

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.8632 of 2015

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Dr. Mukesh Kumar Singh @ Mukesh Kumar Chauhan Son of Sri Umesh Prasad Singh, Aansh Dental Hospital, Opposite Petrol Pump, Station Road Hazipur, Police Station Hazipur, District Vaishali.

.... Petitioner

Versus

1. The Zonal Manager, Bank of India, Patna.
2. The Senior Manager, Bank of India, Rajendra Chauk, Hazipur, Vaishali.
3. D.K. Agrawal, Senior Manager, Bank of India, Rajendra Chauk, Hazipur, Vaishali.
4. The Branch Manager, Bank of India, Hazipur Branch, Vaishali.
5. The Certificate Officer, Hazipur, Vaishali.

.... Respondents

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Appearance :

For the Petitioner : Mr. Santosh Kumar Sinha -2, Advocate

For Respondent-Bank : Mr. Ajay Kumar Sinha, Advocate

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CORAM: HONOURABLE MR. JUSTICE VIKASH JAIN

ORAL JUDGMENT

Date: 29-08-2018

Heard learned counsel for the petitioner as well as learned counsel for the respondent-Bank.

2. The present writ petition has been filed for quashing the entire proceeding initiated before the Certificate Officer, Hazipur, Vaishali (respondent no. 5) as Certificate Case No. 02 of 2014-15 on the requisition made by the Bank for realization of amount of Rs. 1,62,650/-.

3. Learned counsel for the petitioner submits that despite compromise entered into between the parties on the request of the petitioner by letter dated 23.10.2013, proposal of the petitioner was accepted by the respondent-Bank on 23.01.2013, as endorsed thereon (Annexure-3). It is submitted that the petitioner paid the amount of Rs.



1,60,000/- and requested the Bank with regard to payment of the balance amount payable in five equal monthly instalments in terms of the compromise. It is submitted that the Bank however refused to issue any letter and as such, the same was not paid. A representation was also made to the Regional Manager of the respondent-Bank on 10.09.2014 (Annexure-5) but no action thereon has been taken.

4. Learned counsel for the respondent-Bank appears and opposes the writ petition. No counter affidavit has been filed on behalf of the Bank.

5. Having heard learned counsel for the parties and on careful consideration of the materials available on record, this Court is not inclined to interfere in the matter. The petitioner is unable to show when payment of Rs, 1,60,000/- has been paid nor the mode and manner thereof. It is also not clear that if a compromise was entered into why the petitioner kept insisting for a letter from the Bank for the remaining amount of Rs. 20,000/- payable in instalments. There is nothing to indicate that such payment has been made till date.

6. The writ petition accordingly stands dismissed.

B.T/-

(Vikash Jain, J)

AFR/NAFR	NAFR
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