28.07.2025
Court No.13
Item No. 27
sp

FMA 1000 of 2024
With
CAN No. 1 of 2024

Nabadwip Municipality & Ors.
Versus
Ujjal Biswas & Ors.

Mr. Swapan Kumar Majumder,
Mr. Saptarshi Majumder.
...For the appellants.

Mr. Soumya Majumder,
Ms. Sanjukta Dutta.
... For the respondents/writ petitioners.

Mr. Jayanta Samanta,
Ms. Indumouli Banerjee.
..for the State.

1. The instant appeal is directed against judgment and order dated 6th May, 2024.

2. By the impugned order, the Single Bench directed terminal benefits of the writ petitioner/respondent who superannuated from service on 30th September, 2021 to be paid along with interest @ 7% per annum from the date of superannuation till date of actual payment. It was further ordered that in default of payment being made by 31st August, 2024, the rate of interest shall rise to 9% per annum. Admittedly, the writ petitioner/respondent was an employee of the municipality and retired from service in the usual manner.

3. Learned counsel for the Nabadwip Municipality submits that the PPO has been issued under ROPA 2019 whereas it should have been issued under ROPA 2009. He further submits that the municipality has more retired employees than existing employees and that the petitioner/respondent is standing in a que, of several employees who are yet to receive terminal benefit, at Serial No. 83.

4. This Court is of the view that the impugned order calls for no interference as the PPO has been issued by the DPPG, West Bengal. The obligation of the employer to pay terminal dues cannot be disputed or resiled from. Admittedly, the petitioner/respondent was an employee of the municipality. It is, therefore, not acceptable to this Court that the municipality should contend that the State which has approved the appointment of the petitioner/respondent should be liable to make such payment.

5. The payment of terminal dues has been now recognized as a part of fundamental right and liberty of a retired employee. Any delay in payment thereof, grossly affects the life and liberty of such employee.

6. This Court has in several cases held that in the event the municipality does not have funds, they may approach the State for the same. The internal arrangement between the municipality and the State is of no concern to the petitioner/respondent.

7. In those circumstances, this Court is not inclined to entertain the argument of the appellants. The reference to the General Clauses Act made by learned counsel for the appellants, has been found to be of no relevance by a Co-ordinate Bench in a judgment dated 20th January, 2025 in FMA 737 of 2024 (The Board of Councillors of Nabadwip Municipality & Anr. Vs. Susan Mukhopadhyay & Ors.).

8. This Court is in complete agreement with the views of the Co-ordinate Bench.

9. The only argument that learned counsel for the appellants has placed worth being entertained is that the municipality does not have any rules for payment of leave encashment.

10. Learned counsel for the writ petitioner/respondent submits that several other municipalities have paid leave encashment as part of the terminal dues.

11. The petitioner may submit a proper representation to the municipality in this regard.

12. It is expected that the municipality clears the dues of the petitioner/respondent within a period of four months from date, mandatorily and positively.

13. With the aforesaid observations, FMA 1000 of 2024 is dismissed.

14. Consequently, CAN 1 of 2024 shall also stand dismissed.

15. There shall be no order as to costs.

16. All parties shall act on the server copy of this order duly downloaded from the official website of this Court.

(*Rajasekhar Mantha, J.*)

(Ajay Kumar Gupta, J.)