

HIGH COURT OF TRIPURA
_A_G_A_R_T_A_L_A_
Cont Cas(C) No.75 of 2023

Sri Biswajit Saha and others

..... Petitioner(s)

V E R S U S

Sri Satyajit Saha

.....Respondent(s)

For Petitioner(s) : Mr. C.S. Sinha, Advocate.

For Respondent(s) : None.

HON'BLE THE CHIEF JUSTICE MR. APARESH KUMAR SINGH

_O_R_D_E_R_

12/05/2023

Relying upon paragraph 15 of the judgment dated 30.05.2022 passed by the Writ Court, learned counsel for the petitioners submits that the respondent No.2 therein/respondent herein is in contempt as he has failed to return the title deeds standing in the name of the petitioners, or jointly with the respondent No.2 within 30 days from the date of the judgment. However, on perusal of the judgment rendered by the Writ Court and particularly paragraph 21 it appears that the Writ Court relegated the petitioners to approach the Civil Court of competent jurisdiction to establish the fact as regards who paid the amount for clearing the outstanding to the Union Bank of India. It was further indicated that if it is established that the petitioners had paid the said settlement amount then definitely the petitioners may have a case to claim as raised in the writ petition or to occupy the position of the creditor to recoup their investment they used for liquidating the outstanding due.

However, such determination could not be made invoking the jurisdiction under Article 226 of the Constitution of India as the bank-respondent had refused to acknowledge whether the petitioners are guarantors who paid the outstanding due from their own credit or by way of investment.

Paragraph 21 of the judgment is reproduced hereunder :

“21. As the respondent-bank did not call upon and it has been stated very categorically that the guarantors role of liquidating the outstanding, has been denied to be acknowledged by the bank-respondent stating that he did not know who make the payment, in such circumstances, this court cannot direct the bank-respondent qua Sections 140, 141 and 144 of the Indian Contract Act by invoking the jurisdiction under Article 226 of the Constitution, to place the petitioners in the position of the creditor to recoup their creditor investment by which he or they had liquidated the outstanding. But the petitioners may, by brining a civil action, can establish the fact as regards who paid the amount for clearing the outstanding to the Union Bank of India and if it is established that the petitioners had paid the said settlement amount, then definitely the petitioners may have a case to claim as raised in this writ petition or to occupy the position of the creditor to recoup their investment they used for liquidating the outstanding due. But such determination cannot be made invoking the jurisdiction under Article 226 of the Constitution of India as the bank-respondent has refused to acknowledge whether the petitioners as guarantors paid the outstanding due from their own credit or by way of investment. The petitioners may approach the Civil Court of the competent jurisdiction for that purpose, if they are so inclined. Having observed thus, this writ petition stands disposed of. There shall be no order as to costs.”

In such circumstances, this Court is of the view that no case of deliberate violation of the judgment of the Writ Court can be made out by the petitioners for invoking contempt jurisdiction.

The instant contempt petition is, accordingly, dismissed giving liberty to the petitioners to approach the concerned competent court of civil jurisdiction. Pending application(s), if any, also stands disposed of.

(APARESH KUMAR SINGH) CJ