IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.1292 of 2018

==

Umesh Kumar Sharma Son of late Jagdish Sharma R/o village +P.O.- Haripur, P.S. Alauli, District Khagaria.

.... Petitioner/s

Versus

1. The Regional Manager Bihar Gramin Bank , North HFC Gate, N.H. 31, Post Bihat, District Begusarai.
2. The Authorized Officer, Bihar Gramin Bank Gramin Bank Chowk, North H.F.C. Gate , N.H. 31, Post Bihat, District- Begusarai.
3. The Branch Manager, Bihar Gramin Bank, Harpur Branch, Khagaria.

.... Respondent/s

==

Appearance :

For the Petitioner/s : Mr. Rajendra Prasad, Sr. Advocate
Mr. Dhananjay Kumar Pandey, Adv

For the Respondent/s : Mr. Ranjeet Kumar Pandey, Advocate

==

CORAM: HONOURABLE MR. JUSTICE VIKASH JAIN

ORAL JUDGMENT

Date: 02-04-2018

Heard learned counsel for the petitioner and learned counsel for the respondent-bank.

<u>I.A. No. 1726 of 2018</u>

2. This interlocutory application has been filed for directing the respondent-bank to return the physical possession of the house of the petitioner.

3. Having regard to the nature of the prayer, I.A. No. 1726 of 2017 is allowed and treated as forming part of the main writ petition.

<u>CWJC No. 1292 of 2018</u>

4. Learned counsel for the petitioner submits that the petitioner is ready and willing to settle the outstanding dues of the bank. Pursuant to an opportunity granted by this Court in its judgment dated 22.12.2017 passed in

CWJC No. 11821 of 2017, the petitioner has duly made payment of Rs. 2,50,000/- on 26.12.2017 itself. It is submitted that the bank be directed to accept the payment legitimately due from the petitioner and close the SARFAESI proceedings.

5. Learned counsel for the respondent-bank on the other hand opposes the writ petition, inviting attention to the bank's letter dated 03.01.2018 (Annexure-6). No doubt the petitioner had deposited an amount of Rs. 2,50,000/- on 26.12.2017, but that was only with a view to ward off the impending auction of the mortgaged property fixed on 27.12.2017. In view of the said payment, the bank had returned the demand drafts and earnest money deposit of the proposed bidders and required the petitioner to deposit the balance amount of Rs. 6,40,662/- in three equated monthly instalments. A further letter dated 06.03.2018 was also issued to the petitioner to the same effect, but no action was taken for making any payment by the petitioner.

6. Having heard the parties and on consideration of the materials on record, this Court is not inclined to interfere in the matter. It would appear that the petitioner's appeal in S.A. No. 74 of 2015 was dismissed for default by the Debts Recovery Tribunal, Patna. Thereafter, M.A. No. 17 of 2015 was filed for recall of the dismissal order but the same was not entertained and was rejected by order dated 22.12.2016 (Annexure-2). The petitioner does not appear to have taken recourse to statutory appeal for redressal of his grievances, nor complied with the letter of the bank requiring payment of outstanding dues in three equated monthly instalments.

7. In the above circumstances, the writ petition stands dismissed.

(Vikash Jain, J)

Chandran/BT

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	07.04.2018
Transmission Date	NA