

**IN THE HIGH COURT AT CALCUTTA
CONSTITUTIONAL WRIT JURISDICTION
(APPELLATE SIDE)**

Present:

The Hon'ble Justice Rai Chattopadhyay

W.P.A No. 18519 of 2023

Bratin Chatterjee & Ors.

Vs.

Union of India & Ors.

For the Petitioners

: Mr. Kushal Chatterjee,
: Mr. Oishik Chatterjee,
: Mr. Shibjit Mitra,
: Mr. Debrup choudhury.

For the P. F Authority

: Mr. Shiv Chandra Prasad.

For the State

: Mr. Biswabrata Basu Mallick,
: Ms. Mrinalini Majumdar.

For the respondent nos. 3 to 9

: Mr. Baidurya Ghosal,
: Ms. Aatreyee Dutta,
: Mr. Saikat Mukherjee.

Heard on: 03/04/2024

Judgment on: 03/04/2024

Rai Chattopadhyay, J.

1. Twenty-five writ petitioners are aggrieved with the fact that in spite of their having retired (though on various dates), their provident fund dues have not yet been released by the provident fund authorities/respondent nos. 10 to 13. By filing the instant writ petition, the said twenty-five writ petitioners have sought for an order of this Court, directing the

respondent authorities, to disburse the provident fund dues, along with accumulated interest, to them.

2. Let, at first the relevant facts culminating into filing of this writ petition, be discussed, which are as follows:-
3. The petitioners have been employees of Mayurakshi Gramin Bank. The said bank, along with Howrah and Burdwan Gramin Banks, were amalgamated to be known as *Paschim Banga Gramin Bank*, that is, respondent no. 5 in this writ petition. As a natural consequence of amalgamation of banks as mentioned above, the writ petitioners were treated to be the employees of *Paschim Banga Gramin Bank/respondent no. 5*. They had retired from the said bank, upon attaining the age of superannuation.
4. During their respective service period, the writ petitioners contributed towards provident fund. After retirement, the petitioners were not paid the provident fund dues, which stood to the credit of their individual accounts. Several of their written representations, ventilating grievance regarding non payment of provident fund dues, went in vain.
5. A written reply, as regards those representations of the writ petitioners, was received from the bank and the Trust established by the same i.e. the regional manager/respondent no. 5/Chairman Board Of Provident Fund Trustees of *Paschim Banga Gramin Bank/ respondent No.9*, in the form of a letter dated 19th July, 2003. The same has stated *inter alia* that, at the initial stage before amalgamation Mayurakshi Gramin Bank, where the writ petitioners were employed before amalgamation, used to manage their own Provident Fund Trust. However, after amalgamation, exemption to Mayurakshi Gramin Bank was cancelled and the process of remitting the entire fund accumulation to the Board of Trustees, Central Provident Fund Trust, was initiated.

6. On 31st December, 2013, a proceeding was initiated, by issuance of notice for damages and interests, from the period of 15th September 2010 to 31st October 2013. The amount claimed in the said notice has been Rs. 2,64,170/-.
7. Another notice was issued towards the damages and interests for the period from 23rd July, 1998 to 22nd June, 2010. The said notice was issued on 12th/14th March, 2014. The amount claimed was Rs. 1,74,38,220/-.
8. Finally, however, the *Paschim Banga Gramin Bank/ respondent no. 5* was found liable for payment of damages and interests of a total amount of Rs. 30 Crores (approximately, as damages) and Rs. 8 Crores (approximately, as interests). Such order of the respondent provident fund authorities is under challenge before this Court, at the behest of the said respondent no. 5. Pursuant to the order of the Court, process of recovery of the amounts of damages and interests are stayed for the time being, though the accounts of the respondent bank have been attached by the said authorities. The case is now pending for final adjudication.
9. The respondent no. 5/bank has further stated that, on and from November 2021, the provident fund authorities have withheld the amount of provident fund as well as pension, of the retired staff of respondent no. 5, that is, the writ petitioners, who have earlier been the employees of Mayurakshi Gramin Bank. Various correspondences by the respondent No.5, to the authorities in this regard, were not paid any heed to. The bank has stated in the said letter dated 19th July, 2003, that its extensive deliberations on 17th January, 2023, with the provident fund authorities also went in vain when the said authorities did not concur with the suggestions of the respondent bank that by withholding the provident fund of the employees, the said authorities had acted in

utter abuse of power vested in it and in a manner beyond the statutory provisions. The respondent bank says that the provident fund authorities would not be empowered to attach and withhold the fund and its such an action would be illegal. It also says that in spite of letting the said authorities to know about such illegality being committed by its office, there has not been any redress extended by it as regards the same. The respondent No5/Bank has stated in the said letter that the entire fund of the present writ petitioners, has been arbitrarily and illegally withheld by the Central Board of Trustees, without the same being disbursed to the lawful claimants, that is , the present writ petitioners.

