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THE GAUHATI HIGH COURT
(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)

Case No. : WP(C)/1360/2023

SRI SRI RADHAMADHAB JEW SEBA PARICHALANA SAMITY SINGLA
ANCHALIK COMMITTEE AND ANR
SINGLA, P.O. ANIPUR, 788734, KARIMGANJ DIST., ASSAM, (REP. BY THE
SECRETARY OF THE AFORESAID COMMITTEE)

2: SHRI TUSHAR KANTI SINHA
S/O- LT. RAJAMANI SINHA
THE SECRETARY
RADHAMADHAB JEW SEBA PARISHALANA SAMITY
SINGLA ANCHALIK COMMITTEE
P.O. ANIPUR
788734
DIST.- KARIMGANJ
ASSA

VERSUS

THE UNION OF INDIA AND 4 ORS
(REP. BY THE SECRETARY TO THE GOVT. OF INDIA, DEPTT. OF POST, THE
MINISTRY OF COMMUNICATION AND TECHNOLOGY, NEW DELHI, INDIA)

2:THE DIRECTOR GENERAL (POSTS)
DAK BHAWAN
NEW DELHI- 110001

3:THE CHIEF POST MASTER GENERAL
ASSAM CIRCLE
GUWAHATI- 781001

4:THE SR. SUPERINTENDENT OF POSTS
CACHAR DIVISION
SILCHAR- 788001

5:THE SUB-POST MASTER

SUB-POST OFFICE
ANIPUR- 788734
DIST.- KARIMGANJ
ASSA

Advocate for the Petitioner : MR B SINHA,

Advocate for the Respondent : DY.S.G.I., MRS. R DEVI (C.G.C.)

BEFORE
HONOURABLE MR. JUSTICE SANJAY KUMAR MEDHI

ORDER

16.03.2026

The approach to this Court in exercise of the powers under Article 226 of the Constitution of India has been made with the following reliefs:

“In the premises, it is most humbly prayed that this Hon'ble Court would be pleased to admit this petition, call for the records and issue a Rule, calling upon the Respondents to show cause as to why a writ in the nature of Mandamus shall not be issued directing the Respondents to make payment of maturity value of Rs.20,000/- of 5½ KVP/9JCC 598490 dtd. 31-5-2002 and maturity value of Rs.20,000/- of 5½ KVP/9JCC 598490 dtd. 31-5-2002 and maturity value of Rs.20,000/- of 5½ KVP/9JCC 598491 dtd. 31-5-2002 bearing Regn. No. 1011 of Sub-Post Office, Anipur Karimganj district, Assam, with interest @ 12% p.a. and/or pass such orders as deem fit and proper in the interest of justice and on perusal of records and after hearing the parties make the Rule absolute.

-AND-

Pending disposal of the Rule issued, it shall not be a bar to make payment of due amount alongwith interest @ 12% p.a.”

2. As per the facts projected, the petitioner no. 1 is Sri Sri Radhamadhab Jew Seba Parichalana Samity (Samity) and the petitioner no. 2 is the Secretary of the said Samity. The petitioner no. 1-Samity had invested two amounts of Rs. 10,000/- each by purchasing KPV, the period of which was 5½ years and the particulars are as follows:

*“5½ year Kisan Vikas Patra
10,000/- (Rupees Ten Thousand)
5½ KVP/9JCC 598490*

The Govt. of India promises to pay to Sri Sri Radhamadhab Seba Puja Fund through Golap Sinha, President & Senatampa Sinha, Secretary, Anipur, Dist. Karimganj, on any date after the expiry of two years and six months from the date of issue of this certificate, the amount specified on the reverse as due on such date. This certificate issued pursuant to Govt. of India, Ministry of Finance Notification No.GSR.588(E) dated the 2nd September, 1993 as amended.

