IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No. 3934 of 2019

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Ashok Kumar Manjhi @ Ashok Manjhi, aged about, Gender Male, Son of Haricharan Manjhi @ Harichandra Manjhi, Resident of Village- Konhwa, P.O. Pasrama, P.S. Gopalganj, District- Gopalganj.

... ... Petitioner/s

Versus

1. The State of Bihar through the Collector, Gopalganj.
2. The District Certificate Officer, Gopalganj.
3. The Uttar Bihar Gramin Bank, Regional Office, Gopalganj through its Authorized Officer.

... ... Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Naresh Prasad, Advocate
For the State	:	Mr. Anuj Kumar, AC to GP 24
For the Respondent No. 3	:	Mr. Prabhakar Jha, Advocate

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CORAM: HONOURABLE MR. JUSTICE AHSANUDDIN AMANULLAH

ORAL JUDGMENT

Date : 27-05-2019

Heard learned counsel for the petitioner; learned AC to GP 24 for the State and Mr. Prabhakar Jha, learned counsel for the Uttar Bihar Gramin Bank (hereinafter referred to as the ‘Bank’).

2. The petitioner has moved the Court for the following reliefs:

> *"(i) To issue an appropriate writ in the nature of writ of mandamus for commanding the respondents to accept the loan amount in installments and pass such other order/orders, direction/directions as your Lordships may deem fit and proper in the facts and circumstances of the case.*
>
> *(ii) To issue an appropriate writ in the nature of writ of certiorari for quashing the Certificate Case No. 99/BC/2018-19 whereunder and whereby the certificate officer issue N.B.W. to the petitioner for recovery of debts and interest amounts Rs. 8,89,558/- (Rupees Eight lakhs eighty nine thousand five hundred and fifty eight) only.*
>
> *(iii) To issue an appropriate writ in the nature of writ of certiorari for quashing the order dated 28.01.2019 passed by the Authorized Officer, Uttar Bihar Gramin Bank, Regional Office, Gopalganj whereunder and whereby the authorized officer published notice through Newspaper to the petitioner and general public regarding the mortgage property bearing Khata No. 70, Survey No. 161, Area 4 Kathas 14 dhurs, Thana No. 53 at Village Konhwa, P.S. Gopalganj, District Gopalganj because the Bank has taken possession of the aforesaid land till realization of recovery of debts along with interest."*

3. Basically, the petitioner is aggrieved by twin proceedings against him for recovery of a loan by which the Bank has also taken notional possession.

4. Learned counsel for the petitioner submitted that as of now his total outstanding will come to about Rs. 9,00,000/- plus interest thereon.

5. Learned counsel for the petitioner submitted that he is ready to pay the due but in installments. However, he submitted that the Court may interfere in the manner the Bank is taking

double coercive action against the petitioner and also notionally attaching the property.

6. On such plea, the Court called upon learned counsel for the Bank as to whether he would be agreeable, when the petitioner himself is ready to pay the amount in installments, for allowing the interest to stop after six months and thereafter giving a grace period of six months for complete liquidation of the loan amount, learned counsel fairly submitted that for the purpose of finally settling the issue and preventing further litigation and also in the larger public interest where public money is recovered, the Bank would not be averse to the formula suggested by the Court.

7. The Court records its appreciation for the fair and practical stand taken by the Bank which is clearly also equitable and can resolve the issue where public money substantially can be recovered from persons who are prone to create further litigation without there being recovery.

8. Learned counsel for the State also submitted that the Court may pass appropriate orders in terms of what has been observed earlier in the order.

9. Accordingly, the writ petition stands disposed off in the following agreed terms:

(a) The Bank shall calculate the total amount, including interest till 30th of November, 2019.

(b) The petitioner shall ensure that the entire amount as on 30th November, 2019 is liquidated by 31st May, 2020.

(c) The petitioner shall start making payment in installments every two months, starting from July, 2019.

(d) Till such time, no coercive action shall be taken against the petitioner in the certificate case and the case under SARFAESI Act.

(e) If the petitioner fulfills the commitment and repays the amount latest by 31st of May, 2020, the entire proceeding of Certificate Case No. 99/BC/2018-19, against the petitioner pending before the District Certificate Officer, Gopalganj as well as the notice issued to the petitioner under the SARFAESI Act shall stand quashed.

10. Before parting, the Court makes it clear that if there is any default on the part of the petitioner, besides it being taken seriously as violation of an undertaking given before the Court entails consequences in accordance with law, the Bank shall also be free to charge up-to-date interest and take all measures, including coercive measures, both under the Public Demand Recovery Act as well as SARFAESI Act, in accordance with law.

It shall further be open for the Bank to initiate appropriate proceeding before this Court against the petitioner if he fails in his commitment.

(Ahsanuddin Amanullah, J.)

P. Kumar

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