

**Court No. - 3**

**Case :-** WRIT - C No. - 9125 of 2023

**Petitioner :-** Yogesh Kumar Gupta

**Respondent :-** U.O.I. Thru. Secy. Ministry Of Finance, New Delhi And 4 Others

**Counsel for Petitioner :-** Abhishek Shukla

**Counsel for Respondent :-** A.S.G.I.,C.S.C.,Nitin Srivastava

**Hon'ble Vivek Chaudhary,J.**

**Hon'ble Manish Kumar,J.**

Heard Shri Abhishek Shukla, learned counsel for the petitioner, learned Standing Counsel on behalf of State and Shri Nitin Srivastava, learned counsel for the respondent-Bank.Sri Krishna Lal Yadav, Advocate has put in appearance on behalf of Union of India/respondent no.1

Petitioner has approached this Court challenging the recovery notice dated 28.12.2022 issued by the respondent no.4-Tehsildar, Tehsil Mohanlalganj, District Lucknow.

Admittedly, the said recovery is being conducted for an amount which was given as a Cash Credit Limit by the respondent no.5-Bank. Petitioner submits that the same was given under the Pradhan Mantri Mudra Yojana and neither any clause in the agreement nor any provision under which the same can be recovered as arrears of land revenue.

Shri Nitin Srivastava, learned counsel for the respondent no.5 Bank very fairly concedes that there is no such clause in the agreement under which amount can be recovered as arrears of land revenue. He, therefore, prays that liberty may be granted to the respondent Bank to recover the same in accordance with law.

In view of the aforesaid statement of learned counsel for respondent no.5, the recovery notice dated 28.12.2022 issued by the respondent no. 4-Tehsildar, Tehsil Mohanlalganj, Lucknow, is hereby quashed.

Petition is **allowed**. It shall be open for the respondent Bank to recover the amount in question in accordance with law, in case, it is so entitled.

**(Manish Kumar, J.) (Vivek Chaudhary, J.)**

**Order Date :-** 18.10.2023

Arjun/-