IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.638 of 2011

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Vikash Anand Son of Shivjee Prasad, Resident of Mohalla Old Telephone Exchange Road, Ward No. 9, Police Station - Sitamarhi, District - Sitamarhi.

.... Petitioner/s

Versus

1. The Reginal Manager Syndicate Bank, Fraser Rolad, Patna.
2. The Branch Manager, Syndicate Bank, Kamaldah Branch, Sitamarhi.

.... Respondent/s

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Appearance :

For the Petitioner/s : Mr. Manoj Kr. Sinha

For the Respondent/s : Mr. Sanjiv Kumar

CORAM: HONOURABLE MR. JUSTICE BIRENDRA PRASAD VERMA

ORAL JUDGMENT

Date: 05-05-2015

Heard the parties.

The petitioner has filed the present writ petition under Article 226 of the Constitution of India seeking a direction to the respondents for waiving the interest on the education loan obtained by the petitioner from the respondent Bank. The petitioner has further prayed for quashing the letter dated 29.02.2010 (Annexure-10) whereby a notice was issued by the respondent Bank to the petitioner for payment of entire outstanding dues within a short period of time, failing which the Bank shall be at liberty to take steps for recovery of loan amount from the petitioner under the provisions of The Bihar and Orissa Public Demands Recovery Act, 1914.

It is not in dispute that the petitioner was sanctioned education loan of Rs. 4 lacs on 23.08.2004 for pursuing higher studies.

Learned counsel appearing on behalf of the petitioner has argued the matter at some length, but he has not been able to show any document or circular or legal provision, which entitles the petitioner for any exemption from the liability to pay the interest over the education loan amount sanctioned to him. Learned counsel appearing on behalf of the petitioner has repeatedly submitted that the petitioner is/ was a student, therefore, a sympathetic view may be taken and the interest over the loan amount may be directed to be waived.

The matter has been contested by the respondent no.1 and 2 by filing a counter-affidavit on their behalf, wherein it is stated that after availing the loan facility, the petitioner has failed to pay the instalment of the loan amount as also failed to pay the interest, as a result of which his loan account has been classified as Non-performing Assets. Learned counsel appearing on behalf of the respondents further submitted that the petitioner was well aware at the time of sanction of the loan amount itself that he was required to pay interest over the education loan to be sanctioned in his favour. According to him, there is no provision or circular issued by the respondent Bank or the Reserved Bank of India, which provides for exemption of interest over the education loan given to a student.

After having heared the parties, this Court finds that the petitioner has not been able to show any enforceable legal rights regarding waiver of interest over the education loan sanctioned to him. The impugned notice dated 29.02.2010 (Annexure-10) also cannot be legally faulted as apparently the petitioner has failed to pay the loan amount along with interest, therefore, the respondent Bank is/was well within its jurisdiction to start a proceeding for recovery of outstanding dues against the petitioner.

In the given facts of the case, the present writ petition filed by the petitioner seems to be completely misconceived. No relief can be granted to him in the factual matrixes of the case.

In the result, the writ petition stands dismissed, but there shall be no order as to costs.

(Birendra Prasad Verma, J)

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