

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.21874 of 2014

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1. Manoj Kumar Yadav Son of Late Rudra Narayan Yadav Resident of Village - Haribola, PO - Sripur Rauta, PS - Kumar Khand, District - Madhepura.

.... Petitioner

Versus

1. The General Manager, SBI, Gandhi Maidan, Patna.
2. The Asst. General Manager State Bank of India, Agriculture Development Branch, Gandhi Maidan, Patna.
3. The Branch Manager, Agriculture Development Bank, State Bank of India, Madhepura.
4. Altra Care Mission Pvt. Ltd., Madhepura.

.... Respondents

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Appearance :

For the Petitioners : Mr. Awadhesh Kumar Mishra
For the Respondents : Mr. Kaushlendra Kumar Sinha

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CORAM: HONOURABLE MR. JUSTICE KISHORE KUMAR
MANDAL
ORAL ORDER

3 14-07-2015 Heard both sides.

The application seeks quashing of the diverse communications issued by the Branch Manager of the State Bank of India, Agriculture Development Bank, Madhepura (for short 'the Bank') demanding refund of a sum of Rs. 3,55,872 plus interest.

It has been contended on behalf of the petitioner that he being a small farmer would be entitled to waiver of the entire loan amount which has not been granted by the Bank.

A counter affidavit has been filed on behalf of the respondent-Bank. In paragraph no.5 thereof it has been stated that



the petitioner holds more than five acres of land in his name. He , therefore, comes in the category of other farmer. Referring to the instruction issued by the Central Government copy whereof is enclosed to the counter affidavit as Annexure-C, it has been submitted that the petitioner being in the category of other farmer would not be entitled to complete waiver but a portion/part thereof (25% of the eligible amount). This is what the respondents have stated in paragraph nos. 13,14 and 15:-

13. That, as per provision laid down under clause 5.1 of the Scheme, the entire eligible amount has been waived as with regard to small or marginal farmers but as with regard to “ Other Farmers” they have been given Debt relief under one Time Settlement under which the farmer has been given a relief of 25% of the eligible amount subject to the condition that the farmer pays the balance of 75% of the eligible amount.

14. That as per the provisions i.e. the explanation of clause 3.7 of the Scheme the petitioner comes within the definition of Other Farmer because on the date of sanction of the loan, he along with his brothers was possessing more than 5 Acres of land irrespective of the fact, that the individual share of each brothers falls less than 5 Acres.

15. That, in view of the aforesaid provision, the Respondent Bank vide their letter dated 12th January 2009 as contained in Annexure-1 required the petitioner to deposit the 25% of the amount i.e. only Rs. 4,22,088/- but he failed to do so and has filed this writ petition for quashing the said letter.

Considering the submissions of the parties and on perusal of the pleadings on record, this Court finds no merit in the submission of the petitioner for waiving the entire loan amount by quashing the demand notice(s) referred to in paragraph no. 1 of the writ petition.

The writ application is dismissed.

(Kishore Kumar Mandal, J)

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