IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.16532 of 2008

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1. Umashanker Tiwary, son of Sri Ramlagan Tiwary
2. Baban Kumar Tiwary, son of Sri Hari Kishore Tiwary
3. Smt. Vidya Devi, wife of Sri Jagdish Chawbey
   All are resident of village + P.O. Manikpur Pakri, District Vaishali

.... Petitioners

Versus

1. The Union of India through the Secretary Department of Finance, Govt. of India, North Block, New Delhi
2. Canara Bank, through its Chairman, 112, J C Road, BANGALORE-560002
3. Branch Manager, Canara Bank, Lalganj, Vaishali

.... Respondents

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Appearance :

For the Petitioner/s : Mr. Anurag K.Shukla
Mr. N.D.Choubey
Mr. Prashant Kumar

For the Respondent/s : Mr. Sudhir Singh(Asst.SG)
Mr. Ratnesh Nandan Sinha
Mrs. Kanak Verma, CGC

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CORAM: HONOURABLE MR. JUSTICE MIHIR KUMAR JHA
ORAL JUDGMENT

4 06-01-2015 Heard learned counsel for the parties as with regard to the following relief prayed in this writ application:

> "a. A writ in the nature of Certiorari or any other appropriate Writ or order be issued quashing the decision of Canara Bank as communicated to the petitioners vide letters dated 30.8.2008 (Annexure- 2 series).
>
> b. A writ in the nature of mandamus or any other appropriate writ or order be issued commanding the respondent authorities to extend the benefit of Agricultural Loan waiver and Loan Relief Scheme- 2008 to the petitioners with respect to the Agricultural Loan taken by the against the "Kisan Credit Cards" issued to the

individual by the respondent Bank."

2. Learned counsel for the petitioners in support of the aforementioned prayer has invited attention of this Court towards the Loan Waiver Scheme framed by the Government of India and has submitted that since the agriculture loan was taken by the petitioners on 3rd February, 2007, they would also be entitled for waiver of the loan. In this regard he has also assailed the reasons given by the Bank in the impugned order rejecting the claim of waiver of loan of the petitioners by addressing that the concept of overdue was nowhere in the scheme.

3. Learned counsel for the Bank, on the other hand, having produced the English translation of the Scheme, whose Hindi version has been put on record by the petitioners in the supplementary affidavit, has submitted that Clause 4.1 while defining 'Eligible amount' clearly lays down the concept of overdue. He has submitted that the loan which was taken by the petitioner on 3rd February, 2007 being for two crops, namely, Rabbi and Kharif, such loan was repayable by the petitioner only on completion of one year period and therefore, the loan has not become overdue for payment as on 31st December, 2007. He has accordingly defended the impugned order passed by the Canara Bank refusing grant of waiver of loan to the petitioner.

4. In the considered opinion of this Court all these beneficial policies made by the Government of India will have to necessarily be followed strictly as per the terms and conditions of the policy. The policy clearly defines of all short term production loan to mean "a loan given in connection with the raising of crops which is to be repaid within 18 months. It will include working capital loan, not exceeding Rs.1 lakh, for traditional and non-traditional plantations and horticulture"

5. Further the Scheme has also clearly provided under Clause 4.1 the extent of eligibility of the amount and the conditions for waiver. To that extent it would be useful to quote Clause 4 as a whole which reads as follows:

> "4. Eligible amount
>
> 4.1 The amount eligible for debt waiver or debt relief, as the case may be (hereinafter referred to as the 'eligible amount'), shall comprise of:
>
> (a) in the case of a short-term production loan, the amount of such loan (together with applicable interest):
>
> (i) disbursed up to March 31, 2007 and overdue as on December 31, 2007 and remaining unpaid until February 29, 2008'
>
> (ii) restructured and rescheduled by banks in 2004 and in 2006 through the special packages announced by the Central Government, whether overdue or not; and
>
> (iii) restructured and rescheduled in the normal course up

to March 31, 2007 as per applicable RBI guidelines on account of natural calamities, whether overdue or not.

(b) in the case of an investment loan, the installments of such loan that are over due (together with applicable interest on such installments) if the loan was:

(i) disbursed up to March 31, 2007 and overdue as on December 31, 2007 and remaining unpaid until February 29, 2008;

(ii) restructured and rescheduled by banks in 2004 and in 2006 through the special packages announced by the Central Government; and

(iii) restructured and rescheduled in the normal course up to March 31, 2007 as per applicable RBI guidelines on account of natural calamities.

Explanation: in the case of an investment loan disbursed up to March 31, 2007 and classified as non-performing asset or suit filed account, only the installments that were overdue as on December 31, 2007 shall be the eligible amount.

4.2 The following loans shall not be included in the eligible amount:

(a) advances against pledge or hypothecation of agricultural produce other than standing crop; and

(b) agricultural finance to corporates, partnership firms, societies other than cooperative credit institutions (referred to in para 3.4), and any similar institution."

6. From a bare reading of Clause 4.1(a) it would become very clear that the petitioners have while going through the Hindi

version of the Scheme failed to notice the concept of overdue. The English version very clearly lays down about the concept of overdue. Any expression of overdue in relation to the loan would always mean the loan becoming payable. The condition of repayment of loan could have been deciphered only from the agreement but the petitioner has not produced the copy of the agreement even when it has sought to assail the reason as with regard to the loan becoming not overdue.

7. Be that as it may, once this aspect of the matter becomes clear that the petitioner had taken agriculture loan whose repayment was only to be made after one year there is nothing left for this Court but to hold that the petitioner, under the scheme in question was not entitled for any waiver. This Court, therefore, does not find any error in the impugned order passed by the Bank while rejecting the claim of waiver of loan of the petitioner.

8. In the result, this application fails and is accordingly dismissed.

(Mihir Kumar Jha, J)

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