

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.4543 of 2021

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Balmiki Prasad Sharma S/o Late Bachchoo Singh Resident of House No. 852
Janki Nagar, Raghunandan path, Hanuman Nagar, Patna-20

... .. Petitioner/s

Versus

1. The Managing Director, Bihar State Co-operative Bank Ltd., Ashok Raj Path, Patna-4
2. The Regional Provident Fund Commissioner, Employees Provident Office, R-Block, Road No. 6, patna-1

... .. Respondent/s

with

Civil Writ Jurisdiction Case No. 5299 of 2021

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Ram Naresh Kumar Sharma S/o Late Awadhesh Sharma Resident of Gitanjali
Lane House No. 38 Gandhi Nagar, Boring Road, Patna.

... .. Petitioner/s

Versus

1. The Managing Director Bihar State Co- Operative Bank Ltd. Ashok Raj Path, Patna.-4.
2. The Regional Provident Fund Commissioner Employees Provident Office, R- Block, Road No.-6, Patna-1.

... .. Respondent/s

with

Civil Writ Jurisdiction Case No. 5427 of 2021

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Dhirendradhari Singh, S/o Trishuldhari Singh, Resident of House No. A/4,
Anandpuri, P.S.-S.K. Puri, West Boring Canal Road, Patna-1.

... .. Petitioner/s

Versus

1. The Managing Director, Bihar State Co-Operative Bank Ltd. Ashok Raj Path, Patna-4
2. The Regional Provident Fund Commissioner, Employees Provident Fund Office, R-Block, Road No 6, Patna-1.

... .. Respondent/s

with

Civil Writ Jurisdiction Case No. 5670 of 2021



Sachchidanand Prasad Sharma S/o Late Alakhdeo Sharma Resident of House No. 52, Gandhi Nagar, West Boring Canal Road, Patna-1.

... .. Petitioner/s

Versus

1. The Managing Director, Bihar State Co-Operative Bank Ltd. Ashok Raj Path, Patna-4.
2. The Regional Provident Fund Commissioner, Employees Provident Office, R-Block, Road No.-6, Patna-1

... .. Respondent/s

Appearance :

(In Civil Writ Jurisdiction Case No. 4543 of 2021)

For the Petitioner/s : Mr. Jai Prabhat Kishore, Advocate
For the Respondent/s : Mr. Prashant Sinha, Advocate
For the BSCB Ltd. : Mr. S.N. Pathak, Advocate
For the EPFO : Mr. Prashant Kumar, Advocate
For the State : Mr. Sushil Kumar Singh, AC to AAG-10

(In Civil Writ Jurisdiction Case No. 5299 of 2021)

For the Petitioner/s : Mr. Jai Prabhat Kishore, Advocate
For the Respondent/s : Mr. Prashant Sinha, Advocate
For the BSCB Ltd. : Mr. S.N. Pathak, Advocate
For the EPFO : Mr. Prashant Kumar, Advocate
For the State : Mr. Sushil Kumar Singh, AC to AAG-10

(In Civil Writ Jurisdiction Case No. 5427 of 2021)

For the Petitioner/s : Mr. Jai Prabhat Kishore, Advocate
For the Respondent/s : Mr. Prashant Sinha, Advocate
For the BSCB Ltd. : Mr. S.N. Pathak, Advocate
For the EPFO : Mr. Prashant Kumar, Advocate
For the State : Mr. Sushil Kumar Singh, AC to AAG-10

(In Civil Writ Jurisdiction Case No. 5670 of 2021)

For the Petitioner/s : Mr. Jai Prabhat Kishore, Advocate
For the Respondent/s : Mr. Prashant Sinha, Advocate
For the BSCB Ltd. : Mr. S.N. Pathak, Advocate
For the EPFO : Mr. Prashant Kumar, Advocate
For the State : Mr. Sushil Kumar Singh, AC to AAG-10

CORAM: HONOURABLE MR. JUSTICE HARISH KUMAR

ORAL JUDGMENT

Date : 21-10-2024

Heard Mr. Jai Prabhat Kishore, learned Advocate for the petitioners, Mr. S N Pathak, learned Advocate for the Bihar State Co-operative Bank Limited (hereinafter referred to as “Co-operative Bank”) and Mr. Prashant Sinha, learned Advocate for the Employees Provident Fund Officer (EPFO). The State is



represented by Mr. Sushil Kumar Singh, learned Advocate.