- 10.** In the said letter the respondent no. 5/bank has further stated that after formation of *Paschim Banga Gramin Bank Provident Fund Trust*, the provident fund authorities have not provided necessary details as regards the pension account funds, nor has shared the account statement, in consonance with the relevant statutory provisions.
- 11.** By showing the reasons as mentioned above in its reply dated 19th July, 2023, the respondent no. 5/bank/Chairman Board Of Provident Fund Trustees of Paschim Banga Gramin Bank/ respondent No.9, had expressed inability to remit the provident fund amount to the writ petitioners and instead has shifted the burden on the respondent provident fund authorities.
- 12.** A similar stand is taken by the said bank/respondent no. 5, in their affidavit-in-opposition, filed in this case.
- 13.** Respondent nos. 10 to 13, that is, the provident fund authority and its instrumentalities, have also contested in this case, by filing affidavit-in-opposition. It would be beneficial to look into what these respondents have urged in their affidavit.

- 14.** According to the said authority, the exemption in favour of *Paschim Banga Gramin Bank/respondent no. 5* was revoked with effect from 10th September, 2007, in terms of condition No.29, Appendix-A, Para 27AA of the Employees Provident Fund Scheme, 1952. Therefore, the said respondent no. 5/bank was required to transfer the past accumulation and the accounts details in favour of the provident fund authorities, within fifteen days period from the date of revocation of exemption. However, according to the respondent provident fund authority, the respondent no. 5/bank or its Trust/respondent No.9, has violated such statutory provision of time bound refund of the accumulated fund with the Trust and only refunded belatedly and in phased manner, during the period between 12th December, 2009 to 27th March, 2015. Thus, the interests accumulated to the tune of Rs. 7,95,36,057/-. Due to non-payment of such interest amount by the Trust/respondent No.9 established by the Bank/respondent No.5, the onus of payment of the interest for delay veered to the authorities. The provident fund authorities had initiated a recovery proceeding under *section 7Q of the Employees Provident Fund and Miscellaneous Provisions Act, 1952*, for recovery of the said interest amount. It further says that the proceeding under section 7Q of the said Act, as has been initiated by it, against the respondent no. 5/bank, has now been stayed, by virtue of an order of this Court. However, the fact of attachment of the Trust fund by the Central Board of Trustees, is not disputed by respondents No. 10 to 13/authorities. Respondent Nos. 10 to 13, have further stated in their said affidavit that fund and pension accumulations of the writ petitioners are now required to be transferred by it to the respondent No.5/Bank, for the purpose of its disbursement to the petitioners. It says that the pension accumulation of the writ petitioners has already been transferred in favour of the respondent bank, on 2nd June, 2023. The reason for its inability to transfer the provident fund accumulation to the

respondent Bank/respondent No.5 for the purpose of disbursement, has been stated to be the said restraining order of the Court, which stayed recovery of the interest amount under section 7Q of the Act of 1952, from the Bank, vide notice under section 8F (3) (x) of the said Act, dated 16th March, 2021.

15. Further fact stated by the respondents No. 10 to 13, in their said affidavit is that the respondent No.5/Bank has been excluded from the purview of the *Employees Provident Fund and Miscellaneous Provisions Act, 1952*, with effect from 1st August, 2018. Hence, the responsibility for payment of provident fund to the writ petitioners, now lies with the respondent Bank and not with the authorities.
16. Mr. Chatterjee appears for the writ petitioners. He would categorically submit about his client's disgruntled condition pained and impoverished retired and not receiving the absolutely well deserved provident fund, which his clients have accumulated rupee by rupee, throughout their service life, for the sole purpose that to be their support at a mature age, to lead a life with dignity after retirement, when they would not have the capacity to labour physically, to earn. He points out that it is a statutory mandate that the retirees be disbursed with the provident fund, promptly after their retirement. He says that, the same is a statutory entitlement of the petitioners and depriving them from the benefits would be a glaring violation of the statutory provisions. Thus, according to him, the respondent authorities are indulging into an arbitrary and illegal act, by not providing the petitioners with provident fund. He insists that in this way his clients have been prejudiced with deprivation of their right to live with dignity. He insists that an order be passed by the Court directing immediate disbursement of provident fund to the writ petitioners.

