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HIGH COURT OF CHHATTISGARH AT BILASPUR

WPC No. 5004 of 2021

Gurmel Singh Saini S/o Gurucharan Singh Aged About 60 Years R/o Sakin Farmer House, Gurunanak Nagar, Post Ravigram Raipur, Tahsil And District- Raipur, Chhattisgarh.

---- Petitioner

Versus

1. Bank Of Maharashtra Through Manager, Branch- Byron Bazar, Raipur, Chhattisgarh.
2. Collector District Raipur, Collectorate Premises, Raipur, Chhattisgarh.
3. State Of Chhattisgarh Through Secretary Department Of Finance, Mantralaya, Mahanadi Bhawan, Atal Nagar, Raipur, Chhattisgarh.

----Respondents

For Petitioner	:	Mr. Sabyasachi Bhaduri, Advocate
For Respondent No.1	:	Mr. Anumeh Shrivastava, Advocate
For State	:	Mr. Ashish Tiwari, Govt. Advocate

Hon'ble Mr. Justice P. Sam Koshy

Order on Board

08/12/2021

1. The present writ petition has been filed seeking following reliefs:

> **"10.1) That, this Hon'ble Court may kindly direct the respondent authorities to grant the waiver of entire loan (paid/unpaid) granted to the petitioner from the respondent-Bank as per the terms of the scheme floated by the State Government in the interest of justice.**
>
> **10.2) That, this Hon'ble Court may kindly be pleased to read down the Scheme (Annexure P/1) in order to smoothen its implementation and for the removal of all sought of doubts in the mind of the respondent authorities regarding the said scheme, in the interest of justice."**

2. It appears that the petitioner in the present writ petition has obtained certain loan under the Kisaan Credit Card ccheme from the respondent No.1-Bank. The petitioner took a loan for an amount of Rs.402461/-. Of the said amount, the petitioner had repaid an amount of Rs.2,98,000/- by 05.07.2018. The remaining balance of loan amount could not be paid by the petitioner and in due course of time

on account of the policy decision by the State Authorities (Annexure P/1), the balance of outstanding loan amount got waived by the State Authorities as per Clause 3.1, which otherwise says that all those persons, who have not bee able to repay the loan amount by the 30.11.2018, the remaining amount of unpaid loan would stand waived.

3. The grievance of the petitioner now is that the petitioner had bonafidely paid the amount of Rs.2,98,000/- before 30.11.2018 and since the Government has taken a decision to waive the entire unpaid loan as it stands on 30.11.2018, in all fairness the petitioner should also be returned back of the amount which he has already paid by that time.

4. The said prayer of the petitioner does not seem to be in any manner justified for the reason that the scheme introduced by the State Government itself had a very specific cut off date in respect of the waiver of loan as it stands on 30.11.2018, which in other word mean that any amount of repayment of loan, which has been made by the borrowers before 30.11.2018 that amount would not be reimbursed under any circumstances and it is only the defaults subsequent to 30.11.2018 for whatsoever reason, that amount is going to waive.

5. In view of the same, this Court does not find any strong case made out by the petitioner calling for issuance of any direction or writ in favour of the petitioner. The writ petition thus being devoid of merits deserves to be and is accordingly dismissed.

Sd/-
(P. Sam Koshy)
Judge

Ved