IN THE COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH, NAGPUR
WRIT PETITION NO.7000/2016
(Yogesh s/o Dnyaneshwar Nagpure vs. Bank of India)

Office Notes, Office Memoranda of Coram, appearances, Court's orders of directions and Registrar's orders	Court's or Judge's order

Mr.P.R. Puri, Advocate for the petitioner

CORAM : SMT. VASANTI A. NAIK &
MRS. SWAPNA JOSHI, JJ.
DATED : 15th December, 2016.

Heard.

By this Writ Petition, the petitioner seeks a direction against the respondent-Bank to accept the amount of Rs. 9,37,661/- from the petitioner, towards full and final settlement for the home loan advanced some time in the year 2011.

According to the petitioner, vide several communications, the petitioner informed the Bank that the petitioner was ready to repay the entire loan amount, but the bank did not give any response. It is stated that in this background, the petitioner would not be liable to pay the interest on the loan amount, from the date on which the petitioner first informed the Bank that the petitioner was ready to repay the loan amount. It is stated that the Bank is at fault in not accepting the loan amount from the petitioner. It is stated that the Bank would not be justified in claiming an amount of Rs. 13 lakh and odd, from the petitioner as it would be entitled to recover only a sum of Rs. 9,37,661.

We are afraid that the prayer made by the petitioner in this Writ Petition cannot be granted, in exercise of the writ jurisdiction. We have never came across an incident where a customer/debtor of the Bank goes with a pay-in-slip to deposit an amount in his loan account or, for that matter, his savings account, and the Bank has refused to accept the pay-in-slip and the deposit that is sought to be made. Merely writing letters to the Bank that the customer/debtor is ready to repay the debt but failure to actually pay would not absolve the debtor of his/her liability to pay the amount of interest. We are not inclined to hold that the petitioner would not be liable to pay the interest from the date on which the petitioner first informed the Bank that the petitioner is ready to repay the entire loan amount. If we grant the prayer made by the petitioner, every debtor would only communicate to the Bank that he/she is ready to repay the debt but not repay the same. In the circumstances of the case, the prayer made by the petitioner is liable to be rejected.

Hence, we dismiss the Writ Petition, with no order as to costs.

JUDGE **JUDGE**

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