IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.309 of 2020

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Pramod Kumar Gender-male, age-about 50 Years, Managing Partner, M/S Prabha Cold Storage (Mohalla-Brahmpura, Laxmi Chowk, Muzaffarpur), S/o-Nagendra Sah, Resident of Ward No.2, Krishna Toli, Laxmi Chowk, Brahmpura, Near Brij Bihari Prasad House, MIT, P.s.-Brahmpura, District-Muzaffarpur.

... ... Petitioner/s

Versus

1. The State of Bihar through the Principal Secretary, Department of Home, Govt. of Bihar, Patna.
2. The District Magistrate, Muzaffarpur, Bihar.
3. The Central Bank of India through The Chairman and Managing Director, Central Bank of India, Chandramikhi, Nariman Point, Mumbai, Maharashtra.
4. The Chairman and Managing Director, Central Bank of India, Chandramukhi, Nariman Point, Mumbai, Maharashtra.
5. The General Manager, Central Bank of India, Muzaffarpur, Patna
6. The Zonal Manager, Central Bank of India, Maurya Lok, Patna, BIhar.
7. The Regional Manager, Central Bank of India, Maurya Lok, Patna, Bihar.
8. The Senior Branch-Cum-Branch Manager, Central Bank of India, Sahupokhar Branch, Muzaffarpur.

... ... Respondent/s

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Appearance :

For the Petitioner/s : Mr.Vikas Ratan Bharti

For the Respondent/s : Mr.Manish Kumar (Gp4)

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CORAM: HONOURABLE MR. JUSTICE MOHIT KUMAR SHAH

ORAL JUDGMENT

Date : 18-02-2020

The present writ petition has been filed for directing the respondents to grant reasonable time of two years with facility of paying the loan in instalments in order to enable the petitioner to pay back his due loan amount.

The case of the petitioner in brief is that the petitioner is Managing Partner of a firm in the name and style of M/s

Prabha Cold Storage and he had taken loan from the Respondents- Central Bank of India, Muzaffarpur, however, subsequently, he is stated to have requested the Regional Manager, Central Bank of India, Muzaffarpur, Bihar to restructure the loan in order to enable the petitioner to repay the loan amount, nonetheless, the petitioner received a notice under Section 13(4) of the SARFAESI Act dated 28.12.2018, whereafter the petitioner had filed a writ petition before this Court bearing CWJC No. 636 of 2019, however the same was disposed off by a coordinate bench of this Court vide order dated 17.1.2019 and the petitioner was permitted to withdraw the writ petition with liberty to move the Debts Recovery Tribunal, Patna, challenging the action taken by the Respondent-Bank under Section 13(4) of the SARFAESI Act, 2002.

It appears that the petitioner had then filed an application before the Debts Recovery Tribunal, Patna bearing SA No. 25 of 2019 and during the course of the said proceedings, the petitioner is stated to have handed over DD/ cheques of Rs. 75,00,000/- whereupon the learned DRT by an order dated 9.4.2019 had directed to reopen /unlock the dwelling house of the petitioner, subject to the cheque of Rs. 7,00,000/- being honourned, however, it appears that the said cheque of Rs. 7,00,000/- had bounced, hence, the lock of the dwelling house of the petitioner was not opened. The petitioner had then again approached this Court by filing yet another writ petition bearing CWJC No. 21583 of 2019 and a coordinate Bench of this Court by an order dated 25.10.2019 had disposed of the said writ petition and had directed the petitioner to hand over a demand draft of Rs. 7,00,000/- whereupon the Bank was directed to open the lock of the residential premises of the petitioner and hand over the possession thereof to the petitioner, subject to the condition that the petitioner shall abide by his undertaking given in paragraph no. 13 of the writ petition to the effect that in case, the Bank authorities grant installments, the petitioner would definitely repay this loan amount. In such view of the matter, the aforesaid coordinate bench of this Court, by an order dated 25.10.2019, had directed the competent authority / authorized officer of the Bank to inform the petitioner about the total outstanding amount, after adjusting a sum of Rs. 75,00,000/-, already paid by the petitioner, as well as the time frame within which the said amount is required to be paid.

It appears that in compliance of the aforesaid order dated 25.10.2019 passed by a coordinate Bench of this Court in CWJC No. 21583 of 2019, the Bank had unlocked and handed over the possession of the property situated at Mohalla-Brahmpura, Bhrij Bihar Prasad Lane, P.S-Brahmpura, District-Muzaffarpur to the petitioner herein and by a letter dated 8.11.2019 had also communicated to the petitioner that as on 31.10.2019, the total outstanding amount liable to be paid to the Bank is Rs. 2,76,09,804/- and in order to honour the directions of the Hon’ble High Court, Patna, the Bank is granting the facility of payment of the aforesaid amount in four equal installments, starting from November, 2019 to February, 2020.

The learned counsel for the petitioner has submitted that since it is not possible to pay the aforesaid outstanding amount in four installments, the petitioner had requested the Bank through various representations to grant more installments, however, the Bank has not responded.

I have heard the learned counsel for the parties and perused the materials on record and I find that already this Hon’ble Court has granted lot of indulgences to the petitioner in the past, hence, no further indulgence can be granted to the petitioner in view of the admitted fact that a huge sum of Rs. 2,76,09,804/- is outstanding for payment to the Bank, which has not been disputed by the petitioner, but still the petitioner has not taken any initiative to at least come out with any concrete proposal for re-paying the aforesaid outstanding loan amount due to be paid to the Bank, hence, this Court would only say that equities are not in favour of the petitioner herein and moreover, this Court cannot be a party to the dilatory tactics, being engaged in by the petitioner herein for the purposes of avoiding making payment of the outstanding loan amount, as aforesaid. Consequently, this Court finds no merit in the present writ petition, hence, the same is dismissed.

(Mohit Kumar Shah, J)

Ajay/-

AFR/NAFR	AFR
CAV DATE	NA
Uploading Date	18.3.2020
Transmission Date	NA