2. The petitioners in batch of these writ petitions are retired employees of the Co-operative Bank. They have invoked the jurisdiction of this Court seeking a direction upon the respondents to pay their full provident fund with up-to-date interest till the payments are made in their favour, in view of the order dated 12.04.2017 passed by the Regional Provident Fund Commissioner, Patna. The petitioners also sought a direction upon the respondents to include those amount of interests, which have not been taken into account at the time of calculation made by the respondent no. 1, through Chartered Accountant without giving any notice to the petitioners and also grant up-to-date interest till the payments are made. Apart from the aforesaid reliefs, the petitioners also sought a direction upon the respondent Co-operative Bank to refund the amount of leave encashment, salary to the petitioners with 10 per cent interest in the light of the order passed in LPA No. 1401 of 2014.

3. The short facts which led to the filing of the present writ petitions are that the petitioners were appointed in respondent Co-operative Bank and after serving in different branch, they superannuated in the year 2004-2010. Upon retirement of the petitioners, the respondent Co-operative Bank



by charging compound interest in place of simple interest on advance loan amount had illegally debited excess amount from provident fund account of the petitioners, in order to clear the advance loan against provident fund deposit. The issue came up before this Court through several writ petitions and finally came to be settled in LPA No. 838 of 2014 and other analogous cases, including LPA No. 1175 of 2014 filed by the respondent no. 2, wherein, the learned Division Bench of this Court had observed that the no refund of provident fund shall be made to an employee except on his retirement or termination of his service and the question of levy of compound interest on advance loan by treating it a part of provident fund is untenable. The matter traveled up to the Apex Court in the SLP No. 22705-22706 of 2015 at the instance of the respondent Co-operative Bank. However, the same came to be dismissed on 06.03.2017, affirming the order of the learned Division Bench of this Court.

4. The law having been settled as aforementioned; and the consequent order passed by the Regional Provident Fund Commissioner, Patna on 12.04.2017, the debited amount of the provident fund of the petitioners were calculated by the respondent Co-operative Bank through Chartered Accountant with due interest for the period from 2004 to 08.05.2015. The



part payment was made in the year 2018 and further in the year 2019, but without adding the interest from 08.05.2015 till the date on which payment has been made.

5. Learned Advocate for the petitioners contended that despite the fact that other similarly situated persons, who approached before this Court, they have been allowed interest over the outstanding due amount till the payment is made, but discrimination has been caused and the petitioners have been compelled to approach before this Court. Learned Advocate for the petitioners also contended that so far the payment of interest on leave encashment is concerned, it was also illegally withheld in order to adjust the advance loan on charging compound interest and the same has been returned after a decade but without any interest thereon, which certainly requires to be paid with interest @ of 10 per cent in the light of the order passed by this Court in LPA No. 1461 of 2011.

6. Similar issues have taken up by different co-ordinate Benches of this Court wherein, the learned Court having considered the nature of the grievance has been pleased to dispose off the writ petition with directions as follows:

“4. The Managing Director, Bihar State Co-operative Bank Limited must recalculate the interest which has accrued on the contribution made in the account



of the petitioner till 30.07.2019 and get all the formalities done with respect to payment, including the fresh filling up of the forms by the petitioner and forward the same to the Regional Provident Fund Commissioner, Patna.

5. The Regional Provident Fund Commissioner, Patna must ensure at his own level to recalculate the interest and verify, as to whether, the recalculation approved by the Managing Director of the Co-operative Bank has some arithmetical mistake, then in that case he must accordingly advise and get all the formalities done within a period of six weeks in accordance with law after providing petitioner an opportunity to place his grievance.”

