IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.2351 of 2009

==

Aftab Alam, S/o Md. Sikandar Resident of Nawadah Tola, P.S. Dalsingsarai, Distt. Samastipur.

.... Petitioner/s

Versus

1. The State of Bihar through the Chief Secretary, Bihar, Patna.
2. The Distt. Magistrate, Samastipur.
3. The General Manager, Zila Udyog Kendra (D.I.C.), Samastipur.
4. The General Manager, Union Bank of India, Nodel Regional Office, Naisamn Bhawan Mazrulhak Path, Patna.
5. The Branch Manager, Union Bank of India, Pagranawada Branch, P.O. Ghatnawada, Dist. Samastipur.

.... Respondent/s

==

Appearance :

For the Petitioner/s	:	Mr. Mukesh Kumar, Adv.
For the Respondent/s	:	Mr. Sanjeev Kumar, AC to SC7
For the Bank	:	Mrs. Nilu Agrawal, Adv.
		Mr. Manoj Kumar, Adv.

==

CORAM: HONOURABLE MR. JUSTICE MIHIR KUMAR JHA

ORAL ORDER

4 12-01-2015 Heard learned counsel for the parties as with regard to the following prayer made in this writ application:-

> *"1. That this is an application for issuance of writ in nature of mandamus to directing the respondents concern to release the rest amount to the petitioners which has been sanctioned under the scheme of P.M.R.Y. by the Distt. Industrial Centre from the Union Bank of India Samastipur.*
>
> *And further any writ/writs, order/orders, direction/directions for payment of compensation as the Machine and other articles are kept unused due to lack of money as the same is not released by the Bank Respondent even agreement and D.O letter has been signed for that no fault lies upon the petitioner."*

Learned counsel for the petitioner, in support of the aforementioned prayer, has straightway proceeded that once the petitioner was found entitled for grant of loan and he had also deposited the margin money, the Bank was under obligation to pay the loan and it could not have held the petitioner disentitled only on account of closure of the scheme.

Learned counsel for the Bank, on the other hand, has submitted that the matter is not so simple as has been projected by the learned counsel for the petitioner. He submits that the petitioner in fact did not qualify for grant of loan, inasmuch as, the necessary infrastructure was not found in course of inspection of the unit. To that extent, he relies on paragraph no.3 to 11 of the counter affidavit which reads as follows:-

"3. That an application of the petitioner for loan under P.M.R.Y. Scheme of year 2007-08 (01.04.07 to 31.3.08) has been received by the Branch on 10.1.08 (after seven month as stated of the financial year) which was recommended and sponsored by the District Industries Centre, Samastipur by its letter no. 1357 dated 26.11.07.

4. That the Pre-inspection has been conducted on 7.2.08 because the borrower did not turn up.

5. That the respondent Bank recommended the Petitioner for training by the letter dated 29.2.08 (Annexure-1 of the writ petition) to the General Manager, District Industrial Centre, Samastipur requesting him to arrange training and issue a certificate regarding completion of training.

6. That with regard to statement made in Para- 5, 6 *and 7 of the writ petition it is stated that these facts are not denied.*

7. *That with regard to statement made in para 8 of the writ petition it is stated that the petitioner had deposited the margin money of Rs. 5000/- on 20.5.08 after two and half months of sanction of loan and one month after getting training.*

8. *That the Petitioner had submitted the quotation of Shamim & Company in favour of the Petitioner with supply agent dated 16.5.08 and 23.5.08 and delivery order was given on 24.5.2008 and 26.5.2008 by the respondent Bank.*

9. *That it is submitted that after submitting of bill dated 26.5.08 by the Petitioner on 29.5.08 the post inspection had been conducted by the answering respondent in same day but no furniture was found."*

Let it be noted that despite service of copy of the counter affidavit on the learned counsel for the petitioner on 6.4.2009, there is no rejoinder to such counter affidavit denying any of the facts. In that view of the matter, this Court will have no difficulty in holding that the facts stated by the Bank in its counter affidavit remaining uncontroverted, the petitioner would not be entitled to get any amount of loan.

This application fails and is, accordingly, dismissed.

(Mihir Kumar Jha, J)

Rishi/-

U			