

THE HON'BLE SRI JUSTICE CHALLA KODANDA RAM

WRIT PETITION No.4118 of 2010

ORDER:-

This writ petition is filed challenging the action of the respondents in not paying the amounts covered under F.D.R. 004270, 004429, 004554, 004592, 004700, 004698 and 002582 to the petitioner Temple as per the directions of Consumer Disputes Redressal Forum, Hyderabad District in C.D.Nos. 851/2000, 853/2000, 855/2000, 857/2000, 861/2000 and 863/2000, dated 31.01.2001 on priority basis to the petitioner Temple is wholly illegal, arbitrary and violative of Articles 14 and 26 Constitution of India and consequently declare that the petitioner Temple is entitled for payment of the amounts covered under the above F.D.Rs. on priority basis.

2. Heard Sri Ravi Kondaveeti, learned counsel for the petitioner and the learned Government Pleader for Cooperation (TG) appearing for the respondents.

3. It is the case of the petitioner Devasthanam that the Devasthanam had deposited Rs.6,23,515/- in the form of fixed deposit on 10.10.2010 with the Bhagyanagar Cooperative Urban Bank Limited, out of which, an amount of Rs.1,90,290/- and an amount of Rs.3,24,919/- has already been repaid to the Devasthanam and yet, a amount of Rs.1,08,306/- is required to be paid to the Devasthanam. In the main writ petition, the relief sought is for payment of the entire amount of Rs.6,23,515/-.

4. At the time of hearing, learned counsel for the writ petitioner had produced the letter in Rc.No.B1/1299/1998 dated 21.03.2011 addressed by the Devasthanam to Sri B.Yadaiah, Chairman, The Bhagyanagar Cooperative Credit Society Limited, Abids, Hyderabad,

whereunder, refund of an amount of Rs.1,90,290/- and the remaining balance of sum of Rs.3,24,919/- yet to be paid has been recorded. Learned counsel for the first respondent had not disputed the same.

5. Learned counsel for the first respondent fairly submits that Bhagyanagar Cooperative Urban Bank Limited went into liquidation and presently, the same is being operated by Bhagyanagar Cooperative Credit Society Limited. Learned counsel further submits that the liabilities which were contracted by the erstwhile Bhagyanagar Cooperative Urban Bank Limited (under liquidation) are settled or mostly settled by the Bhagyanagar Cooperative Credit Society Limited through negotiations and in the said process, a discount of 25% has been obtained. However, the learned counsel had filed an affidavit of Sri Sri B.Yadaiah, S/o. Late Venkataswamy, the President of Bhagyanagar Cooperative Credit Society limited, Hyderabad, before this Court, who undertook to pay an amount of Rs.1,08,306/- due to the Devasthanam retained by the first respondent, either in six (06) monthly instalments or in one lump-sum, as the case may be.

6. Placing on record the affidavit of Sri B.Yadaiah, S/o. Late Venkataswamy, the President of Bhagyanagar Cooperative Credit Society limited, Hyderabad, and recording the submissions contained therein, this writ petition is disposed of in terms of the said affidavit directing the respondents to pay the balance amount of Rs.1,08,306/- due to the Devasthanam in six (06) monthly instalments. The first instalment to be paid commences from 15th January, 2016. However, it is left open to the first respondent bank to pay the total remaining amount to the Devasthanam in a lumpsum, at a time. There shall be no order as to costs.

7. As a sequel, miscellaneous petitions, if any, pending in this writ petition shall stand closed.

CHALLA KODANDA RAM, J

29th December, 2015
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