

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.1042 of 2017

=====

1. Dinanath Prasad Singh, Son of Late Ram Nandan Singh, Resident of Pioneer Co-Operative Colony, Bishunpur Pakari, P.S. - Beur, District - Patna at present Telecom Technician, S.D.O. Pones (East) B.S.N.L. Kankarbagh, Patna.

.... Petitioner/s

Versus

1. Chief General Manager, Canara Bank, Budh Marg, Patna-01.
2. Branch Manager, Canara Bank, Budh Marg, Patna -01.
3. Certificate Officer, Patna Sadar, Collectorate, Patna.
4. Principal General Manager, B.S.N.L. P.G.M.T.D. Telephone Bhawan, Patna.
5. Accounts Officer, P.G.M.T.D. Telephone Bhawan, Patna.

.... Respondent/s

=====

Appearance :

For the Petitioner/s	:	Mr. Raj Dular Sah
For the BSNL	:	Mrs. Renuka Sharma
For the Bank	:	Mr. Shiuvendra Roy
		Mrs. Sheela Sharma

=====

CORAM: HONOURABLE MR. JUSTICE SHIVAJI PANDEY

ORAL JUDGMENT

Date: 30-10-2017

Heard learned counsel for the petitioner and learned counsel for the State as well as BSNL

In the present case, small issue is involved that the Bank has made a demand of Rs.22, 184.50 as has been claimed that employee (petitioner) is liable to pay the same by way of interest as Bank has not credited the same on the due date.

The petitioner who is an employee of BSNL has taken a loan from the Canara Bank vide Loan Account No. 1434626000298 for an amount of Rs. 2,79,000/- by way of personal loan and as per MOU with BSNL the money was to be



deducted from the salary of the petitioner and to be deposited by 10th of each month. As per petitioner he has already deposited 60 installments of Rs.6035/ each month and Bank has wrongly made a demand and started a certificate proceeding vide Certificate Case No.117 of 2016-17.

Bank has filed its counter affidavit wherein Bank has given a chart in what manner the calculation has been made and has claimed that though installments have been paid but not in due time and accordingly under the heading of interest, the employee is to pay Rs.22,184/- Counter affidavit of BSNL shows that there is memo of understanding with the Bank that by 10th of each month money has to be credited in the loan account which they have done.

In view of the counter affidavit filed on behalf of the BSNL, this Court is of the view that there is no laches on the part of the employee (petitioner). As per terms of the agreement entire installments have been deposited by the BSNL and there is no laches on the part of the BSNL to deposit the amount. If the Bank feels that there is outstanding dues of Rs. 22,184/- they have to approach before the BSNL for settlement of dispute but they cannot realize the amount from the employee (petitioner).

In such view of the matter, the certificate proceeding in



Certificate Case No.117 of 2016-17 is quashed with the liberty to the Bank that, if so like, they may settle the account with the BSNL.

With the aforesaid observation and direction this writ petition is allowed.

(Shivaji Pandey, J)

Vinay/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	7.11.2017
Transmission Date	NA

