

**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

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**Civil Writ Petition No.7702 of 2015
Date of decision: September 07, 2016**

Surender

....Petitioner

versus

Haryana Gramin Bank, Jhajjar

...Respondent

***CORAM: HON'BLE MR. JUSTICE AJAY KUMAR MITTAL
HON'BLE MR. JUSTICE RAMENDRA JAIN***

Present: Mr. Arun Yadav, Advocate
for the petitioner.

Mr. Anurag Jain, Advocate and
Ms. Preeti Taneja, Advocate for the respondent.

AJAY KUMAR MITTAL, J. (Oral)

1. In the instant writ petition filed under Articles 226/227 of the Constitution of India, the petitioner has prayed for issuance of a writ in the nature of certiorari for quashing the order dated 10.02.2015 (**Annexure P-4**) passed by District Revenue Officer, Jhajjar allowing the Application under Section 8(1) of Haryana Agricultural Credit Operations and Miscellaneous Provision (Banks) Act, 1973 (in short 'the Act') filed by the respondent-Bank.

2. Notice of motion was issued on 24.04.2015 on the undertaking given by learned counsel for the petitioner that the petitioner is ready to discharge his liability in installments and to show his bonafides, he is ready to deposit a sum of ₹ 3 lacs within a period of one week. On the next date of hearing i.e. on May 07,

2015, learned counsel for the petitioner stated that a sum of ₹ 3 lacs had been deposited on 28.04.2015 and thereafter on May 19, 2015, the sale of the property of the petitioner was stayed.

3. On August 07, 2015, it was submitted by learned counsel for the respondent-Bank that the Bank is ready to settle the loan account on receipt of ₹ 9.5 lacs to be paid within a period of one month, out of which, a sum of ₹ 3 lacs had already been deposited by the petitioner on 28.04.2015. Thereupon, learned counsel for the petitioner had stated that the outstanding amount can be paid by the petitioner only after sale of the crop in two installments i.e. in November-December, 2015 and April-May, 2016. The relevant portion of the order dated August 07, 2015 reads thus:

'Learned counsel for the respondent said that the Bank is ready to settle the loan account on receipt of ₹ 9.5 lacs provided the same is paid within one month. Out of the said amount of ₹ 9.5 lakhs, ₹ 3 lakhs already stand deposited by the petitioner.

Learned counsel for the petitioner states that the outstanding amount can be paid only after sale of crop in two installments i.e. in November-December 2015 and April-May, 2016.'

4. In terms of order dated September 14, 2015, the present case was referred to the Mediation and Conciliation Centre of this Court for settlement of the loan amount. However, the same was returned back to the Bench on account of non-appearance on behalf of the petitioner on several dates of hearing.

5. Today, it has been admitted by learned counsel for the petitioner that he is unable to state whether any amount or any installment has been paid by the petitioner in November-December, 2015 or April-May, 2016 to the respondent-Bank or not.

6. In such a situation, no ground for invoking equitable jurisdiction of this Court under Articles 226/227 of the Constitution of India is made out. Consequently, the writ petition is dismissed.

(AJAY KUMAR MITTAL)
JUDGE

September 07, 2016
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(RAMENDRA JAIN)
JUDGE

Whether speaking/reasoned?	Yes/No
Whether reportable?	Yes/No