*Post Office : Anipur
Date of issue : 31-5-02
Registration No.: 12011*

*Sd/-
Sub-Post Master
Anipur, 788734
Dtd. 31/5/02*

*5½ year Kisan Vikas Patra
10,000/- (Rupees Ten Thousand)
5½ KVP/9JCC 598491*

The Govt. of India promises to pay to Sri Sri Radhamadhab Seba Puja Fund through Golap Sinha, President & Senatampa Sinha, Secretary, Anipur, Dist. Karimganj, on any date after the expiry of two years and six months from the date of issue of this certificate, the amount specified on the reverse as due on such date. This certificate issued pursuant to Govt. of India, Ministry of Finance Notification No.GSR.588(E) dated the 2nd September, 1993 as amended.

Post Office : Anipur

Date of issue : 31-5-02

Registration No.: 12011

Sd/-

Sub-Post Master

Anipur, 788734

Dtd. 31/5/02'

3. The KVPs were having a maturity value of Rs. 20,000/- each after completion of the stipulated period of 5½ years and those were issued on 31.05.2002. After the completion of the 5½ years and on maturity of the KVP, the claim was made for release of the maturity amount, including the interest. However, the same was not paid. The petitioner had also filed representations which were not responded to.

4. I have heard Shri B. Sinha, learned counsel for the petitioners. I have also heard Ms. R. Devi, learned C.G.C.

5. Shri Sinha, learned counsel for the petitioners has submitted that there is a clear stipulation in the KVPs for payment of the maturity amount on expiry of the period involved and there is no dispute to the fact that such KVPs were purchased on 31.05.2002 and the maturity period was stipulated as 5½ years. He has submitted that the impugned action of the respondent authorities not to release the matured

amount is absolutely illegal, arbitrary and unreasonable and also amounts to causing wrongful loss to the petitioners.

6. *Per contra*, Ms. Devi, learned C.G.C by referring to the affidavit-in-opposition filed on 20.12.2024 has submitted that from 01.04.1995, there was a direction not to issue KVPs to institutions etc. She has also drawn the attention of this Court to the Gazette Notification dated 08.03.1995 by which, the KPV (Amendment) Rules, 1995 was notified. She submits that similar issue was also the subject matter in a consumer appeal which was decided in favour of her clients.

7. The rival submissions have been duly considered and the materials on records carefully examined.

8. Certain facts are not in dispute, namely, the issuance of two numbers of KVPs on 03.05.2002 which were valued at Rs.10,000/- each with a stipulation of payment of maturity amount after completion of 5½ years. It is also not in dispute that the amount in question, including the principal amount have not been released after the expiry of the stipulated period of 5½ years. The defence advanced on behalf of the respondent is with regard to a Gazette Notification dated 08.03.1995 and reliance has also been made on a decision of the Consumer Commission.

9. So far as the Gazette Notification dated 08.03.1995 is concerned, there is no restriction of any manner regarding issuance of KVP to an association as such. Under the amended part, such KVP would have been issued to an adult for himself or on behalf of a minor or to a trust. So far as the reliance upon the Scheme is concerned, it has been stated that issuance of KVP in the name of institutions/banking institution/local bodies was discontinued w.e.f. 01.04.1995. It is not in dispute that in the instant case, two KVPs were indeed issued on 31.05.2002. When the respondent

authorities had consciously issued the said KVPs in spite of certain guidelines in the Scheme that those were discontinued w.e.f. 01.04.1995, the aspect of denying the benefit to the petitioners would not be justified at all. The reliance upon a decision of the Consumer Commission is misplaced as, firstly, the said decision cannot be said to be binding on a Writ Court and secondly, the decision, otherwise also is not a decision *in rem*. What is also of significant apart from the aspect that the KVPs were duly issued on 31.05.2002, the same had clearly stated payment of the maturity amount after completion of stipulated period of 5½ years.

10. Under those circumstances, the action for holding the matured sum cannot be held to be justified. Accordingly, the writ petition stands allowed by directing the respondents, more particularly, the respondent nos. 3 and 4 to immediately release the maturity amount of the two KVPs to the petitioner on being properly identified.

11. It is made clear that any further delay in releasing the same would entail the respondents to be imposed with the aspect of interest at rate of 18% per annum.

JUDGE

Comparing Assistant