IN THE HIGH COURT OF JUDICATURE AT PATNA

Miscellaneous Jurisdiction Case No.4389 of 2016

In

Civil Writ Jurisdiction Case No.15264 of 2015

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Kaushal Kishore Thakur, Son of late Brij Kishore Thakur, Resident of flat no. 302, Raj Kishore Apartment, Kavi Raman Path , PS. Baudha Colony, District- Patna

... ... Petitioner/s

Versus

1. The India Bank through C. M. D., Mahesh Kumar Jain
2. A.S. Rajveer, The Executive Director-cum-appellant Authority, India Bank, Corporate Office vigilance Department, Post Box. No. 5555, 254, 260, Avvai, Shammugam Salai, Royapeth, Chennai-6000014
3. S. Krishnan, The General Manager , Disciplnary authority , India Bank, Corporate office vigilance Department, Post Box. No. 5555, 254, 260, Avvai, Shammugam Salai, Royapeth, Chennai-6000014

... ... Opposite Party/s

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Appearance :

For the Petitioner/s : Mr. Hrishikesh, Advocate
Mr. Chandramauli, Kumar, Advocate

For the Opposite Party/s : Mr. Binod Kumar Jha, Advocate
Mr. Devendra Prasad, Advocate

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CORAM: HONOURABLE MR. JUSTICE KHATIM REZA

ORAL ORDER

7 11-09-2025 Heard learned counsel for the petitioner and learned counsel for the opposite parties.

2. This application has been filed for initiation of contempt proceeding against opposite parties for willful and deliberate non-compliance/ violation of the directions contained in the judgment dated 22.02.2016 passed by a Bench of this Court in C.W.J.C. No. 15264 of 2015.

3. Learned counsel for the petitioner submits that total amount of G.P.F. payable to the petitioner by the Bank i.e. O.P. No. 1 to 3 is Rs. 6,41,771.24 but instead of the said amount, the bank directed to the petitioner to give letter of undertaking duly

signed by him accepting the amount of Rs. 6,20,653/- which on his acceptance would be credited to his account. However, the petitioner chose not to receive the said amount as according to the petitioner, the due with bank was Rs. 6,41,771.24 for G.P.F. and was short of Rs. 21,118.24. Because of this shortage, the petitioner refrained from accepting the amount of Rs. 6,20,653/-.

4. Learned counsel for the bank submits that the amount of Rs. 6,20,653/- was sent to the petitioner on 15.11.2011 itself which the petitioner refused to accept and did not issue its receipt or acknowledgment that is why the said amount has not been credited in the account of the petitioner. It is further submitted that Rs. 21,118.24 has already been sent to the petitioner on 05.03.2016, but the petitioner did not issue acknowledgment of the same as the said amount is without calculation of any interest amount.

5. Learned counsel for the Bank further submits that the bank is responsible, at best, only for payment of statutory interest at the rate of Rs. 8.5 per cent per annum on the amount of Rs. 21,118.24 from 01.11.2011 till the date of actual payment. It is submitted by the opposite party nos. 1 to 3 (Bank) that no interest would be payable on Rs. 6,20,653/- as only Rs. 21,118.24 was short in the payment of G.P.F. amount to the petitioner.

6. Considering the aforesaid facts and circumstances of the case, it is apparent that the letter of undertaking for accepting Rs. 6,20,653/- was sent to the petitioner on 15.11.2011 to receive the same but the petitioner did not receive the same only for the reason that the remaining amount i.e. Rs. 21,118.24 was not being paid at that time.

7. Thus, this Court is of the view that opposite party nos. 1 to 3 are not liable to pay statutory interest on the amount of Rs. 6,20,653/- from 15.11.2011 till date. However, the interest should be calculated only on Rs. 21,118.24 from 01.11.2011 till the date of payment which has not been paid.

8. The Bank (O.P. Nos. 1 to 3) is directed to pay the remaining amount of Rs. 21,118.24 with interest @ 8.5 per cent per annum from 01.11.2011 till the date of actual payment within a period of two weeks from the date of receipt/production of a copy of this order.

9. Accordingly, this application is disposed of with the aforesaid observations.

(Khatim Reza, J)

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