IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.223 of 2013

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1. Dr. Gajendra Narayan Son of Late Amibika Ray Yadav Resident of Mohalla Pokhra P.S Hazipur Town District Vaishali

.... Petitioner/s

Versus

1. Assistant General Manager Allahabad Bank Budh Marg, Patna
2. Dy, General Manager, Allahabad Bank Zonal Office, Budh Marg, Patna
3. General Manager, Head Office, Allahabad Bank. 2, Netajee Subhash Road, Kolkatta Pin Code 700001
4. The Branch Manager, Allahabad Bank Shekhpura Branch Patna
5. The Authorized Officer, Allahabad Bank, C.R.B.B. Patna Main Branch Kotwali Sqare Budh Marg, Patna
6. Chief Manager, Recovery Sale Branch, Allahabad Bank, Boring Road, Patna
7. M/S Lal & Lal Engicone Private Limited through its Managing Director, Lalan Sharma Residing At 2nd Floor Ateet Bhawan Beside Savitry Sadan, Abaludassh Lane, Macchuatoli, Patna

.... Respondent/s

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Appearance :

For the Petitioner/s : Mr. Ratan Kumar Sinha, Adv.

For the Respondent/s : Mr. Ajay Kumar Sinha, Adv.

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CORAM: HONOURABLE MR. JUSTICE JYOTI SARAN

ORAL ORDER

8 30-11-2015 Heard Mr. Ratan Kumar Sinha, learned counsel for the petitioner and Mr. Ajay Kumar Sinha learned counsel for the Allahabad Bank.

The petitioner is aggrieved by the notice dated 14.11.2012 whereby the Bank while reminding the petitioner to repay the loan has also mentioned the follow up steps to be taken on such failure. It is these stipulations which are bothering the petitioner which inter alia provides that his name would be published in the newspaper and that intimation would be given to the Medical Council of India as well as the Credit Information Bureau of India

Ltd. Even while questioning the stipulation so present in the notice Mr. Sinha fairly admits that the loan yet stands outstanding but submits that the Bank has taken no steps for handover of the flat for which the loan was taken. Relying upon tripartite agreement entered in between the petitioner, the Bank and the Builder it is stated by Mr. Sinha that though the petitioner is prepared to repay the loan amount but the Bank is neither directing the builder to do the needful nor is furnishing the current status as to the balance of outstanding.

Having heard learned counsel for the parties, this Court finds no reason to interfere with the notice dated 14.11.2012 especially where the loan admittedly remains outstanding. The Bank has nothing to do with the dispute between the petitioner and the builder nor the agreement makes any such stipulation hence no direction can be issued to the Bank in respect of the flat. However considering the grievance raised by Mr. Ratan Kumar Sinha appearing for the petitioner regarding non furnishing of information in respect of the current status of the loan amount, the writ petition is disposed of with liberty to the petitioner to represent before the Branch Manager, Allahabad Bank, Sheikhpura Branch expressing his willingness to repay the loan as also for supply of information regarding the current balance outstanding and which shall be supplied to him by the Branch

Manager within two weeks of filing of such representation.

In so far as the grievance of the petitioner regarding non-handing over of the flat in question is concerned, the petitioner would be at liberty to take recourse to the civil law remedies or any other remedy so available to the petitioner in law.

(Jyoti Saran, J)

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