

05.08.2025
Item No. 29
CT.-05
sayandeep

WPA 17082 of 2025

**Sadi R.N. High School Employees' Cooperative Credit
Society Limited
versus
The State of West Bengal & Ors.**

Mr. Madan Mohan Roy

....for the petitioner

Mr. Pradeep Kr. Roy
Mr. Ankit Sureka
Mr. Biplab Das

...For the respondent Nos. 5 & 6

1. The present writ petition has been filed in effect for enforcement of a statutory agreement within the meaning of Section 59 of the West Bengal Co-operative Societies Act, 2006 (hereinafter referred to as the "said Act") against the respondent No. 13. According to the petitioner, the petitioner is a Co-operative Credit Society within the meaning of Section 4(20) of the said Act.

2. Mr. Roy, learned advocate appearing for the petitioner by drawing attention of this Court to page 29 of the writ petition would submit that an agreement within the meaning of Section 59 of the said Act has been executed by the respondent No. 13 on 22nd September, 2014. According to him, though a sum of Rs. 15 lakhs was advanced to the respondent No. 13 and though the same was repayable in 120 installments along with interest at the rate of 12% per annum, the respondent No. 13 has defaulted.

3. Mr. Roy insists that in terms of the provisions contained in Section 59(3) of the said Act, this Court should enforce the above agreement against the employer of the respondent No. 13.

4. In this context, it would be relevant to note that in the agreement disclosed in the petition at page 29, there is no mention of the employer of the respondent No. 13. Although Mr. Roy by drawing attention of this Court at pages 44 and 45 of the petition would submit that the employers of the respondent No. 13 had acknowledged the aforesaid loan, I however, notice that the acknowledgement appearing at page 45 is with reference to “Madhya Meadi Tamsuk”. Such document is, however, dated 18th March, 2015 and does not fit in with the agreement appearing at page 29 which has been executed on 22nd September, 2014.

5. At this stage, Mr. Roy learned advocate appearing for the petitioner would submit that the document appearing at page 29 of the writ petition is an undertaking given by the employee and is not an agreement. The pleading in this petition at paragraph 4 would, however, highlight that on the basis of loan application of Rs.15,00,000/-, Rs.19,60,000/- was advanced to the petitioner. Considering the proximity of the date of execution of the loan agreement with the purported declaration, there are several unanswered questions.

6. Considering the submission and the materials on record, I am of the view that the writ petition deals with diverse disputed question of fact which cannot be appropriately decided in a writ petition under Article 226 of the Constitution of India especially having regard to the diverse dates disclosed concerning the agreement and the extent of disbursement of the loan amount which is beyond the numerical figure mentioned in the agreement. In view

thereof, let the writ petition be dismissed as not maintainable.

7. Dismissal of the writ petition shall not stand in the way of the petitioner establishing its right before appropriate forum, if so advised.

(Raja Basu Chowdhury, J.)