**Form No. J.(2)**
**Item Nos. 1/ML**
Pallab/Aritra AR(Ct.)

**IN THE HIGH COURT OF JUDICATURE AT CALCUTTA**
**CIVIL APPELLATE JURISDICTION**
**APPELLATE SIDE**
HEARD ON: 07.04.2025

DELIVERED ON: 07.04.2025

**CORAM:**
**THE HON'BLE CHIEF JUSTICE T.S. SIVAGNANAM**
**AND**

**THE HON'BLE JUSTICE CHAITALI CHATTERJEE (DAS)**

**F.M.A. 837 of 2024**
**With**
**I.A. No. CAN 1 of 2024**

**Paschim Banga Gramin Bank & Ors.**
**Vs.**
**Sri Abhoy Charan Basu**

**Appearance:-**
**Mr. Baidurya Ghosal**
**Mr. Saikat Mukherjee**
**Ms. Anupama Biswas ................for the appellants**

***(Judgment of the Court was delivered by T.S. SIVAGNANAM, C.J.)***

1. This intra-Court appeal by the Paschim Banga Gramin Bank is directed against the order dated April 22, 2024 in W.P.A. 2069 of 2024. The writ petitioner was an employee of the appellants/bank and superannuated on November 30, 2014. Though initially, he was not paid pension, but subsequently, after a judgment of the Hon'ble Supreme Court, a scheme was formulated for grant of pension to the employees of the Bank and in terms of said scheme, pension was disbursed to the bank account of the writ petitioner from the month of April, 2018.

2. The writ petitioner's case is that he had agreed that the agreed amounts of pension payable from October, 2014 till March, 2018 can be used for the

purpose of deducting the outstanding dues on account of educational loan taken by the writ petitioner for his daughter, who was a co-borrower.

3. The writ petitioner further contended that misusing the said concession, the appellants/bank have been deducting the alleged outstanding dues every month from current deposits in the pension account of the writ petitioner, thereby depriving the writ petitioner of his pensionary benefits. In this regard, the writ petitioner placed reliance on the principles enumerated under section 60 of the Code of Civil Procedure and also relied upon the decision of the Hon'ble Supreme Court in ***Radhey Shyam Gupta vs. Punjab National Bank & Anr.*** reported in ***AIR 2009 SC 930*** to support his contention that no deduction could be made by way of attachment for dues from the pension account of a person.

4. The case of the appellants/bank was that the writ petitioner was agreeable to deduction of the amount from the pension account and only according to such concession given by the writ petitioner, the bank started deducting the amount from such pension account.

5. As could be seen from the stand taken by the writ petitioner, the authorisation given was to recover from the arrears amount of pension payable for the period from December, 2014 till March, 2018. However, this was not paid since the pension was granted to the writ petitioner pursuant to an order passed in the writ petition in W.P.A. 9956 of 2020 dated November 10, 2020 stating that the pension would be payable only from April, 2018.

6. Thus, it is clear that the question of arrears being deposited in the writ petitioner's pension account did not arise and consequently, there was no scope for deduction from the so-called arrears.

7. The learned Single Bench took note of the decision of the Hon'ble Supreme Court in the case of *Radhey Shyam Gupta (supra)* as well the scope of section 60 of the Code of Civil Procedure and held that deduction from the pension account tantamounts to attachment of the account and in the light of the specific bar, as contained in section 60 of the Code of Civil Procedure, such deduction was not permissible under law.

8. Furthermore, the learned Single Bench held that it is a well-settled legal proposition that there cannot be any admission against the law, there is scope of wider interpretation of such concept, since the question here is, whether the writ petitioner can take advantage of a loophole of the law by relying on the said provision despite having himself agreed to such deduction.

9. This contention was dealt with by the learned Single Bench by scrutinising the relevant documents and it was held that a careful scrutiny of the "admission" of the writ petitioner relied on by the appellants/bank says that the writ petitioner categorically stated that he was agreeable to the bank deducting the overdue amount from the pension arrears/the amount of computation payable to the writ petitioner by the bank.

10. Therefore, the learned Single Bench, in our view, rightly interpreted the said "admission" is not an admission regarding payment of regular current amount of pension to the writ petitioner and the so-called "admission" is specifically restricted to the arrears of pension and/or computation payable to the writ petitioner by the bank. That apart, the Court on going through the so-called admission letter, held that an admission should be unqualified, unambiguous and clear and if those factors are not fulfilled, it

cannot be construed as an “admission”, which will be valid in the eye of law.

11. That the learned Single Bench also rightly held that the writ petitioner is not precluded from seeking shelter under the principle embodied in section 60 of the Code of Civil Procedure. Therefore, the writ petition was disposed of by directing the appellants/bank to restore whatever amount of pension, if any, has been deducted from the pension account of the writ petitioner till date from April, 2018 on account of outstanding dues of educational loan, within a timeframe.

12. The learned writ Court also made it clear that nothing in the order shall preclude the appellants/bank from taking appropriate steps for recovery of dues from the writ petitioner, otherwise in due course of law by taking recourse to appropriate legal action as permissible under law.

13. Thus, we find that the factual position has been rightly discussed by the learned Single Bench as well as the scope of section 60 of the Code of Civil Procedure and we find no ground to interfere with the impugned order.

14. Accordingly, the appeal and the connected application (I.A. No. CAN 1 of 2024) stand dismissed.

15. No costs.

16. Urgent photostat certified copy of this order, if applied for, be furnished to the parties expeditiously upon compliance of all legal formalities.

**(T.S. SIVAGNANAM)**
**CHIEF JUSTICE**

I agree.

**(CHAITALI CHATTERJEE (DAS), J.)**