(2009) 05 JH CK 0026

In the Jharkhand High Court

Rajendra Yadav and (27) Ors. and Chakradhar Prasad and Others — APPELLANT

Vs

Central Coalfields Ltd. and Others — RESPONDENT

Date of Decision : 23-05-2009

Acts Referred:

Citation : (2009) 05 JH CK 0026

Hon'ble Judges : Dabbiru Ganeshrao Patnaik, J

Bench : Single Bench

Judgement

D.G.R. Patnaik, J.—Since the issues involved in both these cases are identical, they are disposed of by this common order.

2. Heard Mr. Kalyan Roy, learned Counsel for the petitioners, Mr. Ananda Sen, learned Counsel for the Respondent-C.C.L. and Mr. Mrinal Kanti Roy, learned Counsel for the Respondent No. 7 in both the writ applications.

3. The prayer of the petitioners in both these writ applications, inter alia, is for a direction to the Respondents, mainly the Respondent Nos. 1, 2, 3 and 8, restraining them from deducting the amount of Rs. 2,000/-per month from the wages of the petitioners towards the realization of the loan taken by them from the Respondent No. 5 in the year 1997 and also for a direction to the Respondents, namely, the C.C.L. to refund the excess amount, deducted from the petitioner''s wages.

4. The facts of the petitioners'' case in brief are that the petitioners being employees of the Saunda-D Colliery of the Central Coalfields Ltd., had formed a Co-operative Society, known as the Saunda-D Karmachari Co-operative Society Ltd. The Project Officer of the Colliery was the ex-officio Chairman of the Credit Cooperative Society.

The petitioners, except the petitioner No. 19, Sawami Nath Prasad [in W.P. (S) No. 2794 of 2008], had applied for loan individually for different amounts and the same was paid to them by the Bhurkunda Branch of the Hazaribagh Central

Co-operative Bank Ltd. (Respondent No. 7) on the recommendations of the Society as well as of the Management of the C.C.L. Such loan was obtained by the petitioners in the year 1994 to 2000.

Towards repayment of the loan amount, taken by the petitioners individually on the request of the Bank, a sum of Rs. 2,000/-per month began to be deducted from the salary of each of the petitioners. Such monthly deductions were expected to be deposited in the individual loan account of the petitioners with the Bank.

The claim of the petitioners is that by way of deductions from their monthly wages, they had repaid the entire loan amount taken by them individually, together with interest, and to the best of their knowledge and assessment, they had repaid the entire loan amount to the Bank through their employer.

The petitioner No. 19 had not taken any loan from the Society. Rather he being simply a member of the Society, had become witness for one of the members of the Society, who had taken loan but the Secretary of the Society had wrongly entered his name as a loanee.

It is further contended that no further dues was outstanding against the petitioners in respect of the loan, which they had obtained. This has been confirmed even by the Respondent Bank which had issued No Dues Certificates duly authenticated by the Secretary of the Co-operative Society to the petitioners. The petitioners were also issued No Dues Certificate by the Society.

5. The grievance of the petitioners is that despite liquidating the amounts of loan taken by them and despite the No Dues Certificate issued by the Society as well as by the Respondent-Bank, the petitioners were served with a Notice dated-05.03.2008, by the Personnel Manager, Saunda-D Project, C.C.L., Saunda-D Colliery, Ramgarh (Respondent No. 8), stating that a sum of Rs. 2,000/per month is to be deducted from the salary of the members of the Co-operative Society, who have not cleared their loan and calling upon the members who have any objections to such recovery to produce the No Dues Certificate before the Project Officer-cum-Chairman of the Credit Society (Respondent No. 3). A list was issued containing the names of workers, against whom outstanding balance towards loan was shown. The petitioners were surprised to find their names in the list and the heavy amounts shown against their names as outstanding dues.

The further grievance of the petitioners is that even without affording adequate opportunity to the petitioners to produce their respective No Dues Certificate, in response to the aforementioned Notice dated 05.03.2008, the Respondent-Project Officer of the Colliery started deducting a sum of Rs. 2000/per month from the salary of the petitioners on the plea of recovery of the loan amount.

6. The petitioners lodged their individual protests and their complaint before the Registrar of the Cooperative Society, stating that the loan amounts, which they had taken, was duly repaid together with interests and further, that forcible

deductions from the salary of even those persons, who had not taken any loan amount, is being made.

7. An enquiry was conducted by the Joint Registrar pursuant to the directions of the Registrar of the Co-operative Societies. The Enquiry Report submitted by the Joint Registrar on 07.07.2002, had also indicated that the then Secretary of the Society had withdrawn the loan amounts from the Bank but the same was not paid to the beneficiaries.

8. It has been further pointed out by the petitioners that during the pendency of this writ application, on the protest of the petitioner No. 8 that though he had taken a loan of Rs. 4,000/-only and had repaid the entire amount by way of monthly deductions from his salary, yet an outstanding balance of Rs. 1,81,984/- has been shown against him against the loan. The Staff Officer (P & A) of the Respondent-Colliery had, by his order dated 28/30.01.2009 (Annexure7) stayed the deductions of the amount from the wages of the petitioner No. 8 by his order.

