18.07.2024
Sl. No.75
(PP)

IN THE HIGH COURT AT CALCUTTA
CONSTITUTIONAL WRIT JURISDICTION
APPELLATE SIDE

WPA 29132 of 2023

Asim Kumar Mandal & Ors.
Vs.
Union of India & Ors.

Mr. Kushal Chatterjee,
Mr. Oishik Chatterjee,
Mr. Debrup Choudhury,
Mr. Shibjit Mitra
....for the petitioners.

Mr. Praloy Bhattacharjee
....for Union of India.

Mr. Shiv Chandra Prasad
.....for the P. F. Authorities.

Mr. Debjit Mukherjee,
Mr. Biswajit Das
.....for the State.

Mr. Baidurya Ghosal,
Mr. Saikat Mukherjee,
Ms. Anupama Biswas
....for the respondent nos.3 to 9 & 15.

The report in the form of an affidavit filed on behalf of the respondent nos.3 to 9 and 15 is taken on record.

On behalf of Employees' Provident Fund Organisation (in short, EPFO), a note is made over to the Court comprising of 3 pages duly signed by the Assistant Provident Fund Commissioner on 11th July, 2024. It appears from the said note filed by EPFO that Paschim Banga Gramin Bank had initially maintained the provident fund account pertaining to its employees and staff with the EPFO under the provisions of Employees' Provident Fund & Miscellaneous Provisions Act, 1952. However, pursuant to an order dated 25th April, 2018 passed by the Hon'ble Supreme Court, Paschim Banga Gramin Bank has become an exempted organization and is maintaining the provident fund through a trust by the name Paschim Banga Gramin Bank (Employees') Provident Fund Trust. The EPFO Authorities have transferred all the money lying with them on account of provident fund of the employees and staff of Paschim Banga Gramin Bank to the said Trust. It is, according to the EPFO, it is now the responsibility of Paschim Banga Gramin Bank to pay the provident fund dues to the petitioners No. 3 and 4.

On behalf of Paschim Banga Gramin Bank, the submission made by EPFO is disputed. It is submitted by Paschim Banga Gramin Bank that three Gramin Banks were merged into Paschim Banga Gramin Bank, which are respectively Howrah Gramin Bank, Bardhaman Gramin Bank and Mayurakshi Gramin Bank. So far as the provident fund amount pertaining to the employees and staff of Howrah Gramin Bank and Bardhaman Gramin Bank are concerned, the EPFO Authorities have transferred the funds. However, in respect of Mayurakshi Gramin Bank, the entire funds have not been transferred.

Admittedly, the petitioners were the employees of Paschim Banga Gramin Bank. Admittedly, they retired on attaining their respective age of superannuation without any blemish. Admittedly, the provident fund amounts were deducted from the salary of the petitioners and were required to be deposited by Paschim Banga Gramin Bank with their matching contribution till the provident fund was maintained through EPFO. Subsequent thereto, the Bank was obliged to deposit the deducted money and their contribution with the Trust. The Bank, therefor, was all along responsible to deposit the money.

A dispute between the EPFO and the Bank cannot deprive the petitioners of their provident fund amounts which are retiral benefits as held in **Dr. A. Selvaraj vs. C.B.M. College and Others**, reported in **(2022) 4 SCC 627**.

The petitioners in the instant case cannot be deprived of their retiral benefits in the nature of provident fund in view of a dispute between EPFO and the employer/ Paschim Banga Gramin Bank.

In view of the aforesaid, the Paschim Banga Gramin Bank (respondent no.3) and Paschim Banga Gramin Bank (Employees') Provident Fund Trust wrongly described as respondent No.9 in this writ petition are directed to pay the provident fund dues of petitioner nos.4 and 5 as stated by the Paschim Banga Gramin Bank in their report at page 14 in paragraph 4(p). The provident fund dues of Smt. Lalumati Bagdi (petitioner no.4) and Sri Chimu Chitrakar (petitioner no.5) are respectively Rs.2,96,702/- and Rs.4,35,411/-. The Paschim Banga Gramin Bank and Paschim Banga Gramin Bank (Employees') Provident Fund Trust shall pay interest on the said provident fund amounts from the date of their retirement that is immediately succeeding the date of their retirement that is 1st May, 2023 and 1st February, 2022 since the petitioner no.4 superannuated on 30th April, 2023 while the petitioner no.5 superannuated on 31st January, 2022 until such repayment @ 10% per annum. The payment has to be made within a period of 3 weeks from date.

Since the order is passed in the presence of the learned advocate representing the respondents/ Paschim Banga Gramin Bank and its officers being the respondent nos.3 to 8 as also the respondent no.9, no further notice is required to be given for disbursing the payment. However, by way of abundant caution, the petitioners shall communicate a server copy of this order upon the respondents as expeditiously as possible and the respondents and each one of them shall act on the basis of the server copy of this order without insisting upon production of a certified copy thereof.

Nothing further remains to be adjudicated in this writ petition. The same is accordingly disposed of.

However, disposal of the writ petition and the payment to the petitioners will not stand in the way in EPFO and Paschim Banga Gramin Bank assailing their inter se dispute in appropriate forum.

Urgent photostat certified copy of this order, if applied for, be given to the parties upon compliance of all necessary formalities.

(**Arindam Mukherjee, J.**)