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(DO)

**In the High Court at Calcutta
Constitutional Writ Jurisdiction
Appellate Side**

WPA 11632 of 2025

**BANKURA DISTRICT CENTRAL CO-OPEARATIVE BANK LTD.
Vs.
THE STATE OF WEST BENGAL & ORS.**

Mr. Ashit Kumar Chakraborty, Advocate

Mr. Sunanda Mohan Ghosh, Advocate

.....for the Petitioner

Mr. Bhaskar Prasad Vaisya, Advocate

Mr. Suman Dey, Advocate

.....for the Respondent Nos. 2 & 3

Mr. Anindya Sundar Chatterjee, Advocate

Mr. Goutam Dinda, Advocate

.....for the Respondent No. 8

1. The petitioner is aggrieved that a loan of Rs. 8 lakhs given to the borrower, the respondent no. 8 herein, through the respondent no. 6, has not been repaid to it.
2. Mr. Chakraborty, learned Advocate representing the petitioner, submits that there is no dispute on the fact that the entire principal sum of Rs.8 lakhs is due and payable and that the respondent no. 8 has not paid any part or portion of it, which he was supposed to pay over 120 monthly installments, spanning his entire tenure at work since he retired on 30.10.2025.
3. Mr. Chatterjee, learned Advocate, appearing for the respondent no. 8, submits that the respondent had always been ready and willing to make payment but was duped by several persons including the Manager of the respondent no. 6 as well as of the petitioner.
4. A letter of 21.06.2025 has been filed and taken on record.
5. He further submits that the said respondent no. 8 is terminally ill and also in dire financial condition.
6. Mr. Chakraborty has refuted the afore-stated facts, including the letter and submits that in spite of several

reminders given to him since 2015, no steps were taken by the concerned respondent to make the payment in order to liquidate the loan amount.

7. The loan agreement between the petitioner and the respondent no. 8 was entered into on 17.12.2013 which stipulated that, in the event of a default by the borrower the employee, the Bank, the petitioner herein, was contractually obliged to submit a requisition before the employer/Drawing & Disbursing Officer (DDO) demanding recovery of the amount of installment of loan which had fallen due of the employee.
8. It is indisputable that the loan has fallen due from 2014 itself; however, the Bank had not submitted the requisition as contractually stipulated till 01.11.2022. Thus, the Bank cannot, in the afore-stated circumstances, claim interest from 2013 to 2022. It will, however, be entitled to claim interest from November 2022 on the installments which have fallen outstanding thereafter.
9. The Drawing & Disbursing Officer at the material point of time was statutorily duty bound to remit such amount from the monthly salary of the respondent no. 8, which he has failed to do.
10. There is admittedly a sum in excess of Rs.32 lakhs due and payable to the respondent no. 8 on account of retiral benefits, as will appear from the compliance report dated 03.12.2025 filed by the respondent no. 2 on 10.12.2025.
11. The Bank and the DDO cannot be permitted to take advantage of their own wrong. If the requisition had been made by the Bank in 2014, when the default had first occurred, the DDO could have remitted the monthly installment after deducting the same from the salary of the respondent no. 8. Not having sent in the

requisition, the Bank cannot claim interest from 2014 till October 2022.

12. However, since there has been a default in repayment of the loan by the petitioner, the interest will be payable from November 1, 2022 being the date of the requisition by the Bank.
13. The respondent no. 8 has retired from service on 31.10.2025.
14. Thus, a sum of Rs.8.5 lakhs on account of interest has been assessed on a reasonable basis, to which the parties have agreed.
15. Thus, the respondent no. 8 will pay a sum of Rs.16.50 lakhs (Rs.8 lakhs principal plus Rs.8.5 lakhs as interest) towards full and final settlement of the loan account to the petitioner.
16. The respondent no. 5 who is the present DDO, post retirement of the respondent no. 8, is directed to remit a sum of Rs.16.50 lakhs from the retiral benefits and pension payable to the respondent no. 8 to the account of the petitioner.
17. The petitioner will furnish the particulars of its account along with a copy of this order to the respondent no. 5 within 05.01.2026.
18. The respondent no. 5 will remit the amount as stipulated hereinbefore within 10 days thereafter.
19. The balance of the retiral benefits and the monthly pension will be remitted to the respondent no. 8 after satisfying the afore-stated dues which have been quantified as Rs.16.50 lakhs in favour of the petitioner.
20. With the afore-stated directions, **WPA 11632 of 2025 is disposed of.** No order as to costs.

(Reetobroto Kumar Mitra, J.)

