ORDER SHEET

OD-3

IN THE HIGH COURT AT CALCUTTA
CONSTITUTIONAL WRIT JURISDICTION
ORIGINAL SIDE

WPO No. 2358 of 2022

LEKHRAM BARAI
VERSUS
THE STATE OF WEST BENGAL & ORS.

BEFORE:
The Hon'ble JUSTICE ARINDAM MUKHERJEE
Date: 31st October, 2025.

Mr. Debdutta Basu, Adv. for the petitioner.

Ms. Anjusri Mukherjee, Advocate for the State.

Mr. Niladri Bhattacharjee, Ms. Deblina Chattaraj (VC),
Advocates for the respondent Corporation.

The Court :- The petitioner while serving Calcutta Tramways Company (1978) Limited (in short 'CTC') now known as West Bengal Transport Corporation Limited (in short 'WBTCL') as a permanent employee retired from service on 31st January, 2014 on attaining the age of superannuation. The petitioner had been granted the benefit of West Bengal Services (Revision of Pay and Allowance) Rules, 1998 [in short 'ROPA 1998']. The benefit of ROPA 1998 was made applicable retrospectively. The Government of West Bengal, Transport Department published a Memorandum dated 23rd June, 2000 by which the employees of CTC were to be provided the benefit of ROPA 1998 in the following manner :

"v(d) Where the increment of an employee falls on the 1st day of January, 96 he shall be allowed to draw increment in the existing scale first and then his pay in the revised pay scale shall be fixed in the above matter.

(vi) Pay will be fixed in the revised scales notionally on 1.1.96 or from the date with effect from which an employee opts to come over to revised scale of pay. An employees may opt to come over to the revised scale of pay with effect from any date between 1.1.96 and 1.1.97 (both days inclusive)

(vii) In cases where benefits like Career Advancement Scheme (CAS) etc have been extended without proper government approval in violation of Chief Secretary's Circular nos. 4236(32)-F dated 3.5.74, no. 8178(44)-F dated 19.7.84, no. 8494(48)-F dated 26.8.86 and no. 3024(48)-F dated 25.3.87, such benefits are to be ignored at the time fixation of pay in the revised scale.

(viii) Actual payment on the basis of fixation in the revised scales of pay will, however, be made with effect from 1.4.2000. The arrears for the period from 1.4.97 to 31.3.2000 will be paid in 5 annual installments, the first installment being payable not before 1.11.2002, along with interest to be calculated from 1.4.2000 at the same rate as admissible in respect of accumulation in the General Provident Fund Account."

This memorandum was followed by another memorandum dated 21st July, 2000. It is the case of the petitioner that despite the promise made on behalf of the State and CTC, the arrears were not paid in time with the interest, as a consequence whereof the petitioner became entitled to interest for delayed payment of the principal sum as promised under the Memorandum dated 23rd

June, 2000 and 21st July, 2000. The petitioner approached this Court for the interest on delayed payment by filing the instant writ petition on 18th July, 2022.

Initially the respondents objected to the claim of the petitioner on the ground that the petitioner had approached this Court much after expiry of three years from the date of his retirement on 31st January, 2014. The petitioner was to receive the monetary benefit on account of delayed payment of the ROPA 1998 benefits latest at the time of his retirement in 2014. If the petitioner has not received the same then he ought to have approached this Court within three years from the date of his retirement. Having not done so, the claim of the petitioner on account of interest for delayed payment of the principal sum is barred by limitation. The respondents also say that the claim of the petitioner for belated service benefits also did not amount to continuing cause as considered in the judgment reported in *(2008) 8 SCC 648 (Union of India V. Tarsem Singh)* which has been subsequently followed by the Supreme Court in the case of *Asger Ibrahim Amin V. Life Insurance Corporation of India reported in (2016) 13 SCC 797*.

The petitioner on the other hand has relied upon a judgment and order of the Division Bench passed on 5th January, 2022 in *FMA 3942 of 2016 (Amarnath Tiwary & Ors. Vs. State of West Bengal & Ors.*). The same memorandum and the delay in paying the principal sum had fallen for consideration before the Division Bench. The Division Bench, however, rejected the contention of the respondents being CTC and the State of West Bengal holding that the Memorandum dated 21st July, 2000 issued in connection with the employees of CTC amounted to a promise to pay and as such, there can be no limitation for the claim of interest on the CTC and the State having failed to pay the principal in time as promised.

During the pendency of the writ petition the Government of West Bengal and WBTCL published a circular dated 20th May, 2025 inviting claim from the retired employees of WBTCL which includes the retired employees of CTC to raise their claim for interest on account of delayed payment of the principal sum.

On a perusal of the said circular dated 20th May, 2025, it appears that neither the State nor the WBTCL have made any restriction on the claim to be made within three years or within a particular period of time. The petitioner, however, could not lodge his claim for the interest on account of delayed payment of the principal sum as the writ petition was pending being a specific embargo mentioned in the said circular dated 20th May, 2025.

It is settled provision of law that a specific provision if made in a statute along with a general provision therein, in that case the specific provision is to be adhered to and not the general provision. Reference in this context may be made the judgment of the Hon'ble Supreme Court reported in ***2019 (5) SCC 480 (Dharani Sugars & Chemicals Ltd. V. Union of India & Ors.).*** The provision of three years limitation in ***Tarsem Singh*** as referred to by the respondents is a general provision. The memorandum dated 21st July, 2000 has been specifically considered by the Division Bench in Amar Nath Tewari (supra) wherein the same point of limitation fell for consideration before the Division Bench. The Division Bench had rejected the plea of limitation. Since it was in respect of the self-same organization, the self-same circular and identical issues were considered the ratio laid down in Amar Nath Tewari is more applicable to the instant case. Moreover, the issue of three years limitation in respect of service related claims have been also doubted by the Supreme Court in several judgments.

In the aforesaid facts and circumstances, the writ petition is disposed of by directing the respondents to treat the writ petition as a representation by the petitioner in terms of the circular dated 20th May, 2025 and decide the petitioner's claim for interest on account of delayed payment of the ROPA 1998 benefits in the light of the Division Bench judgment in Amar Nath Tewari and the circular dated 20th May, 2025. The entire exercise should be completed within 15th December, 2025. The petitioner if found entitled to any interest for delay in payment of ROPA benefits, should be paid the same by 31st December, 2025.

Nothing further remains to be adjudicated in this writ petition.

The application is, accordingly, disposed of.

(ARINDAM MUKHERJEE, J.)

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