

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.7254 of 2017

=====

1. Bipin Kumar Singh, S/o Shri Baidyanath Singh, resident of Dr. K.C. Jha Gali, Nagarpalika Chouk, Ward No.18, Gangjala, P.S. & District- Saharsa.

.... Petitioner/s

Versus

1. The State Bank of India Through Its General Manager, having its Head Office at West Gandgi Maidan, Patna.
2. The General Manager, State Bank of India, Head Office, West Gandhi Maidan, Patna.
3. The Regional Manager, State Bank of India, Main Branch, State Bank of India Building, Court Campus, Saharsa.
4. The Chief Manager, State Bank of India, Main Branch, State Bank of India Building, Court Campus, Saharsa.
5. The Branch Manager, State Bank of India, Saharsa City Branch, Purab Bazar, Saharsa.

.... Respondent/s

=====

Appearance :

For the Petitioner/s : Mr. Raj Kishore Prasad, Advocate

For the Respondent/s : Mr. Kaushlendra Kumar Sinha, Sr. Advocate.

=====

CORAM: HONOURABLE MR. JUSTICE SHIVAJI PANDEY

ORAL JUDGMENT

Date: 12-07-2017

Heard learned counsel for the petitioner and learned counsel for the Bank.

Present writ petition has been filed for release of the vehicles which have been seized by the Bank on account of non-payment of installment of the loan amount.

Petitioner has taken a loan and purchased trucks vide registration no. BR-11S-2183 and BR-11T-2183 and he could not pay the installments in time, the account of the petitioner was



declared NPA. Notice was given for depositing the money. When the petitioner failed to pay the dues of the installments the Bank under the contract has seized the vehicles.

Learned counsel for the petitioner submits that petitioner has already paid all outstanding dues but Bank has refused to release the vehicles in absence of deposit of twelve installments in advance.

This Court vide order dated 10.7.2017 has granted time to the Bank to take instruction in the matter. Today statement has come from the Bank that petitioner, should pay about Rs. 2 lacs, is an outstanding dues which includes the cost incurred for recovery of the vehicles, vehicles of the petitioner would be released and in the event on default, the Bank should be given liberty to again recover the vehicles in terms of the contract. It goes without saying that if the petitioner would commit default in payment of the installments the Bank will be at liberty to recover the vehicles in terms of the Contract.

Petitioner is directed to pay all outstanding dues as on today and if he deposits the money in that event the Bank would be obliged to release the vehicles within 24 hours.

With the aforesaid observation and direction this writ



petition is disposed of.

(Shivaji Pandey, J)

Vinay/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	18.7.2017
Transmission Date	NA

