IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.409 of 2015

==

Arjun Sah, son of Late Dular Chand Sah, resident of village- Armauli, P.O.- Bahadurpur, P.S.- Sarairanjan, District- Samastipur.

.... Petitioner/s

Versus

1. The State of Bihar through Collector, Samastipur.
2. Land Development Bank, Branch Samastipur, through its Branch Manager.
3. The Branch Manager, Land Development Bank, Branch Samastipur.
4. The District Certificate Officer, Samastipur.

.... Respondent/s

==

Appearance :

For the Petitioner/s :

For the Respondent/s :

==

CORAM: HONOURABLE MR. JUSTICE AHSANUDDIN AMANULLAH

ORAL JUDGMENT

Date: 14-03-2016

Heard learned counsel for the parties.

The petitioner had initially filed the writ petition for quashing of Memo No. 226 dated 01.12.2014 issued by the respondent no. 4 by which the petitioner was called upon to deposit his dues with the Multi State Cooperative Development Bank Limited, Bihar-Jharkhand (hereinafter referred to as the 'Bank') by 11.12.2014, failing which warrant of arrest could be issued against him and also for quashing of the order dated 16.08.2014 passed by the same officer in Certificate Case No. 78 of 2005-06 by which the objection of the petitioner was rejected as well as for quashing of the Certificate Case No. 78 of 2005-06 and further for a direction to waive the loan under the Debt Waiver and Debt Relief Scheme 2008 and connected reliefs.

At the very outset, learned counsel for the Bank submits that as per its stands in the peculiar facts and circumstances of the present case, whatever outstanding dues is shown against the petitioner, after deducting about Rs. 10,00,000/-, the amount is Rs. 2,62,466/-, which if the petitioner pays, the matter can be settled.

Upon instructions from the petitioner, learned counsel appearing on his behalf submits that he is agreeable to the same but the Court may grant indulgence of six months for making the payment.

Learned counsel for the Bank submits that as an exceptional case, if it is not treated as precedent, the Bank is agreeable to settle the matter within six months. However, he submits that the Court may safeguard its interest so that the petitioner may not go back on his commitment.

In view of the aforesaid, the writ petition stands disposed off with a direction to the petitioner to pay the outstanding amount minus Rs. 10,00,000/-, which is round Rs. 2.62 lacs, latest by 30th September, 2016 either in instalments or at one time.

It is made clear that the indulgence shown to the petitioner on his own undertaking, any violation, besides leading to other penal consequence, shall also give a right to the Bank to recover the entire outstanding amount in accordance with law.

The Court would also like to observe with regard to the property mortgaged, if the petitioner comes with a buyer and satisfies the Bank's demand, it shall allow the property to be sold after taking the amount.

The present order being passed in the peculiar facts and circumstances of the case based on agreement between the parties shall not be treated as a precedent in future.

(Ahsanuddin Amanullah, J)

Sujit/-

U			