IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.7024 of 2015

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1. Surendra Yadav Son of Jattu Yadav Resident of village - Doharwari, Post office and Police Station - Udakishunganj, District - Madhepura

.... Petitioner

Versus

1. The State Bank of India through its Regional Manager, Patna
2. Branch Manager, State Bank of India, A.M.Y., Behariganj, Branch, Behariganj, District - Madhepura
3. The State of Bihar through its District Magistrate, Madhepura
4. District Magistrate, Madhepura
5. District Certificate officer, Madhepura
6. Officer - in - Charge, Behariganj, Police Station District - Madhepura
7. Superintendent of Police, Madhepura

.... Respondents

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Appearance :
For the Petitioner : Mr. Uday Chand Prasad
For the State Bank of India : Mr. Satya Prakash Tripathy, Advocte.
For the State : Mr. Mani Kant Mishra, GP-25

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CORAM: HONOURABLE MR. JUSTICE KISHORE KUMAR MANDAL

ORAL ORDER

3 31-07-2015 Heard Mr. Uday Chand Prasad counsel for the petitioner, Mr. Tripathy for the respondent- State Bank of India for (short 'the Bank') and its functionaries as well as the State.

Despite indulgence granted by this Court no counter affidavit has been filed on behalf of the respondents.

Petitioner applied for sanction of loan in the year 2011 for purchase of a truck. The respondent -Bank sanctioned the loan on 8.11.2011 amounting to Rs. 15,00,00/- (Fifteen lacs). The same was disbursed in instalments. The petitioner defaulted in making regular payments of the instalments which propelled the Bank to classify the loan account of the petitioner as Non Performing Asset (NPA) on 30.11.2012. Subsequent thereto

notices were issued by the Bank to the loanee/petitioner. Having found that there was no response the seizure notice was also served on 7.6.2013 on the petitioner by the respondent Bank. The vehicle was thereafter seized on 18.09.2014. Earlier to this the respondent Bank approached the respondent Certificate Officer for realization of the loan in terms of the loan agreement entered between the petitioner and the respondent Bank. That gave rise to certificate case no. 01 of 2013-14. In the aforesaid backdrop the present writ petition has been filed seeking a direction upon the concerned respondent to release the truck of the petitioner bearing registration mark and no. BR-11-N-9540 and also to drop the certificate proceeding.

Mr. Prasad learned counsel for the petitioner with reference to the statements made in the writ petition submitted that a sum of Rs. 12,55,265.00/- has been deposited by the petitioner. An application was filed and moved before the respondent –Certificate Officer for directing the respondent- Bank to release the truck on further payment of a sum of Rs.02 lacs. The same was taken note of by the Certificate Officer and the matter was directed to be placed for consideration in presence of the parties. In the meantime, the petitioner deposited a sum of Rs. 02 lacs with the respondent Bank towards the loan dues. On 10.3.2015 the Certificate Officer took up the matter and heard both sides. Finding agreement between the parties directed for

conditional release of the vehicle on deposit/payment of a sum of Rs. 02 lacs as directed earlier and the remainder in easy instalments to be fixed by the respondent Bank. The case of the petitioner is that a sum of Rs. 02 lacs was immediately deposited with the respondent Bank. However, it has been shown with reference to the other orders passed by the respondent Certificate Officer that the Bank did not turn up on subsequent date and the proceeding remained as it was. The petitioner has taken an unequivocal stand before this court that the respondent Bank in the light of the agreement reached in the certificate proceeding between them the respondent Bank be directed to release the vehicle of the petitioner conditionally. The petitioner is ready to deposit the remaining outstanding dues as on date in easy instalment(s) to be fixed by the respondent Bank. If need be, he is ready to give an undertaking to this effect before the respondent Bank.

The Bank wants realization of the dues. The petitioner wants release of the vehicle so that he can ply and earn from the vehicle and pay back the remaining loan dues. Keeping the vehicle idle with the Bank, in my view, will neither serve the purpose of the respondent Bank nor the petitioner. The interest of justice demands that the Court should direct the respondent Bank to release the vehicle of the petitioner bearing registration Mark and No. BR-11N-9540 conditionally on

furnishment of an undertaking before the respondent Bank for payment of the remaining dues in easy instalments to be fixed by the respondent Bank. The petitioner should also produce the comprehensive insurance paper of the truck before the respondent Bank. No sooner the petitioner approaches the Bank with the aforesaid prayer and the documents, the appropriate/competent authority of the Bank shall release the vehicle of the petitioner conditionally after fixing easy instalments for payment of the remaining dues of the Bank. In case of default in complying with the condition(s) as may be fixed by the respondent Bank, it will be open to the respondent-Bank to take steps for seizure and other punitive action against the petitioner as provided under the law.

The application is disposed of with the aforesaid observations and directions.

(Kishore Kumar Mandal, J)

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