

Court No. - 17

Case :- WRIT - C No. - 8712 of 2023

Petitioner :- Shiv Shanker

Respondent :- Bank Of Baroda, Lodhipur Utrawan Raebareli
Thru. Branch Manager

Counsel for Petitioner :- Vijay Kumar, Vivek Kumar

Counsel for Respondent :- Prashant Kumar Srivastava

Hon'ble Alok Mathur, J.

1. Heard Sri Vivek Kumar, learned counsel for the petitioner as well as Sri Prashant Kumar Srivastava, learned counsel appearing for the respondent-Bank.

2. By means of present writ petition the petitioner has sought writ of mandamus directing the respondent-Bank to settle the Kisan Credit Card loan No. 2319050001510, in installments.

3. It is submitted by learned counsel for the petitioner that petitioner had taken Kisan Credit Card loan amount to Rs.1,25,000/- from the respondent Bank - Bank of Baroda, Lodhipur Branch, Utrawan, Raebareli which was sanctioned on 16.02.2018. It is next submitted that due to critical illness petitioner was not able to re-pay the outstanding loan amount. Due to non deposit of loan the respondent Bank has sent an oral notice to the petitioner dated 17.07.2023. It is further submitted that petitioner is ready and willing to re-pay the entire outstanding loan amount in easy installments.

4. Learned counsel appearing on behalf of respondent-Bank submits as per instructions received from the Bank that he has no objection in case petitioner deposits the outstanding loan amount in installments as fixed by this Court. He further submits that as on 12.10.2023, the outstanding loan amount is Rs.2,09,662/-.

5. In view of above, present writ petition is **disposed of** with direction to petitioner to deposit an amount of Rs.50,000/- with the respondent bank within six weeks from today. The remaining outstanding loan amount shall be deposited by the petitioner in six equal quarterly installments, starting after expiry of aforesaid six month's period. Before deposit of last installment, the respondent Bank shall provide loan account statement to the petitioner showing the deposited loan amount as well as remaining loan amount.

6. The recovery against the petitioner, shall remain in abeyance subject to the condition that in case petitioner defaults in complying with the aforesaid conditions, the protection granted to the petitioner by means of this order shall cease to exist.

Order Date :- 12.10.2023

A. Verma

(Alok Mathur, J.)