9. Though notice has been served upon the Respondents except the Respondent No. 6, whose name has been deleted on the prayer of the petitioners, counter affidavit has been filed only on behalf of the Hazaribagh Central Cooperative Bank Ltd., Bhurkunda Branch (Respondent No. 7).

10. Mr. Mrinal Kanti Roy, learned Counsel for the Respondent No. 7 would explain that on the recommendations of the Credit Co-operative Society as well as on the recommendations of the Management of the principal employer, namely, the C.C.L., the Respondent-Bank used to advance loan to the different members of the Credit Co-operative Society and loans of different amounts were advanced to the petitioners on different dates. Learned Counsel explains that when the monthly installments towards the repayment of the loan was not forth-coming from the borrowers, the Deputy Commissioner, Hazaribagh, who happens to be the Administrator of the Bank, had not only informed the Project Officer-cum-Chairman, Credit Co-operative Saunda-D Colliery, C.C.L. (Respondent No. 3) by his letter dated 17.05.2002, but had also requested the Respondent No. 3 to deduct the installment amount of Rs. 2,000/-per month from the salary of such employees, who had borrowed money from the Bank, and to credit the amount in the account of the Bank.

Though, pursuant to the requests, a sum of Rs. 2,000/-per month was deducted by the employer from the salary of such employees but without verifying the details of the loan account and the amount outstanding in the account of the borrowers with the Bank, the Respondent-Society started issuing No Dues Certificate to the employees. The repayment of the loan having been not made by the borrowers an outstanding balance of Rs. 1,65,80,179/remained due from the borrowers to the Bank. Ultimately, the Bank filed requisitions before the competent authority for initiating proceedings under the Bihar & Orissa Public Demand Recovery Act against the Project officer of the Saunda-D Colliery and the Secretary of the Credit Society for recovery of the aforementioned sum.

11. The Respondent-Bank has given details of the amounts borrowed by the individual petitioners and the sum repaid and the outstanding balance remaining and shown as unpaid, in the accounts of the petitioners.

12. From the facts as would appear, admittedly, the petitioners had individually obtained loan from the Bank through the Credit Co-operative Society. The monthly installments towards the re-payment of loan obtained by the petitioners individually, used to be deducted from their respective monthly salaries by their employee. The emphatic stand of the petitioners is that the loan amount, which they had individually taken from the Bank was repaid by them entirely together with interest by way of recovery of the monthly installments from their salary and in confirmation of this fact, No Dues Certificate also appears to have been issued to the petitioners by the Secretaries of the Credit Society. It also appears from Annexure-7, that on the protest of one of the petitioners against the deduction of the sum of Rs. 2,000/-from his monthly salary, the employer had considered the protest and treating the objections to be genuine, had stayed the further deductions of the monthly amounts from his salary and had directed a proper enquiry in order to assess the total amount of deductions made from the salary of the employee and to enquire and make a re-assessment of the loan account by calculating the amounts of deductions already made and the amount deposited in the employees bank account.

13. Such grievance is not only of the petitioner No. 8 but of each of the petitioners, who had claimed that they have repaid the entire amount of loan obtained by them together with interest and no dues remained outstanding against them. It appears, therefore, that before calling upon the petitioners/ borrowers to make further payment against the purported outstanding dues of the Bank, they have first to be informed by a detailed statement assessing the total amounts already deducted from their salary by way of monthly installments and the dates on which such amounts were credited in their respective accounts with the Bank and thereafter, the outstanding dues if any, in the individual accounts. If the amounts were recovered from the salary of the petitioners every month after the date of disbursement of the loan and even after such deductions, the employer or the concerned authority in whose hands, the deducted amounts were entrusted for depositing in the individual Bank accounts of the petitioners, had failed to deposit such amounts, then the petitioners cannot justifiably be saddled with heavy financial liabilities.

14. In the light of the above facts and circumstances, further deductions from the salary of the individual petitioners @ Rs. 2,000/-per month towards purported repayment of their outstanding dues of their respective loan accounts, shall remain stayed. The Personnel Manager, Saunda-D Project, C.C.L., Saunda-D Colliery, Ramgarh (Respondent No. 8) shall collect the statement of account pertaining to the total amounts deducted from the monthly salary of each of the petitioners, towards repayment of their respective loan amounts, and also obtain information as to whether such deducted amounts were deposited in the

individual Bank accounts of the petitioners/borrowers and if so, on what dates, and prepare a statement accordingly in respect of each of the petitioners and inform them accordingly. The Personnel Manager, Saunda-D Project, C.C.L., Saunda-D Colliery, Ramgarh (Respondent No. 8), shall also receive the objections of the petitioners, if any in respect of the projected statement of accounts and shall consider the documents produced by the petitioners in support of their objections upon the final assessment so made by him and thereafter, if any amount is found outstanding against any of the petitioners, then appropriate orders may be passed for the recovery of the outstanding dues by way of deductions from the salary of the petitioners/borrowers. The entire exercise must be completed by the Respondent Personal Manager within four months from the date of receipt/production of a copy of this order.

15. With these observations, both these writ applications (W.P. (S) No. 2786 of 2008 with W.P. (S) No. 2794 of 2008) are disposed of.

16. Let a copy of this order be given to the learned Counsel for the Respondents.