- 17.** Mr. Ghosal is representing respondents No.5 & 9, that is, the Bank and the Trust established by the same. He has let the Court to know that the claim of the writ petitioners is not denied by his said clients. However, he submits that his clients would not be in a place and liable to disburse the same, until and unless, the provident fund authorities, that is, the respondents No.10 to 13, releases and transfers the fund towards their end. He says that the fund accumulation of the writ petitioners have been taken over by the Central Board of Trustees and has not yet been released by it to the Bank. He has further let this Court to understand that the Bank would not have any difficulty and objection to disburse the amount to the petitioners, the moment it receives the fund accumulation from the provident fund authorities.
- 18.** Mr. Prasad is representing the provident fund authorities/respondent Nos. 10 to 13, in this case. With his usual enthusiasm and fairness, he makes this Court to understand the stand of his clients, regarding having no denial or dispute over the fact that the writ petitioners would be entitled to the provident fund accumulation, which now stands in credit with their respective provident fund accounts. But he indicates legal nodules to have foiled such pious intentions of the said authorities, to disburse immediately the provident fund to the said lawful claimants, to have remained unaccomplished, till date.
- 19.** For his said clients, he has put forth the blatant compulsion of it not to be able to disburse the fund, in view of the fact, that interests have been accumulated over the same, due to delayed transfer of past accumulation to it, by the respondent Bank/respondent No. 5. He says that the fund accumulation, which was to be transferred to the authorities, immediately after the exemption was lifted from the Bank, or at least within 15 days for the date of its demand letter on 13th November, 2009, has ultimately been transferred by the Bank during the period from 12th

December, 2009 to 27th March, 2015, that too, in phased manner. Therefore, interests with effect from the date of lifting the exemption, that is, 10th September, 2007, had accumulated and was payable by the Bank, over the fund accumulation. A recovery notice has been issued on 16th March, 2021 and proceeding was started for recovery. Mr. Prasad's clients have been said to be exponentially at a greater hardship as far as disbursement of provident fund is concerned, as the recovery proceedings was taken to litigation by the respondent/Bank and the proceedings faced an interim order of stay, by the Court. He, however, does not deny that the principal amount is still being maintained by the Central Board of Trustees. According to Mr. Prasad, these are ineluctable and inexorable hurdles for the authorities, in the way of due disbursement of provident fund, to the writ petitioners.

- 20.** So far as the entitlement of the writ petitioners to receive the provident fund after superannuation from the service is concerned, the same is an admitted fact in this case. The writ petitioners are now retired and they are entitled to receive the provident fund. The question is when can they receive the money and from whom. For an answer, one may first look to the relevant statutory provisions.
- 21.** Provident fund dues have priority over all other debts of an establishment or company, as per the provision under *section 11 of the Employees Provident Fund and Miscellaneous Provisions Act, 1952*. The priority given to the dues of provident fund in section 11 of the said Act, is not hedged with any limitation or condition. Rather, the amount due is required to be paid in priority to all other debts. The priority clause enshrined in section 11 has wide connotation and will operate against statutory as well as non-statutory and secured as well as unsecured debts, as transpires by the use of expression "all other debts", in both subsections (1) and (2) of section 11 of the Act. In the case of

Maharashtra State Cooperative Bank Ltd vs Provident fund Commissioner reported in (2009) 10 Supreme Court Cases 123, the Supreme Court has been pleased to hold that the statutory first charge is created on the assets of the establishment by section 11(2) of the said Act and the priority given to the payment of any amount due from an employer will operate against all types of debts of the establishments. May the relevant paragraphs 30 and 31 of the same be quoted:

“30. Since the Act is a social welfare legislation intended to protect the interest of a weaker section of the society i.e. the workers employed in factories and other establishments, it is imperative for the courts to give a purposive interpretation to the provisions contained therein keeping in view the Directive Principles of State Policy embodied in Articles 38 and 43 of the Constitution. In this context, we may usefully notice the following observations made by Krishna Iyer, J. in Organo Chemical Industries v. Union of India [(1979) 4 SCC 573 : 1980 SCC (L&S) 92] : (SCC pp. 587 & 591-92, paras 28 & 40-41)

