

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.8136 of 2015

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Sarvesh Kumar Singh Son of Sri Pramod Kumar Singh, Resident of 102/A
Sapna Apartment Ram Nagari, Ashiyana Nagar Sector-3, P.S. Rajiv Nagar
District - Patna- 800025.

.... Petitioner

Versus

1. The State of Bihar through the certificate Officer, Patna Sadar, Patna.
2. The Presiding Officer, Lok Adalat, Patna.
3. Allahabad Bank through the Recovery officer, Recovery Branch, Patna.
4. The Manager, Allahabad Bank, Kotwali Branch, Patna.
5. D.M. Patna.

.... Respondents

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Appearance :

For the Petitioner : None

For the Respondents : Mr. Ajay Kumar Sinha
Mrs. Manju Jha, Advocates.

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CORAM: HONOURABLE MR. JUSTICE VIKASH JAIN

ORAL JUDGMENT

Date: 28-08-2018

The present writ petition has been filed for the
following reliefs –

*“(i) For issuance of a writ in the nature of certiorari or any
other appropriate writ or writs, to quash and set aside the
certificate proceeding as Certificate Case No. 608/12-13
pending in the court of Certificate Officer, Patna Sadar,
Patna against the petitioner.*

*(ii) For issuance of a direction to the respondents nos. 3
and 4 to accept the amount of Rs. 2,50,000/- (Rupees two
lacs fifty thousand) as the principal amount and Rs.
50,000/- (Rupees Fifty thousand) as interest total Rs.
3,00,000/- (Rupees Three Lakhs) in four equal monthly
instalments from the petitioner as agreed before the*



respondent no. (Lok Adalat)."

2. None appears on behalf of the petitioner despite repeated calls.

3. A perusal of the averments in the writ petition discloses that the main grievance of the petitioner arises from the claim that pursuant to negotiation between the petitioner and Bank authorities in presence of the Presiding Officer, Lok Adalat, Patna and oral settlement was arrived at in terms of which the petitioner would pay the rest amount of Rs. 2,50,000/- as principal and Rs. 50,000/- as interest to the Bank within four months (paragraph-12). It has been stated that however the respondent Bank did not adhere to the oral agreement and insisted upon payment of the entire loan along with interest.

4. Learned counsel for the respondent-Bank opposes the writ petition, inviting reference to paragraph-5 of the counter affidavit. It is stated that the Chief Manager, Allahabad Bank, ARMB, Patna by letter dated 01.06.2015 has informed that no oral or written agreement had been arrived at between the parties before the Lok Adalat, Patna.

5. Having regard to the specific denial with regard to any agreement between the parties as stated in the counter affidavit, which has not been responded to and no rejoinder thereto has been



filed on behalf of the petitioner, this Court finds the writ petition to be devoid of merit. No material has been brought on record by the petitioner to corroborate the claim of an agreement having been arrived at before the Lok Adalat, Patna.

6. The writ petition accordingly stands dismissed.

(Vikash Jain, J)

Md. Ibrarul/BT

AFR/NAFR	NAFR
CAV DATE	N.A.
Uploading Date	01.09.2018
Transmission Date	N.A.

