

28.10.2025
Item No. 232
Ct.-05
Sayandeep

WPA 22132 of 2025

**Arjuni Samabay Krishi Unnayan Samity Ltd.
versus
The State of West Bengal & ors.**

**Mr. Tarun Kr. Das
Mr. Narayan Nayak
Mr. Hari Pada Nayak
Mr. Pratap Kr. Yadav**

.... for the petitioner

**Mr. Srijan Nayak
Mr. Ankit Sureka
Mr. Biplab Das**

.... For the respondent Nos. 5, 6

1. The petitioner contends that a loan of 3 lakhs was disbursed in favour of the respondent No. 11 pursuant to an agreement dated 5th February, 2014 which was repayable in 60 instalments on or before 2019. *Prima facie*, the petitioner has not been able to demonstrate that aforesaid agreement was contemporaneously communicated to the employer of the respondent No. 11. It is the petitioner's case that though some payment was made by the respondent No. 11, the respondent No. 11 ultimately defaulted in making payment whereupon by letter dated 10th June, 2018, a request was made to the headmaster of the school, being the respondent no.10, where respondent no.11 had been appointed as a teacher, to recover the outstanding loan amount. The petitioner has, however, failed to demonstrate that a copy of the above agreement was forwarded to the employer of the respondent No. 11 contemporaneously. Although certain communication has been made lately in the year 2025 addressed to the pension Section, Department of Schools, such communication also does not demonstrate that the agreement had been forwarded to the employer of the respondent No. 11 contemporaneously.

2. Section 59 of the West Bengal Cooperative Societies Act, 2006, inter alia, permits a member of the cooperative society to execute an agreement authorising his employer or drawing and disbursing officer where applicable to deduct from his salary or wages and retiring gratuity or death gratuity, the outstanding amount payable against such loan.
3. Unfortunately, in this case, a copy of such agreement though executed had never been furnished by the petitioner to the employer of the respondent No. 11 during the original tenure of the loan agreement.
4. In the light of the above, I am of the view there is no scope to entertain the present writ petition. The petitioner shall, however, be at liberty to establish and enforce its rights in accordance with law before the appropriate forum, if so advised.
5. With the above observations and directions, the writ petition is dismissed without any order as to costs.

(Raja Basu Chowdhury, J.)