

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.5313 of 2016

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Upendra Prasad Son of Late Sheo Balak Mahto Resident of Village -
Sarkanda, Police Station - Wazirganj, Sarkanda, District - Gaya.

.... Petitioner/s

Versus

1. Madhya Bihar Gramin Bank, through its General Manager, Head Office,
Shri Vishnu Commercial Complex Near National Highway Petrol Pump,
New Bypass - N.H. - 30 Aashochak, Patna - 800016.
2. The Branch Manager, Madhya Bihar Gramin Bank, Branch - Kariyadpur,
District - Gaya.

.... Respondent/s

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Appearance :

For the Petitioner : Mr. Gajanan Arun

For the Respondents : Mr. Suresh Prasad Singh No.1

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**CORAM: HONOURABLE MR. JUSTICE RAMESH KUMAR
DATTA**

ORAL ORDER

5 01-09-2016 Heard learned counsel for the petitioner and learned counsel
for the respondent- Madhya Bihar Gramin Bank.

The petitioner has filed the writ application seeking
quashing of the auction notice dated 02.03.2016, by which the
Tractor along with Trailer of the petitioner was to be put on
auction-sale.

The facts of the case are not disputed. The father of the
petitioner had taken loan of Rs.3,20,000/- for purchase of a
Tractor. It is stated that during his life time, the father of the
petitioner was repaying the loan instalment but after the death of
his father on 18.01.2014, the account has become N.P.A. and
thereafter the respondent-Bank has taken possession of the Tractor

along with the Trailer and put it on auction-sale.

Learned counsel for the respondent bank, on the basis of the counter affidavit filed on behalf of the respondent- Bank and oral instructions submits that pursuant to the auction notice, bid for Rs. 1,70,000/- had been offered by the highest bidder but since there was an interim order of this Court passed on the same date, hence, the Bank did not act upon the auction and returned the said amount to the bidder. It is further stated that the total outstanding dues on the date of filing of the counter affidavit on 22.08.2016 was Rs.6,13,998/-.

Learned counsel for the petitioner submits that the petitioner is willing to return the entire amount but being an agriculturist, he is not in a position to pay the same immediately. Learned counsel for the petitioner makes an offer that the petitioner shall deposit an amount of Rs.1,70,000/-, which was the bid amount, within a month from today and the remaining amounts in thirty instalments. It is further submitted by learned counsel for the petitioner that upon the deposit of the upfront amount of Rs.1,70,000/-, the Bank be directed to release the Tractor along with Trailer so that the petitioner can utilize the same for earning and repaying the balance amounts.

Learned counsel for the respondent-Bank upon instructions

is agreeable to the said offer.

The writ application is, accordingly, disposed of with the direction that the petitioner shall deposit an amount of Rs.1,70,000/- on or before 30th September, 2016 and thereafter the petitioner shall keep on repaying the balance amounts in thirty instalments of such amount as may be intimated to the petitioner by the Bank after calculating the interest on the balance amounts for the remaining period by the end of each succeeding month. Upon deposit of the upfront amount of Rs. 1,70,000/-, the respondent-Bank shall release the Tractor along with the Trailer to the petitioner. Upon failure of the petitioner to pay any of the instalments, it shall be open to the Bank to re-possess the Tractor along with the Trailer in question and take steps for realization of the remaining dues in accordance with law.

(Ramesh Kumar Datta, J)

V.P.Sinha/-

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