

**IN THE HIGH COURT OF JUDICATURE AT PATNA**  
**Civil Writ Jurisdiction Case No.14135 of 2009**

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M/S Mayank Chemical, Situated At Gabhtal Gola Road, P.O. & P.S. Danapur, Near S.K. Industries, Distt. Patna Through Its Proprietor Sri Manoj Kumar S/O Sri Baldeo Prasad Mehta

.... .... Petitioner/s

Versus

1. The Union Bank Of India, A Body Corporate Constituted Under The Banking Companies (Acquisition And Transfer Of Undertakings) Act, 1970 Having Its Head Office At Union Bank Bhawan, 239, Vidhan Sabha Marg, Bombay- 400 021 Through Its Chairman
2. The Branch Manager Union Bank Of India, Exhibition Road Branch, Chandi Complex, P.S. Gandhi Maidan, Exhibition Road, Distt. Patna
3. K.R.G. Machine Tools (P) Limited, No.10, Plot No. 5-35/213 Shaktipuram, Co-op, Indi Estate, IDA Kukatpally, Hyderabad-50072.

.... .... Respondent/s

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**Appearance :**

For the Petitioner/s : Mr. Naresh Kr.Malhotra, Sr. Adv.  
Mr. Binod Kr.Sinha, Adv.

For the Respondent/s : Mrs.Nilu Agrawal  
Ms. Binita Singh  
Mr. Anup Kumar Sinha

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**CORAM: HONOURABLE MR. JUSTICE MIHIR KUMAR JHA**  
**ORAL ORDER**

6      30-01-2015

Heard learned counsel for the parties.

The prayer of the petitioner in this writ application reads as follows:-

- "1.      *That this writ application is being filed on behalf of the Petitioner for a direction to the Branch Manager, Union Bank of India, Exhibition Road Branch, Patna (Respondent No.2) for releasing an amount of Rs. 4.70 Lacs being the balance amount out of the total sanctioned loan amount of Rs. 20.00 lacs as Term Loan to M/s KRG Machine Tool & Pvt. Ltd. Hyderabad for purchase of machinery for setting up a unit of Mosquito Repellent coils by the petitioner as the aforesaid respondent Bank has already released and paid Rs. 15.30 lac out of the total sanctioned loan of Rs.*



*20.00 lacs to the aforesaid firm and the petitioner has also paid his share of margin money to the tune of Rs. 5.50 lac to the said firm and to not to take coercive steps to realize the sanctioned amount of loan through O.A. No. 55/08 filed by Respondent Bank in D.RT. and/or pass such other order/orders as your lordships may deem fit and proper."*

In this case, the respondent United Bank of India (hereinafter to be referred to as 'the Bank'), has filed its counter affidavit and has explained that the petitioner had committed serious breach of accepted terms and conditions of loan agreement and was conducting his loan account in grossly irregular manner. Once this particular aspect, specifically raised by the respondent Bank in the counter affidavit, has not been sought to be denied by the petitioner despite service of the counter affidavit on the learned counsel for the petitioner on 25.11.2010, there would be no escape from the inevitable conclusion that the petitioner would not be entitled for any relief from this Court specially when both the petitioner and the Bank are bound by inter-parte agreement.

As a matter of fact, from reading of the judgment of the Debt Recovery Tribunal dated 17.12.2009 in OA Case No 55 of 2008 (Union of India Vs. M/s Mayank Chemicals & Ors.), it is also very clear that the petitioner was found liable to pay a sum of Rs. 30,46,969/- together with interest pendent lite and a

certificate also was issued by the Debt Recovery Tribunal for realization of such amount.

All these aspects taken together would definitely make the petitioner disentitled to claim any relief made before this Court and that too with regard to grant of further loan by the Bank to the petitioner whereas now the Bank has to still recover a sum of more than 30 lac as per the order of the Debt Recovery Tribunal.

That being so, this application must be held to be wholly misconceived and is, accordingly, dismissed.

**(Mihir Kumar Jha, J)**

Rishi/-

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