

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.6156 of 2015

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1. Baidyanath Prasad Ray, S/o Late Ramgati Prasad Yadav, Resident of Village-Balughat Singhara, P.S.- Mahua, District- Vaishali.

.... Petitioner/s

Versus

1. The Union of Indian through Principal Secretary, Ministry of Finance, Govt of India New Delhi.
2. General Manager, Uttar Bihar Gramin Bank, Sharma Complex, Kalambagh Chowk, Muzaffarpur.
3. Regional Manager, Uttar Bihar Gramin Bank, Ramashish Chowk, Hajipur District Vaishali.
4. Branch Manager, Uttar Bihar Gramin Bank, Branch- Singhara, District Vaishali.
5. Financial Counselor (FI), Uttar Bihar Gramin Bank, Lalganj, District- Vaishali.
6. Sparrow Softech Pvt. Ltd. through its Project Manager, Financial Inclusion, having its registered office at GS-4, GS-10, Vinayka Apartment, Kadru, Ranchi.

.... Respondent/s

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Appearance :

For the Petitioner/s : Mr. Anuj Kumar

For the Respondent No.1: Mrs. Kanak Verma, CGC

For the Bank :Mr. Prabhakar Jha

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CORAM: HONOURABLE MR. JUSTICE SHIVAJI PANDEY

ORAL JUDGMENT

Date: 17-10-2017

Heard the parties.

In the present case, petitioner has raised a grievance that during subsistence of the agreement his over-draft bearing 1000531430000025 has been blocked.

The Uttar Bihar Gramin Bank has been sponsored by the Central Bank of India having its 18 branches and regional office at different places. Bank for the purposes of ambitious growth trajectory with massive organizational development initiatives aimed at being at forefront for bringing about a developmental revolution in its command area. The Uttar Bihar Gramin Bank has hired the services of Sparrow Softech Pvt. Ltd. to look after



its Financial Inclusion Projects and appoint CSPS for rural areas to enroll people to open and operate bank account under the Financial Inclusion Project for The Uttar Bihar Gramin Bank. For the aforesaid purposes work, the Sparrow Softech Pvt. Ltd. engaged the petitioner through an agreement is apparently clear from letter dated 14.4.2013 for the period three years.

As per claim of the petitioner during subsistence of the period of agreement his bank O.D. account has been blocked. It is admitted that he was neither an employee of the Uttar Bihar Gramin Bank nor he was employee of Central Bank of India rather he was employed by private by private agency inasmuch as the period of agreement is over. Writ petition is not maintainable for enforcement of private agreement against private person by private employee whose period of service is over.

In such view of the matter, this writ petition is not maintainable. Accordingly the same is dismissed.

Vinay/-

(Shivaji Pandey, J)

AFR/NAFR	NAFR
CAV DATE	NA
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