IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.8814 of 2009

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Mahendra Sah son of Baleshwar Sah, resident of Village Bahadurpur, Samastipur town, P.O. Police Station and District Samastipur.

.... Petitioner/s

Versus

1.The State of Bihar through Chief Secretary, Bihar, Patna.
2.Bihar State Co-operative Land Developmetn Bank Ltd., Bihar, Patna, through the BranchManager, Bihar State Co-operative Land Development Bank Ltd., Samastipur Branch, Samastipur.

.... Respondent/s

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Appearance :

For the Petitioner/s	:	Mrs. Madhubala Verma, Adv & Mr. Pradeep Kr Sinha, Adv
For the Bank	:	Dr.Poonam Kumari Singh, Adv

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CORAM: HONOURABLE MR. JUSTICE MIHIR KUMAR JHA

ORAL JUDGMENT

3 29-01-2015 Heard learned counsel for the parties.

The prayer of the petitioner in this writ application to say the least is completely vague and incapable of being adjudicated in writ jurisdiction, inasmuch as, the same reads as follows:-

> *"For issuance of a direction to the respondents authority to calculate the dues amount in the loan account of the petitioner.*
>
> *For issuance of a direction to the respondent authority to give details of the payment made by the petitioner in his loan account.*
>
> *For issuance of a direction to the respondent authority to calculate the account in the light of the award passed by the Lok Adalat.*
>
> *For issuance of a direction to the respondent authority to deducted the interest from the loan account of the petitioner in accordance with scheme has been introduced in the Bank for reduction of interest if the principal amount."*

This Court however must address to the

documents referred to by the learned counsel for the petitioner as contained in Annexure-7, which was by way of an offer to the petitioner to deposit the amount as early as possible. Learned counsel for the petitioner, submits that the petitioner has already deposited the amount whereas learned counsel for the respondents having filed the counter affidavit have taken a stand that the entire amount has not been paid by the petitioner.

Learned counsel for the petitioner however seeks to explain that since the petitioner has deposited the entire principal amount therefore, in the light of Annexure-7, he will be exempted from payment of liability of interest or penal charges. As a matter of fact, it is this very aspect which has been explained by respondents in their counter affidavit in paragraph no. 5 to 10, which for the sake of convenience and clarity is quoted hereinbelow:-

> *"That in this regard it is stated that Shri Mahendra Sah s/o Bahadur Sah had been given loan of Rs. 1,50,000/- at the rate of 15% interest from the land Development Bank on 27.03.1997 which has to be repaid by him by nine equal installment of Rs. 31,436.00. The date of payment of interest is 31^{st} Jan. every year.*
>
> *That it is relevant to mention here that for*

settlement of loan a letter was issued by the Branch on 2.3.09 to the petitioner and informed that the special waiver scheme has been introduced in which additional interest & penal interest are waived if the due principal & interest amount is paid fully. The details of amount to be paid & the amount to be waived have also been mentioned in aforesaid letter.

That further it is stated that the receipt no. 136182 dated 22.3.97 for an amount of 8981.00 granted by the Bank to the petitioner which is in his possession. The Bank has not adjusted the said amount as collection of loan as submitted by the petitioner The amount taken by the Bank is under following heads (vide receipt no. 136132 dated 22.3.97):-

(a) 'A' Class further shave	-	*7475.00*
(b) E class	-	*6.00*
(c)Evaluation Fee	-	*1500.00*
Total Amount	-	*8981.00*

Thus it is made clear that when Mr. Mahendra Sah will come to close the loan account then Rs. 7475/- which is 'A' class further shave amount will be adjusted in his loan account.

That so far the statement given by the petitioner is that he has not been given receipt of amount of Rs. 7000+10,000=17,000/- is not true. In this regard it is stated that provisional receipt no. 182034 dated 28.6.98 has been given by the Bank in favour of the petitioner for depositing the amount of Rs. 7,000.00. The Branch issued vide original receipt no. 477166 dated 29.6.98 for Rs. 7000=00 on the basis of aforesaid provisional receipt bearing no. 182034 dtd. 28.6.98. Further I tis to be mentioned that the provisional receipt no. 182307 dated 26.5.99 was granted by the Branch in favour of the petitioner for depositing Rs. 10,000.00 and on the basis of original receipt no. is 76473 dated 27.5.09 was issued in favour of the petitioner. This aforesaid amount and receipt have been entered into Daily Cash Book.

That therefore it is relevant to state here that account submitted by Bank the total deposited amount comes to Rs. 1,21,400=00. The amount shown by the petitioner is wrong.

That subsequently it is relevant to mention here that petitioner has not deposited as per Bank Rule therefore certificate case has been lodged against him and on account of non depositing of loan within stipulated time the Bank calculated the penal interest at the rate of 1 % and Additional interest at the rate of 15%."

From the reading of the aforementioned averments in the counter affidavit, two thing becomes very clear. Firstly, that the Bank has disputed the payment of total dues by the petitioner and secondly there is a certificate case also lodged against the petitioner for recovery of the dues.

Thus, the statement of learned counsel for the petitioner that the petitioner has already been given No Objection Certificate (N.O.C) by the Bank and as such he will not be liable to pay any amount can be only examined by the Bank. If therefore, the petitioner has some grievance still subsisting, he may approach the authorities of the Bank with the N.O.C to depose that no amount is further payable by the petitioner. This Court, however, will not be in a position to do the work of accounting between the petitioner and the Bank.

With the aforementioned observation and direction, this application is disposed of.

(Mihir Kumar Jha, J)

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