

HON'BLE SRI JUSTICE V. RAMASUBRAMANIAN

AND

HON'BLE SRI JUSTICE P.KESHA RAO

WRIT PETITION No. 1520 OF 2019

ORDER: *(per V. Ramasubramanian, J)*

- 1) Aggrieved by the time fixed by the bank for payment of the dues under a one time settlement offer, the borrower has come up with the above writ petition.
- 2) Heard Mr.Vedula Srinivas, learned counsel for the petitioner. M/s. Pearl Law Associates takes notice for the respondents.
- 3) By a letter dated 15.06.2018, the bank offered a One Time Settlement to the petitioner, in a sum of Rs.600.00 lakhs.
- 4) After adjusting the sum of Rs.45.50 lakhs already deposited in a no Lien account of someone else, the bank stipulated that the balance One Time Settlement Amount of Rs.554.50 lakhs should be paid within thirty days.
- 5) Contending that the fixation of time limit of thirty days for payment of such a huge amount is totally arbitrary and seeking extension of time, the petitioner has come up with the above writ petition, after making representations to the bank.
- 6) The very prayer of the petitioner in the writ petition is for a direction to the bank to consider their case by extending the benefit of One Time Settlement by providing a further period of six months. The date of letter whereby One Time Settlement was offered, was 15.06.2018. The six months of the period that the petitioner could have sought on the date of One Time Settlement offer expired on 15.12.2018.

Moreover, the One Time Settlement offer dated 15.06.2018 was actually accepted by a letter dated 28.06.2018.

7) As we are repeatedly holding, the decision of a bank to going for a One Time Settlement, is a commercial decision, whose validity or correctness cannot be tested with judicial precision. It is always open to a party to accept or reject a One Time Settlement.

8) Therefore, the Writ Petition is dismissed. However, this will not preclude the bank, if they so desire, from considering any representation of the petitioner.

As a sequel, miscellaneous petitions, if any, pending in the Writ Petition stand dismissed. No order as to costs.

V. RAMASUBRAMANIAN, J

P. KESHAVA RAO, J

January 29, 2019
gkv

