

GAHC010069982024



THE GAUHATI HIGH COURT
(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)

Case No. : WP(C)/1902/2024

JAMINI KT. BASUMATARY
S/O- SRI DALIN BASUMATARY, R/O- VILL.-TINSUKIA, P.O.KACHABARI, P.S.
BIHPURIA, DIST. LAKHIMPUR, PIN- 784165.

VERSUS

PUNJAB NATIONAL BANK AND 3 ORS
(PNB PANBAZAR, GUWAHATI, ASSAM, PIN- 78168.

2:CIRCLE HEAD
PUNJAB NATIONAL BANK (PNB)
NAGAON POST OFFICE
NAGAON.

3:THE BRANCH MANAGER
PUNJAB NATIONAL BANK (PNB)
GOHPUR BRANCH
P.O. GOHOPUR
DIST. BISWANATH
ASSAM
PIN- 784168.

4:ESTER BESERA
WARD NO. 6 (PURUBARI)
GOHPUR
P.O. GOHOPUR
DIST. BISWANATH
ASSAM
PIN- 784168

Advocate for the Petitioner : MR. P SARMAH

Advocate for the Respondent : SC, PNB

**BEFORE
HONOURABLE MR. JUSTICE MANISH CHOUDHURY**

ORDER

Date : 13-05-2024

Heard Mr. S. Upadhyay, learned counsel for the petitioner and Mr. A. Ganguly, learned counsel for the respondent Punjab National Bank for the respondent nos. 1, 2 & 3.

2. The projected case of the petitioner is that by an Office Note dated 31.03.2014, the respondent Bank authorities approved installation of one 15 KVA generator set at Gohpur Branch of the respondent Punjab National Bank [erstwhile United Bank of India] for the purpose of uninterrupted power supply to the said branch. The petitioner had obtained one MSME loan for the purchase of silent 15 KVA, BHP-24, 3 phase diesel generator set costing Rs. 3,63,000/- from the respondent Bank on 22.05.2014. The borrowing limit was higher in the subsequent period. As per the said financial facility extended to the petitioner, the petitioner was required to pay Equated Monthly Installments for 60 months. Thereafter, an agreement/affidavit was executed between the petitioner and the respondent Bank authorities as regards the installation of the diesel generator set at Gohpur Branch of the respondent Bank. As per the said agreement/affidavit, the petitioner was to be paid a monthly rent of Rs. 18,000/- including fuel and operational charges subject to the conditions mentioned therein, for installation of the generator set. It is the case of the petitioner that the petitioner used to repay the EMI from the monthly rents received by him from installation of the diesel generator set at the Gohpur Branch of the respondent Bank during the subsequent period.

3. The grievance of the petitioner is that on 21.02.2024, the respondent Bank has served a notice for cancellation of the generator service facility provided by the petitioner at the Gohpur Branch of the respondent Bank. The petitioner has been informed that the generator service would be discontinued from 01.03.2024. After service of the said notice for cancellation, the petitioner submitted a representation before the Branch Manager of the respondent Bank at Gohpur Branch on 04.03.2024 with the prayer to resume the generator service facility at Gohpur Branch. It is the further case of the petitioner that in view of cancellation of the generator service facility, the petitioner will not be able to repay the amount of Rs. 3,36,000/- which has remained outstanding against loan he has obtained from the respondent Bank.

4. The writ jurisdiction under Article 226 of the Constitution of India is to be invoked in a case where there is presence of any public law element. In the considered view of this Court, neither the execution of the agreement/affidavit entered into between the petitioner and the respondent Bank for installation of generator services facility at the Gohpur Branch of the respondent Bank and cancellation of such facility nor the extension of loan to the petitioner by the respondent Bank and the petitioner's failure to repay the loan timely has any public law element for invoking extra ordinary and discretionary jurisdiction of this Court under Article 226 of the Constitution of India.

5. In such view of the matter, this writ petition is found not maintainable and the same is accordingly dismissed.

JUDGE

Comparing Assistant