

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.5398 of 2009

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Raghunath Yadav son of Late Mangal Yadav, resident of village Purni
Gonauli, P.S.Mufassil Bettiah, District West Champaran

.... Petitioner/s

Versus

1. The Reserve Bank of India through its Managing Director, Mumbai
2. The State Bank of India through its Managing Director, Mumbai
3. The State Bank of India through its Regional Managing Director, Patna
4. The Branch Manager, The State Bank of India, ADB Bettiah (1764)
5. The Collector, Bettiah, West Champaran

.... Respondent/s

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Appearance :

For the Petitioner/s : Mr.Jainendra Kr.Puskar, Advocate

Mr. Ram Bali Jha, Advocate

For the Respondent Nos. 2 to 4 : Mr.Kaushlendra Kr.Sinha, Advocate

Mr.Anjani Kumar Mishra, Advocate

For the Respondent No.5 : Mr.Md.Irshad, Advocate

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CORAM: HONOURABLE MR. JUSTICE BIRENDRA PRASAD VERMA
ORAL ORDER

6 09-02-2015

Heard the parties.

2. The matter at issue is the grant of benefits to the petitioner under the provisions of Agricultural Debt Waiver and Debt Relief Scheme, 2008 (in short “Scheme, 2008”), as contained in Annexure-4 to the writ petition.

3. By the impugned letter/communication dated 12.01.2009 (Annexure-1) issued under the signature of the respondent no.4, the petitioner has been informed that since he has more than five acres of land, he will be granted the benefit of the debt relief, but he is not entitled for debt waiver under the aforesaid Scheme, 2008.

4. Learned counsel appearing on behalf of the petitioner submits that the petitioner was sanctioned a loan of amount Rs.3,00,000/-(Rupees three lacs) for purchase of tractor and other agricultural equipments. It is also submitted that the loan



amount was credited in the bank account of the petitioner as also his other four brothers. It is the case of the petitioner that the petitioner besides his other brothers, on the basis of notional partition, will have less than five acres of land and therefore, he is entitled to the benefits of debt waiver in terms of Clause 5.1 of the aforesaid Scheme, 2008. It is also pointed out that the Circle Officer has given a report which shows that he is having only 3.48 acres of land. Therefore, according to him, the respondent-Bank was obliged to give him the benefits of complete debt waiver under the Scheme, 2008, but it has wrongly granted debt relief in terms of Clause 6.1 of the aforesaid Scheme.

5. Learned counsel appearing on behalf of the respondent nos. 2 to 4, by referring to the provisions of the aforesaid scheme as contained in Annexure-4 to the writ petition as also by referring to the averments made in the counter affidavit filed on behalf of the respondent nos.2 to 4, has strongly opposed the prayer made on behalf of the petitioner and has supported the impugned letter/communication as contained in Annexure-1. According to him, under the Scheme, 2008, in Clauses 3.5 'marginal farmer', 3.6 'small farmer' and 3.7 'other farmer', have been defined and described. It is pointed out that area of land as per the aforesaid scheme is required to be taken into consideration as per 'Explanation' of Clause 3.7. It has been specially asserted in paragraph nos. 5 and 6 of the counter affidavit filed on behalf of the respondent nos. 2 to 4 that the petitioner along with his brothers was having 7 Acres 51 decimals of land at the time of sanction of loan. Therefore, he is in the category of 'other farmer' and is entitled to the benefit of 'Debt Relief' only as contemplated in Clause 6.1 of the Scheme, 2008.

6. Though a copy of the counter affidavit was served upon the learned counsel appearing on behalf of the petitioner, but the averments made therein have not been controverted.

7. After having heard the parties and taking into consideration the factual matrix as also the other materials available on the record including Scheme, 2008 as also uncontroverted statements made in the counter affidavit filed on behalf of the respondent nos. 2 to 4, this Court does not find any legal infirmity in the impugned letter/communication dated 12.01.2009 (Annexure-1) granting the petitioner only the benefit of 'Debt Relief' and not 'Debt Waiver'. The impugned letter/communication as contained in Annexure-1, which is in consonance with the Scheme, 2008, does not warrant any interference by this Court.

8. In the result, the writ petition has to fail and is, accordingly, dismissed, but without costs.

9. The interim order passed on 14.05.2012 by a Bench of this Court stands vacated.

(Birendra Prasad Verma, J)

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