

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
BENCH AT AURANGABAD**

**WRIT PETITION NO. 2155 OF 2013**

Maqbul S/o Suleman Sahikh .. Petitioner

**Versus**

Union of India and Others .. Respondents

Shri N. R. Thorat, Advocate for the Petitioner.

Shri A. S. Deshapnde, A. S. G. for the Respondent No. 1.

Shri V. H. Dighe, A. G. P. for the Respondent No. 2.

**CORAM : S. V. GANGAPURWALA AND  
A. M. BADAR, JJ.**

**DATE : 12TH JANUARY, 2016.**

**PER COURT :-**

1. Mr. Thorat, the learned counsel submits that, the petitioner has a holding of 5 acres of the land. As per the definition of a small and marginal farmer laid down in the Agricultural Debt Waiver and Debt Relief Scheme, 2008, the petitioner's holding 2 hectaers of land would come within the definition of the small and marginal farmer, inter alia, as per clause 5 of the said scheme would be entitled for waiver of the entire amount. The learned counsel submits that, the petitioner is also not called for O. T. S.

2. We have heard Mr. Deshpande, the learned A. S. G.

3. The loan obtained by the petitioner admittedly is for horticulture purpose, that is the allied activities to agriculture and the same is within the purview of

investment loan. As per clause 3 of the explanation of the said scheme the small and marginal farmer in case of a investment credit is the one whose principal loan amount does not exceed Rs. 50,000/-. The loan in question is for an amount of Rs.3,50,000/-. The petitioner, as such, would not come within the definition of small and marginal farmer so as to be entitled for the waiver of the entire loan.

4. As far as, one time settlement is concerned it is for the petitioner to approach the Bank. The Bank can consider the same, if it is in consonance with its scheme of O. T. S.

5. Writ petition is accordingly disposed of. No costs.

**[ A. M. BADAR, J. ]**

**[ S. V. GANGAPURWALA, J. ]**

sam/Jan.15