IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No. 1860 of 2016
Along with
Interlocutory Application No. 1748 of 2016

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Ashok Bhagat @ Ashok Kumar Bhagat son of Late Ram Prasad Bhagat resident of Mohalla- Durga Asthan Colony, P.S.- Katihar, District- Katihar.

.... Petitioner/s

Versus

1. Central Bank of India through its Zonal Manager, Zonal Office, Block- B, Maurya Complex, Bailey Road, Patna-1.
2. Regional Manager, Central Bank of India, Regional Office, Purnea.
3. Branch Manager, Central Bank of India, Katihar Railway Colony, Mirchaibari, Katihar, District Katihar.

.... Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Bimal Kumar, Advocate.
For the Respondent/s	:	Mr. Prabhakar Jha, Advocate.

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CORAM: HONOURABLE MR. JUSTICE AHSANUDDIN AMANULLAH

ORAL JUDGMENT

Date: 26-02-2016

Heard learned counsel for the parties.

Though the petitioner has moved the Court for setting aside the possession notice as well as the auction notice with regard to his mortgaged property but learned counsel for the petitioner submits that he is agreeable to pay Rs. 1,00,000/- within two weeks and thereafter, after the account being settled in the presence of the petitioner, the rest would be cleared by 31st of May, 2016.

Learned counsel for the Central Bank of India (hereinafter referred to as the 'Bank') submits that due to the default by the petitioner, the action has been taken and thus the same cannot be faulted or requires interference.

Having considered the facts and circumstances of the case and submissions of learned counsel for the parties, though the stand of the Bank is proper in its own perspective but equally the offer by the petitioner is also worth considering for the reason that ultimately the Bank is only concerned with the recovery of its money which in the present case has been assured.

Accordingly, the writ petition stands disposed off with a direction to the petitioner to deposit Rs. 1,00,000/- within two weeks from today with the respondent no. 3 whereafter the parties shall sit together and the accounting shall be reworked and balance amount communicated to the petitioner. The petitioner shall, as per his undertaking, clear the said balance outstanding latest by 31st May, 2016. It goes without saying that if the petitioner does not live up to the commitment or in case of default, the Bank shall be at liberty to proceed for recovery of his lawful dues in accordance with law.

(Ahsanuddin Amanullah, J.)

P. Kumar

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