“28. The pragmatics of the situation is that if the stream of contributions were frozen by employers' defaults after due deduction from the wages and diversion for their own purposes, the scheme would be damnified by traumatic starvation of the Fund, public frustration from the failure of the project and psychic demoralisation of the miserable beneficiaries when they find their wages deducted and the employer get away with it even after default in his own contribution and malversation of the workers' share. ‘Damages’ have a wider socially semantic connotation than pecuniary loss of interest on non-payment when a social welfare scheme suffers mayhem on account of the injury. Law expands concepts to embrace social needs so as to become functionally effectual.

40. The measure was enacted for the support of a weaker sector viz. the working class during the superannuated winter of their life. The financial reservoir for the distribution of benefits is filled by the employer collecting, by deducting from the workers' wages, completing it with his own equal share and duly making over the gross sums to the Fund. If the employer neglects to remit or diverts the moneys for alien purposes the Fund gets dry and the retirees are denied the meagre support when they most need it. This prospect of destitution demoralises the working class and frustrates the hopes of the community itself. The whole project gets stultified if employers thwart contributory responsibility and this wider fall-out must colour the concept of

‘damages’ when the court seeks to define its content in the special setting of the Act. For, judicial interpretation must further the purpose of a statute. In a different context and considering a fundamental treaty, the European Court of Human Rights, in the Sunday Times Case, observed:

The Court must interpret them in a way that reconciles them as far as possible and is most appropriate in order to realise the aim and achieve the object of the treaty.

41. A policy-oriented interpretation, when a welfare legislation falls for determination, especially in the context of a developing country, is sanctioned by principle and precedent and is implicit in Article 37 of the Constitution since the judicial branch is, in a sense, part of the State. So it is reasonable to assign to ‘damages’ a larger, fulfilling meaning.”

31. We shall now consider the question whether the provision contained in Section 11(2) of the Act operates against other debts like mortgage, pledge, etc. Answer to this question is clearly discernible from the plain language of Section 11. The priority given to the dues of provident fund, etc. in Section 11 is not hedged with any limitation or condition. Rather, a bare reading of the section makes it clear that the amount due is required to be paid in priority to all other debts. Any doubt on the width and scope of Section 11 qua other debts is removed by the use of expression “all other debts” in both the sub-sections. This would mean that the priority clause enshrined in Section 11 will operate against statutory as well as non-statutory and secured as well as unsecured debts including a mortgage or pledge. Sub-section (2) was designedly inserted in the Act for ensuring that the provident fund dues of the workers are not defeated by prior claims of secured or unsecured creditors. This is the reason why the legislature took care to declare that irrespective of time when a debt is created in respect of the assets of the establishment, the dues payable under the Act would always remain first charge and shall be paid first out of the assets of the establishment notwithstanding anything contained in any other law for the time being in force. It is, therefore, reasonable to take the view that the statutory first charge created on the assets of the establishment by sub-section (2) of Section 11 and priority given to the payment of any amount due from an employer will operate against all types of debts.”

- 22.** Section 17 of the said Act of 1952 may be noted to find therein the intention of the legislature, to have a kind of mechanism in place for the establishments, to account for to the provident fund authorities regarding the transactions done, in case of an *exempted* employer. It has

provided ‘*power to exempt*’, to the Appropriate Government. Exemption may be granted to any of the establishment, which is otherwise mandated to extend the beneficial provisions of the said Act to its employees, from the operation of all or any of the provisions of the Scheme framed under the said Act. In section 17 (1A) (d) (ii) of the Act as above, it has been provided that any Board of Trustees, established by the exempted employer in terms of Section 17 (1A) (b), shall submit periodical returns to the Regional Provident Fund Commission.

- 23.** Section 17 (5) is also be noted to find that provisions have been made as to how the provident fund accumulation with the exempted employer would be dealt with, in the event of cancellation of such exemption. The same has provided as follows:

“Section 17 ** ** ** **

(5) - Where any exemption granted under sub-section (1), sub-section [(IC) [, sub-section (2), sub-section (2A) or sub-section (2B)] is cancelled, the amount of accumulations to the credit of every employee to whom such exemption applied, in the provident fund [the [pension] fund or the insurance fund of the establishment in which he is employed [together with any amount forfeited from the employer's share of contribution to the credit of the employee who leaves the employment before the completion of the full period of service shall be transferred within such time and in such manner as may be specified in the Scheme or the [Pension] Scheme [or the Insurance Scheme] to the credit of his account in the Fund or the [Pension] Fund [or the Insurance Fund], as the case may be.”

