

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.3439 of 2016

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Messers Jyoti Enterprises proprietor Binod Poddar son of Arjun Poddar Resident of Village -82, Chandheri Po +.Ps Sabour, District Bhagalpur.

.... Petitioner/s

Versus

1. The Branch Manager Bihar Gramin Bank, Bhikhanpur Bhagalpur.
2. The Regional Manager, Bihar Gramin Bank, Radha Rani Sinha Road, Adampur Bhagalpur.

.... Respondent/s

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Appearance :

For the Petitioner/s : Mr. Rajive Ranjan Singh, Advocate.

For the Respondent/s : Mr. Satya Prakash Tripathi, Advocate.

Mr. Satya Vrat, Advocate.

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CORAM: HONOURABLE MR. JUSTICE AHSANUDDIN AMANULLAH
ORAL JUDGMENT

Date: 24-02-2016

Heard learned counsel for the parties.

The writ petition has been filed for quashing notice, as contained in Letter No. RBH/Basuli/475/3447/2015-16 dated 27.01.2016, calling upon the petitioner to deposit the outstanding amount by 24.02.2016 i.e., today, which is also the date fixed for auction of his mortgaged properties.

At the very outset, learned counsel for the petitioner submits that he is ready to repay the outstanding dues of the Bank within three months upon the Bank making proper accounting as the account of the petitioner shows that the amount payable by the petitioner has not been correctly computed by the respondent Bank .

Learned counsel appearing for the respondents submits

that he is ready to accept the offer and further to also provide an opportunity to the petitioner to take part in the exercise of computing the dues.

In view of the aforesaid position, with the consent of the parties, the writ petition is being disposed off in the following terms:

The petitioner shall appear before the respondent no. 2 along with a copy of this order on 03.03.2016 when the respondent no. 2 shall permit him or his authorized agent and also depute a competent person from the Bank to calculate the outstanding dues of the petitioner with up-to-date interest in the presence of the petitioner. The same shall be done latest by 5th March 2016. The petitioner shall thereafter make payment of the entire balance outstanding dues as on date latest by 15th June, 2016, either in one instance or installments.

The notice for sale of the mortgaged property of the petitioner shall be kept in abeyance till 15th June, 2016 and in the event the petitioner clears his dues, the same shall be deemed to have been set aside.

The Court would like to clarify that such offer has come from the petitioner and on the said undertaking, the matter is being disposed off and any violation of the same, besides leading to other consequences, shall also amount to contempt of Court. Further, in the event of violation of the undertaking aforesaid, it would be deemed

that the writ petition has been dismissed and the respondents shall be free to proceed with recovery of their outstanding amount against the petitioner in accordance with law.

(Ahsanuddin Amanullah, J)

Sujit/-

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