

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No. 12156 of 2012

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1. Md. Aftab Alam S/o Md. Habib Alam, the then Proprietor M/s Sky Shoe Store Defuncted on 30.12.2007.
 2. Md. Ishteyaque S/o Habib Ansari, the then Proprietor M/s Sathi Shoe Store Defuncted on 16.12.2007, both Resident of Sitamarhi Mohalla Gudari, P.S. & District- Sitamarhi (Bihar).

..... Petitioners

Versus

1. The State Bank of India through Chief General Manager, Local Head Office, West Gandhi Maidan, Patna.
2. The General Manager, State Bank of India Local Head Office West Gandhi Maidan, Patna.
3. The Regional Manager, Regional Business Office Region 4, Laheriasarai, State Bank of India, Darbhanga.
4. The Manager, N.P.A. Management, State Bank of India, Regional Business Office Region 4 Laheriasarai, Darbhanga.
5. The Branch Manager, State Bank of India, A.D.B. Janki Place, Sitamarhi.

..... Respondents

Appearance:

For the Petitioners	: Mr. Alok Kumar, Advocate
	: Mr. Virendra Kumar, Advocate
For the Respondents	: Mr. Rakesh Kumar Singh, Advocate

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CORAM: HONOURABLE MR. JUSTICE VIKASH JAIN

ORAL JUDGMENT

Date: 02-08-2016

Heard learned counsel for the petitioners and learned
counsel for the respondents.

2. The present writ petition has been filed for a direction to the respondents to give effect to the compromise proposals of the petitioners pending in the Office of Regional Manager, Region 4, State Bank of India, Regional Business Office, Darbhanga and further to release the documents of the petitioners kept in the Branch Office discharging them from the liabilities of loan amount.

3. Learned counsel for the petitioners states that in pursuance of the respondent-Bank's letters dated 09.09.2009 and 28.04.2010, the petitioners participated in the offered One Time Settlement Scheme. The petitioners accordingly made payment

of Rs. 1,90,000/- on 27.11.2010 and filed compromise proposals on 06.12.2010 before the respondent-Bank. It is stated that the matter still remains pending with the Bank.

4. Learned counsel for the respondent-Bank submits that the compromise proposals have been filed by the petitioners beyond the permissible time limit. A perusal of the Bank's letter dated 28.04.2010 (Annexure-2/1) discloses that the petitioner had to comply with the OTS Scheme, 2010 latest by 31.05.2010 and have the matter settled by 31.03.2011. It is a matter of record that the compromise proposals as well as the payment in question have been made beyond the expiry of the time limit for availing OTS Scheme, 2010.

5. In the above view of the matter, this Court does not find any merit in the writ petition which stands dismissed.

6. It is made clear that the present judgment shall not stand in the way of the petitioners in approaching the respondent-Bank for consideration of its proposal on its own merits, which may be considered, without reference to the OTS Scheme as the same is no longer available.

(Vikash Jain, J.)

Vikash/-

AFR/NAFR	NAFR
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