

23.07.2025
Ct. No. 30
S.L. No. 15
SM

WPA 16017 of 2025
Union General Company Limited
Versus
The State of West Bengal & Ors.

Ms. Reshmi Ghosh
Ms. Parna Mukherjee
.....for the petitioner

Ms. Mousumi Banerjee
.....for the State

Mr. Satyendra Agarwal
Mr. Tilok Mitra
.....for the respondent nos. 3, 4 & 5

1. The writ application has been preferred challenging orders dated 19th February, 2008, 16th January, 2009 and dated 20th January, 2009 passed by the Recovery Officer, ESI.

2. On hearing the parties it appears that vide the order dated 19th February, 2008 the Recovery Officer directed as follows:-

“After going through the Order dated 06-8-2007 of Hon'ble Calcutta High court, Section 93A & Section 45E of EST Act, 1948, as amended, and above submissions, following observations were made -

a) As per records available with the Office of the Recovery Officer, E.S.I. Corporation, M/s. Unlon General Co. Ltd. has an outstanding dues for the period from May 1991 to April 2001 amounting to Rs.83,28,988.00-(Contribution: Rs.2645133/-, Interest calculated up to 31-01-2008: Rs.5173738/-, Damages:

Rs.508553/, & Cost of recovery: Rs.1564/-) with Rs.869.64 per day Interest on contribution to be calculated w.e.f. 01-02-2008 which is payable by M/s. Unlon General Co. Ltd. as per terms and conditions of the agreement. (Detalls enclosed in Annexure 'A')

b) Besides the amount mentioned in Para (a) above, the outstanding balance of Rs.1,47,05,062/- [Contribution: Rs.2968127/-Interest calculated up to 31-01-2008: Rs.11687728/-, Damages: Rs.48927/- & Cost of recovery: Rs.280/-] with Rs.975.81 per day Interest on contribution to be calculated w.e.f. 01-02-2008, which is being disputed by M/s. Unlon General Co. Ltd. as it does not fall in the purview of agreement and seek redress on the same. (Details enclosed in Annexure -'B')”

3. Admittedly the said order was passed in compliance of the order dated 6th August, 2007 passed by the High Court in WPA 1418 of 2002.

4. The order under challenge dated 16.01.2009 is a warrant of attachment of movable property, issued by the Recovery Officer wherein the Officer has directed payment of the outstanding amount as noted in the warrant before proceeding in accordance with law. It appears from the said warrant that the officer concerned has categorically noted in the warrant as follows:-

“34 Nos of certificate(s) with allotted case Nos enclosed in annexure 'A' has/have been forwarded by the Authorised Officer, Rev-II, ESI Corporation, Sub/Regional Office, Barrackpore/Kolkata, against **M/s Union General Co. Ltd., 28, Tara Chand Dutta Street, Kolkata-700073**, and the sum of Rs. 8632665.00 as noted below, is due from Shri Jay Parkashtibrewala, Director,, 493-B-1, G.T. Road (s), G-Block, Flat 601, Panchsheel Apartment, Howrah-711102 in respect of said certificate:-

1. Contribution	2645133.00
2. Interest(1616596+3862383.24)/upto 165.01.2009]	5478979.24
3. Damage	508553.00
4. SPECIFIED AMOUNT (SUB TOTAL)	8632665.00
5. Cost & Expenses	1564.00
Grand Total	8634229.00

And whereas, the said sum of **Rs. 8632665.00 (Rupees Eighty Six lakhs thirty two thousand six hundred and sixty five)** has not been paid in satisfaction of the said certificates.

This is to direct you to serve a copy of this warrant on the defaulter and unless after such service the defaulter pays forthwith the said sum of Rs. 8632665.00 together with per day interest of Rs.

869.64 w.e.f 17.01.2009 plus Rs.1567.00 for the cost (may increase for further process) for executing this purpose, to proceed to attach the movable property of the said defaulter and to hold the same until further orders from the undersigned.”

5. Learned counsel for the petitioner has placed a copy of the order under challenge dated 20.01.2009 which has not been annexed to the writ application. The said order is a show cause notice for recovery of such arrears. Let it be made part of the record.

6. Learned counsel appearing for the petitioner submits that the petitioner has not been provided with a breakup of the dues and as such was/is not in a position to pay the said outstanding dues.

7. The contention of the petitioner is unfounded in view of the fact that the order under challenge dated 19th February, 2008 has categorically noted the break up of the outstanding dues to be paid by the petitioner herein. The said break up has also been specifically noted in the warrant of attachment dated 16.01.2009.

8. It is on record that the petitioner/company has been carrying out the conversion job at the Jute Mill of M/s. Eastern Jute Mill at Titagarh, (primary company, M/s. Eastern manufacturing Company Limited) since 1991 and continued to do so till the year 2009.

9. After that admittedly, it is the respondent no. 6, M/S. Sunbeam Vanijya Private Limited which has taken over the said conversion job and is continuing to do so till date.

10. The proceeding before the ESI Court is pending being tender case No. 10 of 2024 initiated by the respondent no. 6 herein.

11. On hearing the parties and considering the materials on record including the observation as made above this Court finds that the orders under challenge being in accordance with law require no interference.

12. The petitioner's conduct appears to be to delay in making the payment, which shall only add interest to the outstanding amount, considering the orders challenged pertain to the year 2009 and is pending payment till date.

13. Admittedly the petitioner has not paid any of the dues as assessed and liable to pay till the date they were carrying out the conversion job (till 2009).

14. The writ application is accordingly disposed of with the direction that the petitioner shall make payment of the outstanding dues till 2009 along with interest as applicable as adjudicated by the authorities concerned vide the orders under challenge within 60 days from the date of this order, failing which the authorities shall be at liberty to proceed in accordance with law.

15. Writ application stands disposed of.
16. Applications, if any, connected thereto stand disposed of consequently.
17. Interim order, if any, stands vacated.
18. Photostat certified copy of this order, if applied for, be given to the parties on priority basis upon compliance of all formalities.

[Shampa Dutt (Paul). J]