

Form No. J(2)
SL.38
b.r.

In the High Court at Calcutta
Constitutional Writ Jurisdiction
Appellate Side

Present:-
The Hon'ble Justice Aniruddha Roy

WPA 20160 of 2025

Prasanta Kumar Biswas
-vs-
West Bengal Gramin Bank & Ors.

For the petitioner : Mr. Indranath Mitra

For the Respondents
Nos. 1,2 & 4 : Mr. Baidurya Ghosal
Mr. Sourav Mukherjee
Mr. Saikat Mukherjee

Heard On : 24.09.2025

Judgement on : 24.09.2025

Aniruddha Roy,J. :

1. The writ petitioner was an employee of Bangiya Gramin Vikash Bank (for short the bank). During the tenure of the employment of the petitioner, who retired on **December 31, 2023** a disciplinary proceeding was initiated and the final order in the disciplinary proceeding was

passed on **July 5, 2024 at page 103** to the writ petition. The same was communicated to the petitioner by a forwarding letter of the bank dated **July 6, 2024** at page 102 to the writ petition. The petitioner has accepted the punishment inflicted upon in the disciplinary proceeding. The punishment inflicted upon the petitioner is quoted below:

“Reduction of Basic Pay by 1 (one) stage lower in the time scale of pay which he belonged to with retention of FPP, PQP, Stagnation increment, if any, on and inclusive the date of his superannuation.”

2. Following the punishment, necessary pay fixation of the petitioner has taken place by the bank on **July 9, 2024 annexure p-18 at page 108** to the writ petition. The petitioner has also accepted the said pay fixation.
3. Subsequently on **July 23, 2024 annexure p-19 at page 109**, the petitioner submitted a representation before the bank and has claimed unpaid salary for the **period of suspension**, as in the disciplinary proceeding the petitioner was neither removed nor dismissed from service. The claim of the petitioner is based on **Sub-Clause 2 to Clause 48** of the **Bangiya Gramin Vikash Bank (Officers and Employees) Service Regulations, 2010 with subsequent Bangiya Gramin Vikash Bank Service (Amendment) Regulations 2013**.

4. On a prima facie reading of the said relevant regulation, it appears to this court that, **Sub-Clause 2 to Clause 48** of the regulation, *inter alia*, provides that the period during which an officer or employee is under suspension, shall, if he is not removed or dismissed from the service, be treated as period spent on duty or otherwise as the competent authority may direct.
5. Admittedly the punishment inflicted upon the petitioner was neither for removal nor for dismissal from service. The impugned order dated **August 14, 2024, prima facie**, does not show recording of any satisfaction or reasons of the bank authority that there has been any direction of the competent authority **otherwise** within the meaning of **Sub-Clause 2 to Clause 48** of the regulation.
6. Mr. Baidurya Ghoshal, learned counsel appearing for the concerned Gramin Bank submits that at the instance of a complaint lodged by an erstwhile Manager of the Bank a criminal proceeding was drawn up against the petitioner. The said criminal proceeding is still pending. The petitioner was in custody for **357 days** then the petitioner was enlarged on bail and therefore the Bank has followed the rule, **“No work no pay”** for the said **357 days**.

7. After considering the rival contentions of the parties and upon perusal of the materials on record, this Court is of the view only if the petitioner is prohibited under **Sub-Rule(2) to Rule 48** of the said **Regulation**, then only the employer Gramin Bank is entitled not to pay the salary of the petitioner during the said suspended period.
8. In the facts of this case, the punishment has already been inflicted by the employer but there is no whisper of any **removal** or **dismissal** of the petitioner from his service, as already discussed in detail above.
9. Accordingly, this Court is of the considered view that since the petitioner has neither been **removed** nor **dismissed**, the employer Bank could not and cannot deduct the salary of the petitioner and other emoluments for the said suspended period.
10. In view of the foregoing reasons and discussions, the impugned decision of the Gramin Bank dated **August 14,, 2024, annexure p-20 at page-110** to the writ petition stands **set aside** and **quashed**.
11. The concerned authority of the Gramin Bank and/or the respondent no.4 is directed to pay whatever monetary benefits to which the petitioner was entitled to in accordance with law during his suspended period after adjustment/deduction of whatever amount on this

score has already been paid but positively within a period of **eight weeks** from the date of communication of this order.

12. Since affidavits are not called for, the allegations made in this writ petition are deemed not to have been admitted by the respondents.
13. It is made clear that this Court has not expressed any opinion on the issue out of which the criminal case is pending against the petitioner and the jurisdictional criminal Court shall proceed with the trial in accordance with law as expeditiously as possible and without being influenced by any observation, made by this Court.
14. It is also made clear that this order shall not preclude the employer to take any step or further step, if they are entitled to do so in law, depending upon the final outcome of the criminal trial.
15. With the above observations and directions, this **WPA 20160 of 2025** stands **disposed of**, without any order as to costs.
16. Photostat certified copy of this order, if applied for, be furnished expeditiously.

(Aniruddha Roy, J.)