

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.12938 of 2013

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M/S Renuka Oil Mill Its Proprietor, Jhameli Lal Sah, Son Of Late Bechan Sah
Resident Of Mohalla- Bari Patan Devi, Garhpar, Maharajganj, P.S.- Alamganj,
District- Patna

.... Petitioner

Versus

1. The Allahabad Bank through Its Regional Manager, Allahabad Bank, Patna, Bihar
2. The Zonal Manager, Allahabad Bank, Bailey Road, Near Kotwali Thana, Patna-800001
3. The Branch Manager, Allahabad Bank, Patna City, District- Patna

.... Respondents

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Appearance :

For the Petitioner : None

For the Respondents : Mr. Shambhu Nath, Advocate

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CORAM: HONOURABLE MR. JUSTICE VIKASH JAIN

ORAL JUDGMENT

Date: 27-08-2018

None appears on behalf of the petitioner despite repeated calls.

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

“(A) For issuance of an appropriate writ/writs, commanding and directing the respondents to receive settlement loan amount in the year 2005 sum of Rs. 85,000/- (Eighty five thousand) of petitioner and return original sale deed.

(B) For issuance of appropriate writ/writs, commanding and directing the respondents to stay notices to the petitioner by the respondents for recovery of loan amount which petitioner is ready to pay settlement amount if the respondents return



original sale deed.

(C) To grant any other relief/reliefs to the petitioner as per provision of law."

3. A perusal of the averments made in the writ petition discloses that the main contention raised by the petitioner is that on the basis of the compromise said to have been arrived at between the parties, payment of Rs. 85,000/- has been made by the petitioner to the respondent-Bank towards full and final settlement of the loan amount. It is stated that some amount was paid and the petitioner expressed willingness to pay further amounts upon being given written assurance by the Bank for returning the original sale deed, which was however not responded to.

4. Learned counsel for the respondent-Bank opposes the writ petition, submitting that the petitioner has suppressed the material facts and made misleading statements in the writ petition. A categorical statement has been made in paragraph 10 of the counter affidavit to the effect that the respondent-Bank never entered into any compromise with the petitioner, muchless for an amount of Rs. 85,000/- in satisfaction of the loan. This fact is evident from the offer letter of the petitioner itself (Annexure-1) wherein the petitioner had offered down payment of Rs. 2,000/- upto 16.03.2005 and the rest amount by disposal of the mortgaged property within six months.



5. Having regard to the statements made in the counter affidavit as aforesaid which have not been disputed or controverted by the petitioner and no rejoinder thereto has been filed, this Court finds the writ petition to be devoid of merit and the same is accordingly dismissed.

(Vikash Jain, J)

B.T/Chandran

AFR/NAFR	NAFR
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