

21.04.2026
Court No. 12
ML 51
April 2026
Sandip

IN THE HIGH COURT AT CALCUTTA
CIVIL APPELLATE JURISDICTION
APPELLATE SIDE

F.M.A. 1098 of 2025
IA No : CAN 1 of 2025
CAN 2 of 2025
In
W.P.A. 24928 of 2024

**Madhyamgram Urban Co-operative Credit Society
Limited, represented by its Manager Sri Ranjan
Chandra Dutta**
-Versus-
State of West Bengal & Ors.

Mr. Soujanya Bandyopadhyay
.....for the appellant
Mr. Srijan Nayak,
Mr. Biplab Das,
Mr. Ankit Surekha
....for the respondent no. 2.

- 1) Affidavit-of-service filed on behalf of the appellant is taken on record.
- 2) Despite service none appears on behalf of the respondent nos. 1, 3, 4, 5 and 6. The respondent no. 2 is present.
- 3) Madhyamgram Urban Co-operative Credit Society is the appellant before this Court. The appellant is aggrieved by an order dated May 13, 2025, passed in W.P.A. 24928 of 2024. By the order impugned, the learned Court rejected the prayer of the appellant for a direction upon the respondent authorities, particularly the Sub-Inspector of Schools, Madhyamgram Circle, Bankim Pally to deduct a sum of Rs. 2,44,619/- along with accrued interest from the retirement benefit of the respondent no. 6 herein, namely, Abdul Mannan in terms of Section 59 of the West Bengal Co-operative

Societies Act, 2006. Section 59 of the said Act is quoted below :-

59. (1) A member of a Co-operative Society may execute an agreement in favour of the Co-operative society providing that his employer or the drawing and disbursing officer where applicable shall be competent to deduct from the salaries or wages and retiring gratuity or death gratuity payable to him by such employer or the drawing and disbursing officer where applicable such amount as may be specified in the agreement and to pay the amount to the Co-operative society in satisfaction of any debt or other demands of the Co-operative society against the member. A copy of such agreement shall be furnished to the employer or the drawing and disbursing officer where applicable.

(2) Upon the execution of the agreement under sub-section (1), the employer or the drawing and disbursing officer where applicable shall on the requisition of the Co-operative society in writing and for so long as the Co-operative society does not intimate that the debt or demand has been fully paid, make the deduction in accordance with the agreement and pay the amount to the Co-operative society within fifteen days from the date of such deduction as if it were part of the wages payable by him under the Payment of Wage

Act, 1936 on the date on which he makes the payment.

(3) If the employer or the drawing and disbursing officer fails to make the deduction under sub-section (2) or defaults in making payment to the Co-operative society, he shall be liable to make the payment to the Co-operative society together with interest at twelve per cent per annum and the entire amount shall be recoverable from the employer or drawing and disbursing officer by the Co-operative society as an arrear of land revenue and such amount shall rank in priority in respect of the liability of the employer or drawing and disbursing officer as wages in arrear.

4) The allegation was that the respondent no. 5 had taken loan. The respondent no. 6 was made guarantor of the said loan. The loan was not repaid, thus the guarantor being an employee of the school was amenable to Section 59 of the said Act and deduction of the dues of the Co-operative Societies from the members and sureties was permissible in law.

5) His Lordship recorded that as no agreement subsisted between the respondent no. 6 and the appellant in terms of Section 59(2) of the said Act, the writ petition was not maintainable. However, a document has been disclosed before us which indicates that an agreement had been executed for recovery of the loan in terms of Section 58 of the West Bengal Co-operative Societies Act, 1983, which is Annexure – ‘P3’ at page 26 of the stay application.

6) This document was not before the learned Trial Judge. Thus, we cannot hold that the His Lordship committed any error.

7) However, as the document has since been discovered and has been placed before us, we dispose of the appeal by relegating the appellant before the learned trial Judge for fresh hearing of the writ petition with liberty to the petitioner to file the document relied upon before us, by way of a supplementary affidavit before His Lordship.

8) The order impugned is set aside only on the ground that the issue has to be heard afresh, in accordance with the provisions of law, as the dismissal of the writ petition was due to the absence of agreement between the respondent no. 6 and the appellant before us. We find that an agreement was entered into sometime in the year 2005, that is, much prior to the dismissal of the writ petition.

9) We have not gone into the issues involved, but we are of the opinion that the writ petition should be heard on merits and the document should be considered by the court.

10) The order impugned is set aside.

11) Accordingly, the appeal and the connected applications are disposed of.

12) Urgent photostat certified copy of the order, if applied for, be given to the parties, upon usual undertakings. The order impugned is set aside.

(Shampa Sarkar, J.)

(Ajay Kumar Gupta, J.)