IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.1375 of 2022

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Binod Kumar Singh, Son of Akhlesh Singh R/o-Mohalla-Korai, P.O.-Korai, District-Begusarai.

... ... Petitioner/s

Versus

1. The Chairman, Dakshin Bihar Gramin Bank, Head Office, Sri Bishnu Commercial Complex, Ashochak, Patna-800030.
2. The Authorise Officer, Dakshin Bihar Gramin Bank, Regional Office, Sona Jageshwar Complex, Traffic Chowk, Near Savitri Cinema, Begusarai-851101.
3. The Branch Manager, Dakshin Bihar Gramin Bank, Grahpura Branch, P.O.-Grahpura, District-Begusarai.

... ... Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Rakesh Kumar, Advocate Mr. Chandan Kumar Kashyap, Advocate
For the Respondent/s	:	Mr. Mahesh Narayan Parbat, Sr. Advocate

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CORAM: HONOURABLE THE CHIEF JUSTICE
and
HONOURABLE MR. JUSTICE S. KUMAR

ORAL JUDGMENT
(Per: HONOURABLE THE CHIEF JUSTICE)
(The proceedings of the Court are being conducted by Hon'ble the Chief Justice/Hon'ble Judges through Video Conferencing from their residential offices/residences. Also the Advocates and the Staffs joined the proceedings through Video Conferencing from their residences/offices.)

Date : 01-02-2022

Petitioner has prayed for the following relief(s):-

(i) For setting aside notice dated 5.11.2021 issued by the Authorize Officer, Dakshin Bihar Gramin Bank (Respondent No.1) Regional Office Sona Jageshwar Complex, Traffic chowk, Near Savita Cinema, Begusrai 851101 u/s 13(2) of Secrutinisation and Reconstruction of financial Assets and enforcement of security

Interest Act, 2002 which is illegal because the petitioner is ready to pay admitted dues in easy instalment.

(ii) For any other reliefs which this Hon'ble court may deem fit and proper with respect to the petitioner.

We have entertained the present petition in view of the fact that the Debt Recovery Tribunal is not functional.

Learned counsel for the petitioner states that petitioner is ready and willing to settle the matter with the Bank.

As per notice dated 05.11.2021 (Annexure-2, Page 12), the petitioner was liable to pay a sum of Rs. 6,48,017/-. This was as on the date of issuance of said communication.

Learned counsel for the petitioner states subsequently, petitioner's F.D.R stood encashed by the bank and adjusted against the amount due. As such, as on date, petitioner is to pay only a sum of Rs. 3,00,000/- (approx.) to the bank.

Petitioner is ready and willing to approach the bank for One Time Settlement, more so, requesting for waiver of the component of interest accrued upon principal amount.

In order to establish his *bona fide,* petitioner is ready and willing to deposit an additional amount of Rs. 50,000/- within a period of one week from today.

Learned senior counsel appearing on behalf of the bank refutes the statement with regard to the outstanding amount.

Be that as it may, we are satisfied of the petitioner's *bona fide* and intent for settling the matter with the bank.

As such we dispose of the present petition with the following mutually agreeable terms:-

(i) Petitioner shall deposit a sum of Rs. 50,000/- within a period of one week from today;

(ii) Also, petitioner shall make himself available in the office of the Respondent No. 2, namely, The Authorised Officer, Dakshin Bihar Gramin Bank, Regional Office, Sona Jageshwar Complex, Traffic Chowk, Near Savitri Cinema, Begusarai-851101 and Respondent No. 3, namely, The Branch Manager Dakshin Bihar Gramin Bank, Grahpura Branch, P.O.-Grahpura, District-Begusarai on 07.02.2022 at 10:30 AM, when a proposal, complete in all respect, shall be submitted.

(iii) The bank shall take a decision on such proposal in accordance with law, more so, the guidelines made by the Reserve Bank of India and without discriminating the petitioner;

(iv) Obviously, such decision has to be on the basis of parity in relation to similarly situated persons;

(v) Should the parties agree for an amicable settlement, the entire amount so determined shall be payable by the petitioner in equal installment spread over a period of six months;

(vi) The petitioner shall furnish an undertaking to such effect.

(vii) Till the time proposal is pending with the authorities, no coercive action shall be taken against the petitioner.

(viii) In the event of petitioner failing to deposit the amount, it shall be open for the bank to take appropriate action in accordance with law.

The instant petition sands disposed of in the aforesaid terms.

Interlocutory Application(s), if any, stands disposed of.

(Sanjay Karol, CJ)

(S. Kumar, J)

Sujit/Ashwini

AFR/NAFR	
CAV DATE	
Uploading Date	02.02.2022
Transmission Date	