

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.40 of 2016

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Md. Nawab son of Late Gauhar Ali, resident of Mohalla-Prabhat Colony,
Bhagwanpur, P.S. Muzaffarpur Sadar, District-Muzaffarpur

... .. Petitioner/s

Versus

1. The State of Bihar through District Magistrate, Muzaffarpur
2. The Managing Director, Bihar State Housing Board, District-Patna
3. Executive Engineer, Bihar State Housing Board, District-Muzaffarpur
4. Revenue Officer, Bihar State Housing Board, Patna

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr.Arun Kumar
For the State	:	Mr. Ravish Chandra, AC to SC-6
For the Housing Board	:	Dr. Anand Kumar

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CORAM: HONOURABLE MR. JUSTICE MOHIT KUMAR SHAH

ORAL ORDER

6 14-11-2019

The present writ petition has been filed for quashing

the letter dated 28.03.2014 issued by the Executive Engineer,
Bihar State Housing Board, Muzaffarpur, whereby and
whereunder a sum of Rs. 5,37,406.85 has been demanded from
the petitioner pertaining to the outstanding amount of loan
taken by the petitioner as also the interest payable upon the
same.

Admittedly, an agreement dated 01.07.1980 was
entered into between the petitioner and the respondent Board ,
whereby and whereunder the petitioner has taken a loan of Rs.
22,000/- on the terms and conditions mentioned therein. It
appears that on account of certain defaults, the full amount of
loan could not be paid and the same swelled up to a sum of Rs.
5.37 lacs approximately on account of interest having been
saddled by the respondent Board, purportedly in terms of the
terms and conditions of the aforesaid agreement dated



01.07.1980.

On the contrary, it is the case of the petitioner that the petitioner had approached the respondent Board several times to make him aware about the balance amount of outstanding loan so that he could re-pay the same, however, he was not informed about the same which resulted in illegal and arbitrary demands being raised by the respondent Board.

Having regard to the facts and circumstances of the case and considering the fact that contractual obligations existing from the aforesaid agreement dated 01.07.1980, which also contains an arbitration clause, cannot be enforced/adjudicated in a writ jurisdiction under Article 226 of the Constitution of India, this Court deems it fit and proper to grant liberty to the petitioner to approach the Managing Director, Bihar State Housing Board, Patna for redressal of his grievances by filing appropriate representation within a period of four weeks from today, which shall be examined by the Managing Director of the respondent Board sympathetically, who would also consider the possibility of extending the facility of One Time Settlement so that the petitioner can be absolved of his liabilities and the



respondent Board can also get some money.

It is needless to state that the final decision shall be taken by the Managing Director of the respondent Board within a period of eight weeks of filing of the representation by the petitioner herein.

The writ petition stands disposed off on the aforesaid terms.

(Mohit Kumar Shah, J)

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