- 24.** It would also be beneficial to note ‘PARA 72’ of the Employees’ Provident Fund Scheme, 1952. One may note therefrom, for the purpose of this case, as regards the duties of the Commissioner. Let PARA 72 (1) of the Scheme of 1952 be extracted as herein below:-

“PARA 72. Payment of Provident Fund

(1) When the amount standing to the credit of a member, becomes payable, it shall be the duty of the Commissioner to make prompt payment as provided in this scheme. ** ** ”

- 25.** The provision of 'PARA 69' of the said Scheme of 1952, that is, '*Circumstances in which accumulations in the Fund are payable to a member*', is also worth noticing. A bare reading of the said provision would reveal that the relevant event for such prompt payment of provident fund would be retirement from service of an employee/member of provident fund and/or his termination reckonable to any voluntary scheme of retirement or closure of the business organization etc.
- 26.** A conjoint reading of PARA 69 and 72 of the said Scheme of 1952 as mentioned above, would postulate that a member/employee, after retirement of service would be entitled to withdraw the full amount standing to his credit in the provident fund. And when the amount standing to the credit of a member becomes payable upon his retirement, as it is in the case of the present writ petitioners, it shall be duty of the Commissioner to make "prompt payment", as provided in the said Scheme.
- 27.** The words 'prompt payment' in PARA 72 of the said Scheme are not mere fatuous paraphrase but expediential and bears significant relevance to the object and purpose of the statute itself. Promptness in payment of an accumulated sum of money is desired to support a retired person at his old age, when he would not be any further capable of exerting physically, to earn his livelihood. This would bear a steadfast relevance with the life and livelihood of the employee who had earlier been serving throughout his life, for the establishment. Pertinent is to note in the Act or the Scheme, the absence of mention of any contingency whatsoever, in order to defeat the scheme of prompt payment of the provident fund to a

retired employee. It is a trite that an authority, which is within the meaning of a 'State', would act in accordance with the statutorily provided procedures and not otherwise. The discussion as above unerringly indicates to the fact that after a member having retired from service, the Commissioner would have no other alternative than to disburse to him the entire provident fund amount standing to the credit of the said member and with promptitude.

- 28.** One may not also lose sight of the aspect in the matter that the employee's contribution in the accumulated provident fund is the part of his salary, earned and contributed by the concerned employee, that is, the writ petitioners in this case. The Constitutional Courts have time and again held that the right of life of a human being, beyond the level of its mere animal existence, and of dignity, humanity and prestige, having been enshrined in the Constitution of the country, as fundamental and a person's right to salary and/or wages, would be imbibed within the same. A State authority, as the present respondents, therefore could not have deprived the writ petitioners of their rights as to the monitory benefit, which is an accumulation of their salary and other prescribed components, rendering such right of the writ petitioners to be defeated.
- 29.** It has already been discussed and at the cost of reiteration is been stated again that, provident fund of a retired employee, is the first charge as against the assets of an establishment, before any other debt whatsoever. Also, that payment of the same to a retired person, has not been made subjected to any condition or contingency whatsoever. The only condition for prompt payment of the provident fund amount is, the superannuation of the concerned employee. In this case, as a matter of fact, the writ petitioners have already been provided with the pension, allowable to them under the provisions of the said Act of 1952, after their

superannuation. Therefore, the stands taken by the respondent authority regarding certain contingencies, which they address to be the compelling and unavoidable circumstances leading not to release the provident fund amount, would not be the grounds cogent, valid and sufficient, for withholding such amount of the retired employees.

