

19.05.2026
Court No. 12
ML 135
MAY 2026
Sandip

IN THE HIGH COURT AT CALCUTTA
CIVIL APPELLATE JURISDICTION
APPELLATE SIDE

F.M.A. 1704 of 2025
IA No : CAN 1 of 2025
In
W.P.A. 17448 of 2025

Bidyut Kumar Saha
-Versus-

The State of West Bengal & Ors.

Mr. Mukteswar Maity,
Ms. Manika Sarkar

.....for the appellant

- 1) Despite service, none appears for the respondents.
- 2) The appeal arises out of an order dated August 26, 2025 passed in W.P.A. 17448 of 2025.
- 3) By the order impugned, the learned single Judge dismissed the writ petition. The learned single Judge found that the appellant had taken a loan from Asananagar Samabay Krishi Unnayan Samity, which was a Cooperative Credit Society. Loan of Rs. 15,00,000/- under six separate loan accounts had been obtained. To secure the above loan, the appellant pledged the crops and the crops were allegedly in the godown of the society.
- 4) The appellant did not repay the loan, despite reminders.
- 5) Instead of offering to repay the loan, the appellant by a letter dated April 18, 2023, informed the society that the crops were not preserved properly.

6) The failure on the part of the appellant to pay the loan, prompted the society to initiate proceeding under Section 139 of the West Bengal Cooperative Societies Act, 2006. An award was passed which was challenged in the writ petition.

7) Mr. Maity, learned advocate for the appellant strenuously argues that the award did not take into consideration that substantial amount of the goods which were pledged had been damaged. Those goods were perishable in nature and as such cost of such goods should have been adjusted against the amount found due and payable by the appellant.

8) The learned Single Judge dealt with such objections of Mr. Maity and found that instead of offering to repay the loan, the appellant raised a counter allegation of destruction of the crops.

9) His Lordship was of the view that, those crops were already pledged to the cooperative society and the cooperative society had a right over the same. His Lordship also found that although the goods were perishable in nature, the appellant neither took back the goods nor made any attempt to pay back the loan.

10) The law permits the credit society to approach the Registrar for initiation of proceeding under Section 139 of the said Act. Accordingly, the award was passed and there is no dispute with regard to the fact that the principal and the interest as calculated in the award is payable by the appellant.

11) The only issue raised by the appellant is that the costs of the crops which were damaged due to expiry on account of their perishable

nature, should be deducted from the awarded sum.

12) We are of the view that, this exercise was not required to be done by the Registrar. The appellant, instead of offering to pay the dues, alleged damage to the crops.

13) We do not find that such plea was taken before the authority which passed the award. This plea would have been available to the appellant, had the appellant paid the money due and claimed delivery of the goods. In that event, compensation for the damaged crops could have been claimed.

14) Moreover, the learned trial Judge found that the goods which were pledged by the appellant were never claimed by him. He did not take any step for return of the goods, even prior to the passing of the award.

15) In any event, the issue of damage to the crops and adjustment of the cost from the amounts due are not gone into. The issues will be germane, only if the amounts due are repaid or sought to be recovered from the appellant, on the basis of the award.

16) Moreover, we do not find any specification as to the quantity of goods that had been allegedly damaged and their estimated cost.

17) Accordingly, the appeal and the connected application are disposed of.

18) Urgent photostat certified copy of the order, if applied for, be given to the parties, upon usual undertakings.

(Shampa Sarkar, J.)

(Ajay Kumar Gupta, J.)