7. Mr. S N Pathak, learned Advocate representing the respondent Co-operative Bank, at the outset, contended that the petitioners in batch of these writ petitions were superannuated some time in the year 2004 to 2010, but for the first time, they approached before this Court after 15-17 years and, as such, the writ petition ought to be dismissed on the ground of delay and latches itself. An applicant who approaches the Court belatedly or in other words, sleeps over his rights for a considerable period of time, wakes up from his deep slumber ought not to be granted the extra ordinary relief by the writ Courts. Reliance has also been placed on a judgment rendered by the Apex Court in the case of *Tridip Kumar Dingal and Ors. Vs. State of West*



Bengal and Ors., (2009) 1 SCC 768. It is further contended that, be that as it may, the petitioners have also been paid the admissible amount and now the claim of the petitioners for interest over the outstanding due amount would certainly cause extra financial burden to the respondent Co-operative Bank. However, he is unable to dispute the facts and the materials available on record to the extent that the issue has already been set at rest by the learned Division Bench of this Court and affirmed up to the highest Court of the land.

8. Having considered the submissions advanced on behalf of the learned Advocate for the respective parties, the contention of the learned Advocate for the Co-operative Bank, the writ petition being barred by delay and laches, appears to be wholly misconceived and fit to be rejected outright. The record clearly reveals that the issue with regard to charging compound interest on advance loan granted to the employees of the Co-operative Bank against deposit of provident fund stood settled in LPA No. 838 of 2014 and other analogous cases way back on 08.05.2015, whereafter, on being aggrieved, the respondent Co-operative Bank preferred SLP No. 22705-22706 of 2015 which came to be dismissed on 06.03.2017. Thereafter, when the employees of the Co-operative Bank have not been accorded the



consequential benefits of interest over the provident fund amount, they were compelled to file various petitions before this Court or the authorities concerned. Thus in the opinion of this Court, there is no laches and delay on the part of the petitioners, rather the Co-operative Bank, who was under the statutory obligation to ensure the implementation of the order of this Court has failed to discharge its duty.

9. Various orders of different Benches have been placed before this Court, including the order passed in CWJC No. 3223 of 2023, CWJC No. 4139 of 2023 and CWJC No. 8612 of 2023, wherein the respondent Co-operative Bank has been directed to recalculate the interest accrued on the contribution made in the account of the petitioners and forward the same to the Regional Provident Fund Commissioner, Patna to recalculate the interest and thereafter, ensure the payment. But surprisingly, despite the order passed by this Court with respect to identically situated employees of the Co-operative Bank, other persons having identical claims have been compelled to approach before this Court. The Government of Bihar has framed Bihar State Litigation Policy 2011, wherein, it has been crystallized in Clause 4-C(I) that all similarly situated employees should be granted the benefit of covered matters and



if orders of the Court have been implemented in case of certain litigants, it should be implemented in respect of all other identically situated persons. Once the issue has already been set at rest, the State or any of its instrumentality, which comes under the definition of the State must ensure that the order of the Court should be implemented in respect of all other identically situated persons.

10. In view of the aforesaid facts and the settled positions of law, the writ petition also stands disposed off with an identical direction “to the respondent Managing Director, Bihar State Co-operative Bank Limited to recalculate the interest, which has accrued on the contribution made in the account of the petitioners and get all the formalities done with respect to payment, including the fresh filling up of the forms by the petitioners and forward the same to the Regional Provident Fund Commissioner, Patna. The Regional Provident Fund Commissioner, Patna must ensure at his own level to recalculate the interest and verify, as to whether, the recalculation approved by the Managing Director of the Co-operative Bank has some error or mistake, then in that case, he must accordingly advise and get all the formalities done within a period of eight weeks, in accordance with law, after providing petitioners an



opportunity of hearing to place his grievance.”

11. It is expected that the respondents must adhere to the period stipulated, hereinabove and ensure the payment of all the admissible dues, in accordance with law.

12. The writ petition stands disposed off with the aforesaid observation and direction.

(Harish Kumar, J)

shivank/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	23.10.2024
Transmission Date	NA

