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MAT 1693 of 2025
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IA No.: CAN 1 of 2025 (Stay)
Sri Abhhoy Charan Basu
– Versus –
West Bengal Gramin Bank & Others

Mr. Indranil Halder,
Ms. Neha Singh
... for the Appellant.
Mr. Baidurya Ghosal,
Mr. Saikat Mukherjee
... for the Bank/Respondents.

The present appeal has been preferred by the writ petitioner/appellant herein, namely, Sri Abhoy Charan Basu (in short, Abhoy) challenging a judgment dated 28th August, 2025 passed by the learned single Judge in the writ petition, being WPA 9971 of 2020. The said writ petition was preferred praying for issuance of necessary direction upon the respondents to refund an amount of Rs.1,27,870/- which was deducted from the savings account of Abhoy and his wife, together with interest.

Records reveal that pursuant to an order dated 25th April, 2018 passed by the Hon'ble Supreme Court in SLP (C) 39288 of 2012, the Paschim Banga Gramin Bank (hereinafter referred to as the Bank) notified the Paschim Banga Gramin Bank (Employees') Pension Regulations, 2018 (in short, the Regulations) on 15th November, 2018 and by a notice dated 14th December, 2018 all retirees and family members of deceased employees/officers were advised to submit option in

writing within 3rd April, 2019 to become eligible for pension. Responding to the said notice, Abhoy exercised option and thereafter, a Pension Payment Order (in short, PPO) was issued in his favour on 17th April, 2019 and on the basis of the same the pensionary benefits were disbursed. On 20th November, 2019 an amount of Rs. 7,12,303.20 was credited and an amount of Rs.1,27,870/- was debited by the bank from Abhoy's savings account. The said account statement has been annexed at page 49 of the stay application. Challenging such recovery, Abhoy preferred the writ petition which was dismissed by the judgment impugned in the present appeal.

Drawing our attention to a document annexed at page 45 of the stay application, Mr. Halder, learned advocate appearing for Abhoy submits that the date of commutation of pension had been clearly stated in the said document to be 1st March, 2019 and as such on 20th November, 2019, the bank could not have deducted an amount of Rs.1,27,870/- in the absence of valid authorization and such recovery is also not in consonance with the Regulations.

He argues that Note no. (7) of Regulation 39 clearly states that a medical examination would be mandatory for the purpose of commutation of pension. However, no such medical test was conducted and in view thereof, the bank ought to

have complied with the residuary provisions as referred to in Regulation 54.

He contends that no notice was served upon Abhoy prior to recovery of the amount of Rs.1,27,870/-. The excess amount was not paid on account of any misrepresentation or fraud on the part of Abhoy. In view thereof, he could not have been penalized by such recovery, moreso when, he happens to be a retired employee surviving on a paltry pension amount.

Mr. Ghosal, learned advocate appearing for the bank, however, denies and disputes the contention of Mr. Halder and submits that on the basis of the order passed by the Hon'ble Supreme Court, the Regulations were notified in the month of 15th November, 2018 specifically incorporating the date of effect of such Regulations in Section 2(k) to be *'the 1st day of April, 2018'*. In view thereof, all the employees were notified on 14th December, 2018 to opt for pension. It would be explicit from the representation submitted by Abhoy on 9th December, 2019 that he exercised option and the commutation value was paid to him on 20th November, 2019 and in tandem with all other pensioners. On and from the date of effect of the Regulations, i.e., from 1st day of April, 2018 till the month of November, 2019, the commutation value of Rs. 7,12,303.20 was credited to Abhoy's account. But

from the month of April, 2018 till November, 2019 he was also paid total pension of Rs. 20,190/- without deducting the commuted value of Rs. 6,730/-. The excess payment was thus an amount of Rs. 1,27,870/- (6730 x 19 = 1,27,870). In view thereof, immediately on the date of payment of Rs. 7,12,303.20 i.e., on 20th November, 2019, the excess amount of Rs. 1,27,870/- was debited since Abhoy was admittedly not entitled to the said amount.

Drawing our attention to a letter dated 18th January, 2019 being Form No.9 of the said Regulations, Mr. Ghosal submits that the said form was filled up by Abhoy on 18th January, 2019 stating *inter alia* that he undertakes to indemnify the bank from and against any loss suffered or incurred towards crediting of pension amount under the Regulations and also agreed to refund or make good any amount to which he is not entitled or any amount which may be credited to his account in excess of the amount to which he is or would be entitled. The execution of such undertaking has not been disputed by Abhoy.

We have heard the learned advocates appearing for the respective parties and considered the materials on record.

Indisputably, the Regulations were given effect to from 1st April, 2018 though the same were notified in

the month of November, 2018 and on the basis of the same, notice was issued to the employees on 14th December, 2018 to exercise option. Responding to such notice, application for disbursement of commutation value was submitted by Abhoy on 20th November, 2019. The reduction of amount in pension on account of commutation became operative from 1st April, 2018. An amount of Rs.1,27,870/- was inadvertently paid to Abhoy without deducting the commuted value of Rs. 6,730/- from his monthly pension for 19 months. Abhoy received the full pension of an amount of Rs. 20,190/- for 19 months without deduction of the amount commuted. The error was detected and corrected on the very date of wrong payment. For alleged non-completion of medical examination, Abhoy did not suffer any prejudice.

In the said conspectus, the learned Single Judge did not interfere with such recovery, moreso when, Abhoy himself signed a specific undertaking in Form No.9 of the Regulations and such deduction did not suffer from any vice of discrimination or *mala fide*.

The learned Single Judge upon dealing with the factual issues arrived at specific findings and we do not find any infirmity in the same warranting interference in appeal.

The appeal and the connected stay application, accordingly, are dismissed.

There shall, however, be no order as to costs.

Urgent photostat certified copy of this order, if applied for, be supplied to the parties upon compliance of all necessary formalities.

(Partha Pratim Roy, J.) **(Tapabrata Chakraborty, J.)**