

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **W.P.(C.) No. 12992/2006**

% **Date of Decision: 31st August, 2009**

SHRI MANZOOR-UL-HAQ

..... PETITIONER

! Through: Mr. P.S. Rana, Advocate.

VERSUS

\$ BOMBAY MERCANTILE CO-OPERATIVE BANK LTD. & ORS.

.....RESPONDENTS

^ Through: Mr. Ataul Haque for respondents No. 1
& 3.
Mr. R.C. Chawla & Ms. Ranjana Tripathi
for respondent No. 2.

CORAM:

Hon'ble MR. JUSTICE S.N. AGGARWAL

1. Whether reporters of Local paper may be allowed to see the judgment? **YES**
2. To be referred to the reporter or not? **YES**
3. Whether the judgment should be reported in the Digest? **YES**

S.N.AGGARWAL, J (ORAL)

The petitioner was employed with respondent No. 1 bank at the time of termination of his services w.e.f. 11.06.2005. At that time, he was posted with respondent No. 1 bank at Jaipur. He had an amount of Rs.6,94,689.85 paise to his credit on account of provident fund dues at the time his services were terminated. Respondent No. 1 bank paid him an amount of Rs.2,45,357.65 paise on account of provident fund dues after adjusting an amount of Rs.4,49,332.20 paise under various heads including an amount of Rs.3,60,084.55 paise outstanding against him in the Housing Loan Account. This payment of Rs.2,45,357.65 paise on account of provident fund dues was made by respondent No. 1 bank to

the petitioner pursuant to a letter dated 10.10.2005 sent by respondent No. 1 bank from Mumbai to its branch office at Delhi, which is at page 25 of the paper book.

2 The petitioner has filed this writ petition seeking issuance of an appropriate writ/directions against respondent No. 3 that it should release his entire provident fund withheld by it under various heads as mentioned in the letter of respondent No. 1 bank at page 25 of the paper book because according to the petitioner, no deduction could have been made from the provident fund dues of the petitioner in view of provisions contained in Section 10 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952. Mr. Ataul Haque learned counsel appearing on behalf of respondents No. 1 & 3 has raised a preliminary objection to the maintainability of the present writ petition on the ground of territorial jurisdiction of this Court to hear and entertain the present writ petition. The argument of Mr. Ataul Haque learned counsel appearing on behalf of respondents No. 1 & 3 is that this Court has no jurisdiction to hear the present petition because the petitioner at the time cause of action accrued to him for getting back his provident fund consequent upon his termination from respondent No. 1 bank arose to him at Jaipur where he was posted at the relevant time.

3 Per contra, Mr. P.S. Rana learned counsel appearing on behalf of the petitioner contends that since the housing loan which has been adjusted from the provident fund dues of the petitioner was disbursed to the petitioner and also because the pay order of Rs.2,45,357.65 paise on account of provident fund dues was delivered to him at Delhi, this Court is competent to hear and decide the present writ petition.

4 The only short question from the above rival submissions made by counsel for parties that arises for consideration of this Court is where

cause of action arose to the petitioner to ask for payment of provident fund dues payable to him on termination of his services by respondent No. 1 bank w.e.f. 11.06.2005.

5 Mr. Rana learned counsel appearing on behalf of the petitioner does not dispute that the petitioner at the time his services were terminated by respondent No. 1 bank was posted at Jaipur. In view of this admission made by learned counsel for the petitioner, this Court is of the opinion that cause of action for getting the provident fund dues accrued to the petitioner at Jaipur from where his services were terminated. The disbursement of loan or delivery of the pay order of part provident fund in the jurisdiction of this Court does not confer any jurisdiction on this Court to direct respondents No. 1 & 3 to pay the portion of the provident fund allegedly illegally deducted by them from the provident fund that was payable to him at the time of termination of his services. It may be noted that even the letter dated 10.10.2005 (at page 25 of the paper book) on which reliance is placed by the petitioner's learned counsel was issued by respondent No. 1 bank from Mumbai and not from Delhi. Since the petitioner was posted at Jaipur at the time of termination of his services, this Court is not competent to hear the present petition with regard to a cause of action that arose to the petitioner outside the jurisdiction of this Court.

6 For the foregoing reasons, this writ petition is dismissed for want of territorial jurisdiction, reserving liberty to the petitioner to file appropriate proceedings before the Court of competent jurisdiction for vindication of his grievance raised by him in the present writ petition.

AUGUST 31, 2009
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S.N.AGGARWAL, J