IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.2605 of 2019

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Jairam Ram, Son of Shivmuni Ram, Resident of Village- Tiyara, P.O.- Manoharpur, P.S.- Rajpur, District- Buxar.

... ... Petitioner/s

Versus

1. The State Of Bihar through the District Magistrate, Buxar.
2. The Branch Manager Bank of Baroda, Main Road, Buxar, District- Buxar, Pin 802101.
3. The Dy. General Manager Bank of Baroda, Zonal Office, Boaring Canal Road, Patna, District- Patna.

... ... Respondent/s

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Appearance :

For the Petitioner/s	:	Mr.Kamlesh Kumar, Adv.
For the Respondent/s	:	Mr.Manoj Kumar, AC to GP 24.

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CORAM: HONOURABLE MR. JUSTICE RAJEEV RANJAN PRASAD

ORAL ORDER

3 03-05-2019 Dr. Anshuman, learned counsel representing the respondent Bank has informed this Court that the counter affidavit has not been filed on behalf of the Bank but he has got instruction to say that as on today if the petitioner wants to liquidate the entire loan and close the account, he would be liable to pay Rs.57,94,763.90/-. Learned counsel for the Bank also points out that earlier the petitioner had agreed in the Lok Adalat for an amount of Rs.35 Lakhs, an award was passed accordingly but the petitioner failed to abide by the award. In such circumstance, when he moved before the Debts Recovery Tribunal, Patna in SA No.199 of 2017 against the SARFAESI action taken by the Bank, the Debts Recovery Tribunal

disposed of the said application on 10.02.2018 saying that nothing remains for adjudication when the matter has already been settled between the parties. The petitioner again filed MA No.55 of 2018 before the Tribunal seeking an extension of time for four months to deposit the amount in pursuance of the order passed in Lok Adalat on 10.02.2018. MA No.55 of 2018 came to be disposed of on 08.10.2018 by which the Presiding Officer, Debts Recovery Tribunal refused to entertain the Misc. Application. It was his finding that the order passed in the Lok Adalat was with consent of both he parties and the settlement amount was to be paid up to 10.05.2018, the Misc. Application was filed on 15.05.2018 for grant of four months time. After filing of the application even that four months time had passed away and the petitioner was still looking for some time.

Learned counsel for the petitioner submits that the Bank may be directed to accept Rs.35 Lakhs by way of settlement and close the amount.

This Court sitting under Article 226 of the Constitution of India would not re-validate the settlement/compromise which were reached between the parties as back as on 10.02.2018 in the Lok Adalat. The settlements has failed and the Debts Recovery Tribunal has rightly taken note of the fact that the petitioner had failed to pay the amount even within the four months period which he was looking for by way of extension. This Court finds no illegality or infirmity in the order dated 08.10.2018. It is for the petitioner to pursuade the respondent Bank and its authorities to accept the settlement amount if they are so willing in accordance with the banking norms and procedures which are to be followed in the matter of recovery of the loan amount. In this regard the Bank would be required to follow its recovery policy.

In case the petitioner makes an application before the competent authority for acceptance of the settlement amount, the authorities concerned may take an appropriate decision there on including to intimate the petitioner as to what extent the Bank may accept the amount for the purpose of closure of the amount. Such communication will be made to the petitioner within a period of 30 days from the date of receipt of a request in this regard.

The writ application stands disposed of, accordingly.

(Rajeev Ranjan Prasad, J)

R.R.Ojha/-

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