IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.16394 of 2016

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Shambhu Prasad Son of Late Ramchandra Prasad Residance of Village Puithauri, P.S. Thawe, District Gopalganj

.... Petitioner

Versus

1. The State of Bihar through finance Secretary Finance Deparment, Bihar at Patna
2. The District Magistrate - cum- Collector, Gopalganj
3. The District Certificate Officer, Gopalganj
4. The Regiona Manager, Punjab National Bank, Muzaffer
5. The Branch Manager, Punjab National Bank , Gopalganj

.... Respondents

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Appearance:

For the Petitioner/s : Mr. Naresh Prasad, Adv.
For the State : Mr. Vipin Kumar Singh, Adv.
For the Bank : Mr. Kumar Priya Ranjan, Adv.

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CORAM: HONOURABLE MR. JUSTICE SHIVAJI PANDEY
ORAL JUDGMENT
Date: 24-07-2017

Heard learned counsel appearing for the respective parties.

2. In this case, the petitioner is challenging the proceeding of Certificate Case No.63/BL of 2015-16 pending before the Certificate Officer, Gopalganj and also made a prayer for adjustment of Rs.10,000/- which he has deposited by him in the Nazarat and grant No Dues Certificate.

3. The petitioner has taken a loan of Rs.2,24,000/- for the purposes of purchasing three wheeler. Time to time he has paid the loan amount. As the petitioner was not regular in depositing the loan amount, his account was declared "N.P.A." as upto April, 2017 total outstanding dues against the petitioner was Rs.1,30,197/- The petitioner filed an application before Bank, stating therein that he is not liable to pay the outstanding amount as the Union of India has remitted subsidy amount for adjustment of loan amount and as such, the Bank should provide details of balance outstanding dues, which should be demanded from him, but the Bank has refused to accept the request of the petitioner.

4. The Bank has filed counter affidavit, wherein it has been stated that the amount which has come from the Union of India is not the subsidy amount, but is the Guarantee amount, in the event of default in paying the loan amount, in such circumstance, the amount transmitted by the Union of India will be adjusted.

5. All the time, the petitioner has insisted for adjustment of the outstanding amount from the money come from Union of India, but the Bank has repeatedly explained its stand that the amount cannot be utilized for liquidating the outstanding dues, which is standing against the petitioner. This Court is of the opinion that it is a policy matter between the Union of India and the Bank and normally, the Court should not intervene in such matters unless the policy is shown to be violative of Article-14 of the Constitution of India or violative of any constitutional scheme.

6. In such view of the matter, the plea of the petitioner that the amount which has come from the Union of India be adjusted against his outstanding dues is not accepted and accordingly, the same is rejected.

7. However, learned counsel for the petitioner submits that the petitioner has deposited Rs.10,000/- in the treasury, which requires proper reconciliation with the loan amount. As the record itself indicates that the petitioner has deposited Rs.10,000/- at the time of his release on bail by the Certificate Officer, let the aforesaid amount be remitted to the Bank so that there should be proper accountancy of the outstanding dues against the petitioner. The Bank is directed to adjust the aforesaid amount, accordingly, fresh demand would be prepared, which the petitioner will be obliged to liquidate the rest outstanding dues.

8. With the aforesaid observations and directions, this writ application is disposed of.

(Shivaji Pandey, J)

pawan/-

AFR/NAFR	N.A.F.R.
CAV DATE	N/A
Uploading Date	31.07.2017
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