

D/L- 29
03/07/2026
Ct. No.- 6
Aritra

C.O. 2077 of 2026

**M/s. Sahil Construction Company
Vs.
Employees State Insurance Corporation
Sub Regional Office & Ors.**

Mr. Ranjay De, Sr. Adv.
Mr. Nayan Rakshit
Mr. Basabjit Banerjee
Mr. A.R. Bose
Mr. Nilay Rakshit

....for the petitioner

Mr. Mihir Kundu
Mr. Abishek Banerjee

....for the EPF authority

The order being No.9 dated May 19, 2026 passed by the learned Judge, Employees' Insurance Court, West Bengal is under challenge at the instance of the principal employer.

By an order dated January 28, 2026, the learned judge of the Employees' Insurance Court directed the petitioner/company to deposit 20% of the last claimed amount (Rs.6,39,304/-) as reflected in the Prohibitory Order dated August 12, 2025 after adjusting of Rs.94,377/- as reflected by the said prohibitory order by way of a demand draft in the account maintained by the said Court within the time specified in the said order. It was further stipulated in the said order that, in default, the said order shall stand cancelled and on that occasion, the statutory deposit shall be 50% as prescribed under Section 75(2B) of the ESI Act, 1948.

Mr. De, learned senior advocate appearing for the petitioner submits that till the passing of the order dated

January 28, 2026 it was not within the knowledge of the petitioner/company that a sum of Rs.5,66,641.4/- has been recovered by the Department from the Eastern Coalfields Limited which amount was payable by the ECL to the petitioner/company. He further submits that since an amount over and above the amount which the petitioner/company was required to deposit pursuant to the order dated January 28, 2026 has already been recovered by the Department, the petitioner/company took out an application before the Employees' Insurance Court praying for a direction upon the Recovery Officer, ESI Corporation to refund the amount already recovered from the applicant's account after deducting the 20% of the total claimed amount.

Such application was rejected by the Employees' Insurance Court only on the ground that the amount was realized by the Recovery Officer through due process of execution.

Mr. Kundu, learned advocate appearing for the opposite parties submits that since the amount was recovered by due process of execution, the same cannot be adjusted with the amount directed to be paid vide order dated January 28, 2026.

Heard the learned advocates for the respective parties and perused the materials placed.

After going through the order dated January 28, 2026, this Court finds that a certain amount was directed to be deposited within a specified time frame. It is not in

dispute that an amount over and above the amount which the petitioner was directed to deposit vide order dated January 28, 2026 has been recovered by the ESI Corporation through process of execution. Since the amount in excess of the amount which was directed to be deposited has already been recovered, this Court is of the considered view that such amount should be refunded to the petitioner within the specified time frame to enable the petitioner comply with the directions contained in the order dated January 28, 2026.

Accordingly, the Recovery Officer of Employees State Insurance Corporation, being the respondent no.2 is directed to refund the amount recovered by the said Recovery Officer from the authorities of the Eastern Coalfields Limited i.e. Rs.5,66,641.4/- to the petitioner as expeditiously as possible but positively within a period of 4 weeks from the date of receipt of a server copy of this order to the petitioner. Immediately upon receipt of the said amount, the petitioner shall deposit the amount as directed vide order dated January 28, 2026 in the manner as directed by the said order as expeditiously as possible but positively within a period of 2 weeks from the receipt of such amount.

It is, however, made clear that the default clause in the order dated January 28, 2026 shall remain stayed till the expiry of the period fixed by this Court for making such deposit and shall become operative immediately after

the expiry of the said date without any further reference to this Court.

With the above observations and directions CO 2077 of 2026 stands disposed of.

Since admittedly an amount over and above the amount the petitioner was required to pay in terms of the order dated January 28, 2026 has been recovered, no coercive steps shall be taken against the petitioner till the time limit fixed by this Court to deposit the said amount in terms of the order dated January 28, 2026 expires.

The learned Judge of the Employees' Insurance Court, West Bengal is requested to dispose of the main proceedings as expeditiously as possible without granting any unnecessary adjournments to either of the parties.

There will be no order as to costs.

All parties shall act on the server copy of this order duly downloaded from the official website of this Court.

(Hiranmay Bhattacharyya, J.)