Kalambagh, Muzaffarpur.
4. The Regional Manager, Uttar Bihar Gramin Bank, Saharsa.
5. The Branch Manager, Uttar Bihar Gramin Bank, Purani Bazar, Branch- Madhepura.

... ... Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Subodh Kumar Jha, Adv. Mr. Pranav Kumar Jha, Adv.
For the Resp-Bank	:	Mr. Prabhakar Jha, Adv. Mr. Amitesh Jha, Adv.

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CORAM: HONOURABLE MR. JUSTICE HARISH KUMAR
ORAL JUDGMENT
Date : 29-01-2024

Heard Mr. Subodh Kumar Jha, learned counsel for the petitioner and Mr. Prabhakar Jha, learned counsel for the Uttar Bihar Gramin Bank.

2. The petitioner, who superannuated on 30.01.2010 from the post of Branch Manager, Puraini Bazar, Branch, Madhepura, has filed the present writ petition, seeking quashing

of the Letter No. H/TBC/14/21-22/765 dated 23.12.2021 issued under the signature of Chairman of the respondent/Bank whereby and whereunder, the respondent no.1, has rejected the representation dated 01.10.2021 filed by the petitioner. The petitioner also sought further direction to ensure payment of remaining retiral dues and other emoluments.

3. It is the fact that during the pendency of the writ petition, on the intervention of this Court, the substantive due amount has been paid to the petitioner. However, while ensuring the payment, a huge amount of the petitioner to the tune of Rs.7,32,735/- sanctioned under the Gratuity and Leave Encashment, has been adjusted against the outstanding OD account, housing loan and C.D. Nominal.

4. It is submitted on behalf of the petitioner that the petitioner superannuated on 30.01.2010 but as per the records and the clearance certificate issued on 04.10.2010, it clearly suggest that the petitioner had the outstanding dues of only House Building Loan of Rs. 1,59,673/- and KS amount i.e.(OD) for Rs. 1,18,538.78/-. But, they kept the matter pending for a pretty longtime in the name of enquiry and later on after adding the interest over the due amount, the total amount of Rs. 7,32,735/- sanctioned in favour of the petitioner, has been

recovered in a most arbitrary manner. He further emphasized that at the one hand, the respondents have calculated the exorbitant interest over the due amount of the petitioner, however, they failed to ignore the fact that the petitioner was also entitled to interest over the sanctioned amount of Rs. 7,32,735/-.

5. A counter affidavit has been filed on behalf of the respondent/Bank and submission has been made that on the retirement of the petitioner, the then Chief General Manager sanctioned Rs. 4,21,500/- under the head of Gratuity and Rs. 3,11,235/- as Leave Encashment on 30.08.2011, which was calculated on the basis of his last revised and fixed basic pay of Rs.28,100/-. However, before payment of the aforesaid retiral dues to the petitioner, the Regional Officer, Saharsa vide its letter dated 30.08.2011, requested the Head Office to conduct a special inquiry against the petitioner against whom certain allegation of irregularities have been made. Accordingly, on the basis of the afore-noted letter dated 30.08.2011, the payment of retiral dues of the petitioner was stopped. Subsequently, the Regional Officer, Saharsa vide its letter dated 09.03.2017 informed that several personal liability were pending against the petitioner i.e. CD Nominal Liability of Rs. 3,73,128/-/-,

outstanding OD account of Rs. 2,76,767/-, House Building Loan of Rs. 2,22,388/- and under ATL account Rs. 1,29,336/-. In response to the aforesaid letter, the petitioner vide his letters dated 13.06.2019 and 13.08.2019, had requested to adjust outstanding O.D. balance and CD Nominal Liability from his retirement benefits and pay the remaining retiral dues to him. By the said letter, the petitioner had also requested to issue details of the CD Nominal Debit, so that the rectification may be done at his level and if such amount is rectified, then the same would be paid within six months after rectification. On account of the aforesaid request, the adjustment has been made, the particulars of which has mentioned in a tabular chart, which is as follows:

SI. No.	Date	Particular	Sanctioned Amount	Adjusted amount from retiral dues	Remarks
1.	13.08.2019	Gratuity	4,21,500/-		
2.	13.08.2019	Leave Encashment	3,11,235/-		
3.		Outstanding OD account of petitioner		2,98,659.78/-	As per request letter dated 13.06.2019 of Shri Sinha (Annexure-A)
4.		Outstanding Housing Loan of petitioner		1,71,347.22/-	
5.		CD Nominal		2,62,728/-	As per

		Pending Entry			request letter dated 13.08.2019 of Shri Sinha (Annexure -B)
			Rs. 7,32,735/-	Rs. 7,32,735/-	Rs. 78227.67/- (Remaining balance of housing loan rectified in interest)

6. At this stage, learned counsel for the petitioner, submitted that irrespective of the request made by the petitioner, till date he has not been furnished the details of the CD Nominal Debit nor the interest over the sanctioned amount of Gratuity and Leave Encashment has been accorded and surprisingly the due amount as noted hereinabove has been adjusted.

7. Considering the rival submissions on behalf of the learned counsels for the respective parties, the writ petition is disposed of with a direction to the petitioner to approach before the respondent no.2, the Chairman, Uttar Bihar Gramin Bank, Head Office, Kalamnbagh Chowk, Muzaffarpur, who in turn shall furnish all the details of outstanding dues of the petitioner and would also allow adequate opportunity to the petitioner to file response, along with proper calculation chart, whereupon the respondent no.2, shall consider the claim of the petitioner

afresh after calculating the interest over the amount of Gratuity/Leave Encashment, which was duly sanctioned in favour of the petitioner way back in the year 2011 at par with the interest which has been charged by the respondent/Bank upon the outstanding dues against the petitioner, till the adjustment and any amount is found payable to the petitioner, the same must be paid to him. The entire exercise must be completed within a period of three months.

8. This disposes the present writ petition.

(Harish Kumar, J)

rohit/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	30-01-2024
Transmission Date	