

D/L. 14
June 13, 2025
MNS.

CPAN 1691 of 2024
in
WPA 2069 of 2024

Sri Abhhoy Charan Basu
Vs.
Pranab Kumar Biswas and others.

Mr. Prosenjit Mukherjee,
Mr. Raja Roy,
Mr. Prosenjit Chongder
Mr. Jahangir Hossain
....for the petitioner.

Mr. Baidurya Ghosal,
Mr. Saikat Mukherjee,
Ms. Anupama Biswas

.....for the alleged contemnors.

1. The affidavit-of-compliance and exception thereto, filed today by the parties, be kept on record.
2. Learned counsel for the petitioner reiterates, in controverting the submission of the alleged contemnors that the order of this court has been complied with, that in the teeth of the said order, the alleged contemnors have refunded only a part of the amount which was deducted from the pension account of the petitioner. It is submitted that although an amount of Rs.4,72,440/- has been refunded, there were two other cheques which the petitioner was compelled to tender in lieu of the repayment of the loan taken by the petitioner, which were also cleared

from the pension account but have not been refunded.

3. Learned counsel for the petitioner further submits that it will be evident from the entry in the pension account of the petitioner dated May 31, 2025, in terms of the annexure at page 36 of the exception, that loan instalment of Rs.7,620/- has been deducted on the said date from the petitioner's pension account, which is also in violation of the order of this court.

4. Thus, it is submitted that even today, the alleged contemnors are in contempt of the order of this court.

5. That apart, it is submitted that the petitioner is still unable to operate his account, since it has been marked as a "parking account".

6. Learned counsel for the alleged contemnors controverts such submissions and argues that the entire amount deducted from the pension account by the bank has been refunded.

7. I find substance in the contention of the alleged contemnors that the two independent cheques which were paid by the petitioner in lieu of repayment of the loan taken by the petitioner have been duly cleared by the alleged contemnors, which does not tantamount to deduction by the bank unilaterally from the pension account of the petitioner and, thus, does not come within the ambit of any

contumacious act. Thus, insofar as refund is concerned, the bank/alleged contemnor has complied with the order of this court.

8. However, the alleged contemnors are required to satisfy the court as to why, till date, amounts are being deducted from the pension account of the petitioner by way of loan instalments, as evidenced by the entry dated May 31, 2025 in the bank statement of the pension account of the petitioner.

9. Moreover, learned counsel for the petitioner shall also ascertain as to whether the submission of the alleged contemnors, that the account is fully functional now, is correct, by trying to operate the account of the petitioner.

10. The alleged contemnors shall apprise the court on the next returnable date as to the explanation for deduction of loan instalment on May 31, 2025 from the petitioner's pension account and the learned Advocate for the petitioner shall inform the court as to whether the petitioner is now able to operate his pension account lying with the respondent-bank.

11. The matter shall next be listed on June 27, 2025.

(Sabyasachi Bhattacharyya, J.)