IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.2482 of 2022

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Smt. Indu Devi @ Indu Singh Wife of Prahlad Singh Resident of Mohalla - Jangaliya, Ward No. 18, P.S. - Gopalganj, District- Gopalganj.

... ... Petitioner/s

Versus

1. The Bank of India Through the Zonal manager, Zonal Office, Yamuna complex, Mithanpura Chowk, District- Muzaffarpur.
2. The Chief Manager - cum- Authorized Officer, Bank of India, Gopalganj Branch, Gopalganj.

... ... Respondent/s

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Appearance :

For the Petitioner/s	:	Mr.Dhananjay Kumar Tiwary
For the Respondent/s	:	Mr.Ajay Kumar Sinha, Sr. Adv Mr. Ajit Kumar Sinha, Adv

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CORAM: HONOURABLE THE CHIEF JUSTICE
and
HONOURABLE MR. JUSTICE S. KUMAR
ORAL JUDGMENT
(Per: HONOURABLE THE CHIEF JUSTICE)

Date : 02-03-2022

Heard learned counsel for the parties.

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

> "For issuance of an order, direction/writ in the nature of Certiorari for quashing the auction/sale notice dated 22.01.2022 issued under the signature of the Respondent No. 1, whereby and whereunder the properties of the petitioner mortgaged with the respondent bank has been directed to be sold through process of E-auction, scheduled to be held on 25.02.2022."

Learned counsel for the respondent Bank states that total amount due and payable to the respondent-Bank is just about Rs. 12 Lacs (approximately); in addition to the incidental charges which the bank may have incurred for sale of the property in question in terms of notice dated 22.01.2022 (Annexure-1). He further states that the petitioner is ready and willing to deposit the entire amount of Rs. 12 Lacs (approximately) with the Bank. This he shall positively do within a period of four weeks from today in four installments spread over each one of the four weeks.

We are entertaining the present petition in view of the fact that at this point in time, the Debt Recovery Tribunal is not functional on account of non-appointment of Presiding Officer.

On the other hand, it is the case of the respondent Bank that at this point in time, petitioner is liable to pay more than a sum of ₹12,00,000/- (Twelve Lacs) [approx.].

At this stage, learned counsel for the petitioner states that petitioner is ready and willing to approach the respondent Bank giving a proposal, complete in all respect, for One Time Settlement and (a) seek waiver of interest on the principal amount due and payable in terms of the policy of the Bank as also the guidelines issued by the Reserve Bank of India; (b) waiver of charges; (c) re-fixation of the amount due and payable by the petitioner to the Bank as also the schedule of payment. Also, to show his *bona fides*, petitioner is ready and willing to deposit a sum of ₹12,00,000/- (Twelve lacs) in equal installments spread over each one of the four weeks.

On the other hand, learned counsel for the respondent Bank states that it is for the authorities to take a decision on these aspects.

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

(a) Petitioner shall make himself available in the office of Respondent No. 2, namely The Chief Manager - cum-Authorized Officer, Bank of India, Gopalganj Branch, Gopalganj on **21st of March, 2022 at 10:30 A.M.** in terms of his statement, recorded supra;

(b) Petitioner shall deposit a sum of ₹12,00,000/- within a period of four weeks from today in equal weekly installments;

(c) The Bank shall take a decision on the petitioner's request within a period of eight weeks thereafter;

(d) Such decision has to be taken by passing a reasoned and speaking order; in accordance with law; the guidelines issued by the Reserve Bank of India;

(e) Obviously, such decision has to be on the settled proposition of law maintaining parity;

(f) Till such time the decision is taken, no coercive steps be taken against the petitioner;

(g) Liberty reserved to the petitioner to challenge the order, should the need so arise subsequently;

(h) If the petitioner fails to deposit a sum of ₹12,00,000 (twelve lacs), as undertaken by him, or repay the amount in terms of the schedule fixed by the Bank on mutually agreeable terms, it shall be open for the Bank to take recourse to the remedies in accordance with law, including sale of mortgaged/hypothecated property.

Petition stands disposed of in the aforesaid terms.

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

(Sanjay Karol, CJ)

(S. Kumar, J)

ranjan/-

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