(2011) 11 KAR CK 0095

In the Karnataka High Court

Case No : Writ Petition No. 18017 of 2007 (S-R)

G.Prabakar Rao APPELLANT

Vs

Union of India RESPONDENT

Date of Decision : 21-11-2011

Acts Referred:

Citation : (2011) 11 KAR CK 0095

Hon'ble Judges : Anand Byrareddy, J

Bench : Single Bench

Advocate : Sheela Krishna, for the Appellant; Ashok N. Patil, Advocate for Respondent Nos. 1 to 3, for the Respondent

Final Decision : Allowed

Judgement

Anand Byrareddy

1. Heard the learned counsel for the petitioner and the learned counsel for the respondents.

2. The petitioner is before this Court questioning the recovery said to have been made from the payments due to the petitioner, in a sum of Rs. 28,978/-. The long and short of it is that, according to the respondents, the petitioner had been credited with an excess amount towards his General Provident Fund for the year March 1983 to February 1984 in a sum of Rs. 2,790/-. This is sought to be recovered with interest on the said amount till March 2006, at Rs. 28,978/-. This has been deducted from out of the total amount of Rs. 2,20,634/- which was due to the petitioner according to the closing balance in the Statement of Accounts of the General Provident Fund for the year 2005-06. This according to the learned counsel for the petitioner, is impermissible and could not have been made to the detriment of the petitioner even if it is accepted that the petitioner was paid an excess amount in the year 1983-84. As regards this primary contention, the learned counsel would submit that the legal position is well-settled and if amounts have been paid, not at the instance of the petitioner, nor on his

misrepresentation, or on a fraud played by the petitioner, the excess amount having been credited by inadvertence or otherwise by the respondents, would not enable the respondents to recover the same, alter several decades. This contention has to be accepted on the face of it.

3. Though the learned counsel for the respondent''.; seeks to contend that the respondents, while finally settling the accounts, are enabled to address the same with reference to any discrepancies in respect of the entire fund and it is on such re-verification, that the discrepancy had been noticed and in finally settling the account, the amount has been deducted, which is well within the right of the respondents since the funds were available with the respondents.

4. This contention cannot be accepted. The recovery as sought to be made, is of amounts that were credited in the year 1983-84 and what is sought to be recovered is from out of the amounts that were to be paid in the year 2006. The long and inordinate delay in making such recovery, is rendered impossible. The respondents are not in a position to make any such recovery if admittedly the excess payment was of the year 1983-84. On that short ground, the petition stands allowed. It is declared that the petitioner was entitled to a total sum of Rs. 2,20,634/- and not to Rs. 1,91,656/- and therefore, the Respondent No.3 shall release the amount of Rs. 28,978/- along with 6% interest from the date the same fell due, till the date of payment. The respondent shall pay the amount within six weeks from the date of receipt of a copy of this order failing which, the respondent shall be liable to pay interest at the rate of 12% per annum from the date of such default, till the date of payment.