BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION KANGRA AT DHARAMSHALA, H.P.

Date of Institution: 22.07.2025

Date of final hearing: 25.06.2026

Date of Pronouncement: 01.07.2026

Consumer Complaint No.-DC/18/CC/297/2025

IN THE MATTER OF

Abhinay Katoch S/o Sh. Kuldeep Chand Katoch Resident of Village Khundi, P.O. Rakkar, Tehsil Baijnath, District Kangra, Himachal Pradesh.

(Through: Mr. Abhinandan Samyal, Advocate)

…………Complainant

Versus

Employees' Provident Fund Organisation (EPFO), Through its Regional Office, Block No.4, SDA Complex, Kasumpti, Shimla, Himachal Pradesh.

(Through: Mr. S.K Dogra, Advocate)

……….Opposite Party(s)

CORAM:

President: Mr. Hemanshu Mishra

Members: Ms. Arti Sood & Sh. Narayan Thakur

PER: Mr. Hemanshu Mishra, President:-

O R D E R

Facts giving rise to filing of this complaint are that the complainant was employed as a Clerk with DAV Public School from 04.04.2024 through an outsourcing agency managed by Sh. Rishabh Thakur and he worked there until 15.03.2025. During the course of his employment, statutory Provident Fund and pension contributions were regularly deducted from his monthly salary and deposited with the OP. The Complainant's EPF account was maintained under Establishment ID: HPSML22682700000010199 and Universal Account Number (UAN): 102069596042. According to the EPF Passbook accessed by the Complainant through the official EPFO portal, the total contribution received under the pension fund was recorded as Rs.14,230/-. Based on this record, the Complainant claimed entitlement to a withdrawal benefit or pension amount of the equivalent sum of Rs.14,230/-. However, the OP credited only a sum of Rs.12,750/- to his bank account, which is Rs.1,480/- less than what was recorded as accumulated contributions in the passbook. The Complainant asserts that he lodged multiple grievances and representations, but the OP failed to rectify the discrepancy. Feeling aggrieved by this negligent attitude on the part of the OP, the Complainant has approached this Commission seeking a direction to the OP to rectify and credit the correct amount of Rs.14,230/-, pay arrears of pension or withdrawal benefits along with interest @ 12% p.a. award compensation of Rs.4,00,000/- for mental agony, harassment, and inconvenience and award litigation expenses amounting to Rs.20,000/-.

2. Upon notice, opposite party(s) appeared through counsel and contested the complaint by taking preliminary objection of maintainability. EPFO maintains that it is a statutory body acting strictly within the boundaries of the EPF & MP Act, 1952. According to official records, the

complainant was employed from April 4, 2024, to March 15, 2025. After accounting for a 16 day non-contributory period, the total pensionable service was calculated at 10 months and 11 days, which was rounded to 10 months for benefit calculation purposes, with a total pension fund contribution of Rs.14,230/-. The withdrawal benefits were processed in strict accordance with Para-14 of the Employees' Pension Scheme, 1995, because the complainant did not meet the criteria for a monthly member pension. Although the weighted average of the complainant's wages was Rs.14,230/, the benefits were sanctioned based on the maximum wage ceiling of Rs.15,000/-, as per Table-D of the EPS, 1995. These provisions were clearly communicated to the complainant during his inquiries.

3. The complainant has filed rejoinder denying the contents of the reply filed by opposite party(s) and reiterating those of complaint.

4. The parties were called upon to produce their evidence in support of their contentions and accordingly the parties have adduced their respective evidence.

5. We have heard learned counsel for the parties and also gone through the case file carefully.

6. The opposite party has contended that the complainant's total service was ten months and eleven days after deducting a sixteen-day non-contributory period. However, a perusal of the record reveals that the opposite party has completely failed to annex any documentary evidence,

attendance logs, or official return records to substantiate this alleged non-contributory period. In the absence of such evidence, the bare assertions made by the opposite party cannot be accepted.

7. The undisputed facts establish that the complainant was continuously employed from April 4, 2024, until his exit on March 15, 2025. This entire period counts to exactly eleven months and twelve days of active service. The opposite party’s action in arbitrarily rounding this down to ten months is legally unsustainable and constitutes a factual error.

8. Under Table D of the Employees' Pension Scheme, 1995, the withdrawal benefit is not a simple direct refund of the total cash contributions visible in the passbook, but is a factor-based computation. For a confirmed service period of eleven months and twelve days, the statutory return of contribution factor is specified as 0.94.

9. The opposite party correctly identified that the withdrawal benefits must be calculated using the maximum statutory wage ceiling of 15,000 rupees per month. However, they committed a clear error by applying a factor of 0.85, which belongs to a ten-month service period, instead of the correct factor of 0.94.

10. When the correct factor is applied to the statutory base, the formula is 15,000 rupees multiplied by 0.94, which yields an exact total entitlement of 14,100 rupees. Since the opposite party only credited a sum

of 12,750 rupees to the complainant's bank account, they paid a short amount of exactly 1,350 rupees. This incorrect calculation and subsequent lower payment clearly constitutes a deficiency in service.The complainant has successfully established that the opposite party miscalculated the proportion of wages at the time of exit, leading to an unauthorized shortfall in his legitimate withdrawal benefits. Therefore, the complaint deserves to be allowed.

11. Accordingly, the complaint is allowed and The opposite party is directed to pay the remaining shortfall amount of Rs.1,350/- to the complainant along with interest at the rate of 9% per annum from the date of the short payment until actual realization. The opposite party is further directed to pay a sum of Rs.1,000/- as compensation for mental agony and harassment, along with Rs.2,500/- towards litigation expenses.

12. Applications pending, if any, stand disposed of in terms of the aforesaid order.

13. A copy of this order be provided to all the parties free of cost as mandated by the Consumer Protection Act, 1986/2019. The order be uploaded forthwith on the website of the Commission for the perusal of the parties.

14. File be consigned to record room along with a copy of this order.

(Hemanshu Mishra)
President

(Narayan Thakur) (Arti Sood)
K.D* Member Member