IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.871 of 2012

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1. M/S Byahut Vastralaya, Purani Gurhatti, Sahebganj, Chapra, Bihar through its Proprietor, Sri Ram Gopal Prasad Son of Late Raghunath Prasad Resident of Mohalla-Purani Gurhatti, Sahebganj, P.S.-Chapra, District-Saran At Chapra
2. Smt. Kalawati Devi Wife of Ram Gopal Prasad Resident of Mohalla-Purani Gurhatti, Sahebganj, P.S.-Chapra, District-Saran at Chapra

.... Petitioner/s

Versus

1. Punjab National Bank, Head Office, 7, Bhikhaiji Cama Place, New Delhi through the Chief Managing Director
2. The Chief Managing Director, Punjab National Bank, Head Office, 7, Bhikhaiji Cama Place, New Delhi
3. The Chief Manager, Special Assets Management Division, Punjab National Bank, Head Office, 7, Bhikhaiji Cama Place, New Delhi
4. The Zonal Manager, Zonal Office, Punjab National Bank, Patna, Bihar
5. The Regional Manager, Regional Office, Punjab National Bank, Muzaffarpur, Bihar
6. The Divisional Manager, Divisional Office, Punjab National Bank, Muzaffarpur, Bihar
7. The Chief Manager, Punjab National Bank, Chapra, Bihar
8. The Authorised Officer, Punjab National Bank, Chapra, Bihar
9. The Manager, Punjab National Bank, Hathuwa Marketm Chapra, Bihar
10. The District Magistrate, Saran at Chapra
11. The Sub-Divisional Officer, Sadar-Chapra, District-Saran at Chapra
12. The Superintendent of Police, Saran at Chapra
13. The Circle Officer, Sadar- Chapra, District-Saran

.... Respondent/s

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Appearance :

For the Petitioner/s : Mr. Arun Kumar, Adv.
For the Respondent/s : Mr. Neelu Agrwal, GA-6
For the Bank : Mr. Kumar Priya Ranjan, Adv.

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CORAM: HONOURABLE MR. JUSTICE JYOTI SARAN
ORAL ORDER

7 23-02-2016 Heard Mr. Arun Kumar, learned counsel for the petitioners, learned counsel for the State and Mr. Kumar Priya Ranjan, learned counsel for the Punjab National Bank.

By way of this writ petition, the petitioners questioned an order bearing Memo No. 2215 dated 5.10.2011 issued under the signature of the District Magistrate, Saran at Chapra in Misc. (Loan Recovery) Case No. 4 of 2011 whereby the Circle Officer has been directed to take possession of the property of the petitioner No.2 and handover the charge of the same to the authorized representative of the respondent Bank.

This matter was taken up for consideration on 30.1.2012 and when a willingness was shown by the petitioners to clear the entire dues subject to concession as may be granted by the Bank. According to the petitioners, a compromise camp was held on 24.6.2011 and the Bank had agreed to settle the issue at Rs. 15 lacs to be paid in instalments. The matter was adjourned requiring a response from the Bank and was again taken up on 31.1.2012 when learned counsel for the Bank informed that the dues were standing at Rs. 34 lacs approximately. It was suggested that if the petitioners are prepared to pay 25% thereof forthwith and the remaining in instalments, perhaps the Bank may agree to a settlement. The petitioners were directed to approach the Chief Manager on 9.2.2012 with a reasonable proposal. A proposal was submitted by the petitioners and which was referred to the Circle Office of the Bank for a decision.

While the writ petition remains pending that the matter instead of being settled, has worsened. I say so because a counter affidavit filed on behalf of the Bank on 14.9.2012 in paragraph 5 mentions that although the Bank was not ready to go below Rs. 28 lacs and which was duly intimated to the petitioner but he took no steps pursuant to the offer communicated to the petitioner vide letter dated 13.8.2012 and 29.8.2012 placed at Annexures A and B to the counter affidavit. In the meanwhile some further developments took place which are placed on record by way of supplementary counter affidavit of the Bank filed on 10.12.2015. It is stated that proceeding on the compromise present at Annexure-B to the counter affidavit dated 29.8.2012 that the petitioner sent 3 cheques but the same returned due to insufficient funds and thereafter no steps were taken by the petitioner to validate the payment resulting in institution of F.I.R. It is further intimated that the dues as on 30.11.2015 stands at Rs. 43,71,081/-. Some more affidavits followed which confirmed that the compromise had taken back seat and the dispute has resulted in institution of criminal cases in between the respective parties.

Notwithstanding with discontent prevailing between the parties that an effort was again made this Court to seek a possible settlement and when by order dated 12.1.2016 this Court allowed the parties to make another effort towards a possible settlement The matter after being adjourned on couple of dates, has been taken up today when it is stated at the bar by Mr. Ranjan appearing for the Bank that even when in the previous exercise for settlement undertaken in the year 2012, the Circle Office of the Bank did not accept to any settlement below Rs. 28 lacs and the petitioners after accepting, faultered on their commitment and have not taken any steps for repayment of the outstandings during the period, now they want a settlement at Rs. 20 lacs which is even below the settlement amount arrived at in 2012. It is contended by Mr. Ranjan that the dues in the meanwhile have enhanced to Rs. 50 lacs along with interest and thus it would not be in the financial interest of the Bank to accept the offer of the petitioners which is even below the earlier amount agreed upon by the parties. He submits that since the petitioner is not willing to offer a possible settlement amount the matter can be relegated for disposal on merits by the forum concerned.

Having heard learned counsel for the parties and considering the circumstances existing where the fault entirely is attributable to the petitioners in not honoring their commitments despite the indulgence given by this Court as well as the effort made by the Bank, I am not persuaded to grant any further indulgence in the matter and the writ petition is disposed of. The parties if so advised would be at liberty to avail of such other statutory remedies that may be available to them in law for attaching a finality to the dispute.

(Jyoti Saran, J)

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