- 30.** Delay in remittance of the fund accumulation by the employer of the writ petitioners after cancellation of exemption, resultant accumulation of interest for delayed payment, recovery proceeding to have been initiated and subsequently stayed by an order of the Court, are shown to be the reasons, not to disburse the provident fund amount to the writ petitioners. It is necessary that the said facts be looking to once again.
- 31.** On 10th September, 2007, exemption to the respondent No.5/Bank was revoked. Fund transfer was completed only in 2015, that too, in phased manner, spreading over the period from 12th December, 2009 to 27th March, 2015. Excepting witnessing such lackadaisical performance by the establishment, the authority had found it proper to remain immobilised for the said entire period, excepting one incidence of sending a letter dated 13th November, 2009, that too after more than two years from the date of cancellation of exemption. The process of recovery of interest was initiated only on 16th March, 2021, after 14 years from the date of cancellation of exemption. The same was stayed by an order of the Court dated 26th March, 2021, that is within a period of 10 days from the date of initiation of the proceedings. There has always been an uncanny silence and passive cosset by the authority, to the so called dilatory tactics of the establishment. There is apparently no explanation as to why the recovery process of interest for delayed payment, was initiated after 14 long years from the date of revocation of exemption. Also, one can find no reason as to why the authority sat tight for over a period more than two years, to send a letter to the Bank, after revocation

of exemption, for remittance of the fund, which was required to be remitted to the authority, immediately after revocation of exemption to the said establishment, as per the statutory mandate. It is also unconceivable as to under what provision or authority, the respondents No.10 to 13 allowed the Bank to resubmit the fund accumulation in phased manner, spreading over the period from 12th December, 2009 to 27th March, 2015. The justification offered as above, for not paying the writ petitioners, who are the legitimate claimants, the provident fund dues, seems to be purely fictitious, if not outright fraudulent.

32. An unfair disposition of an authority, defined as a State under Article 12 of the Constitution, puts a citizen's rights at peril because they are susceptible to such unfairness. Deviance of the statutory mandate specifically targeted to the benefit and benevolence of the common man and intertwined with his constitutionally guaranteed right of dignified human existence, would frustrate a common man's claim to such a right. Legitimate claim of the employees should not be guillotined by the State action and their aspirations for a dignified life after retirement from the service, should not end in despair. A sense of calm sensibility and concerned sincerity should be reflected in every step of action of the State authority, which is conspicuously lacking, in case of its action with respect to the present writ petitioners. An atmosphere of trust has to prevail and when the employees are absolutely sure that their trust shall not be betrayed and they shall be treated with dignified fairness. Then only the concept of good governance can be substantiated.

33. The respondent authorities' persistent policy of denying the petitioners access to the provident fund, despite the fact that they lack any such power under the law and sound justification for that, has left the Court appalled and concerned. Essentially, this means that the petitioners are

deprived of a constitutionally recognised right of subsistence with basic human dignity. Unfortunately, the writ petitioners—for whom the state apparatus is actually supposed to be working—are just helpless scapegoats in this money-passing game between the aforementioned two respondents. Since the writ petitioner's right to receive provident fund would not depend on any contingency whatsoever, as discussed earlier, the action of withholding of the provident fund of them by the said respondent authorities would be absolutely unsustainable and illegal. In other words, pendency of the process of recovery of interest from the respondent No.5/Bank, as shown to be the reason for withholding the provident fund, should not be considered to be a valid and lawful reason for the same. As a matter of fact there would not have been any lawful reason, for the authorities to withhold the fund, after retirement of the writ petitioners from service. Interest if any for delayed transfer of fund may be recovered at the behest of the authorities but the scope and purpose of the Act would not suggest pendency of such a proceeding to be a condition precedent for disbursement of the provident fund to the retired employees, like the petitioners. But instead, it is just the other way round. There is no scope for the State authority to withhold the provident fund of the writ petitioners, on whatever pretext, under the provisions of the statute. Pendency of proceeding for recovery of interest shall not be considered to be an event, recognized under the law, for withholding of provident fund. Provident fund would be payable to the retirees immediately after their retirement, irrespective of any proceedings being pending with regard to the same. This would include the amount of interest too, in case there is delay in payment of the provident fund, as it is in case of the present petitioners.

- 34.** On the discussions as above, this writ petition should succeed.

- 35.** WPA 18519 of 2023 is allowed and disposed of, with the following direction:
- (i) Provident fund amount should be paid to the individual writ petitioner, immediately, not later than two weeks from the date of communication of this order;
 - (ii) The respondents No. 10 to 13 shall take immediate steps to transmit the said provident fund amount to the respondent No5/Bank, for disbursement amongst the petitioners respectively.
- 36.** Urgent photostat certified copy of this judgment, if applied for, be given to its parties on usual undertaking.

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(Rai Chattopadhyay, J.)