IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.13115 of 2021

==

Ezaz Ahmad @ Md. Ezaz Ahmad @ Ezaz Son of Late Md Taiyab, Resident of Village - Baturbari Ward No.- 17, P.S. Tarabari, District - Araria.

... ... Petitioner/s

Versus

1. The State of Bihar through District Magistrate Araria, District - Araria.
2. The Zonal Manager, Union Bank of India, Patna, Bihar.
3. The Regional Manager, Union Bank of India, Regional Office Samastipur, Panchwati Complex Mohanpur Road, Samastipur.
4. The Branch Manager, Union Bank of India, Araria Branch near A.D.B. Chowk P.S.- Araria, District - Araria.

... ... Respondent/s

==

Appearance :
For the Petitioner/s : Mr.Md. Ziaul Quamar, Advocate
For the Respondent/s : Mr.Anil Kr. Singh, GP-26

==

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

ORAL ORDER

(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.)

2 12-01-2022 Petitioner has prayed for the following relief(s):

> "I. For quashing the notice dated 25.06.2021 by respondent no.4 Branch Manager Union Bank of India, Araria whereby said Branch Manager sent notice to start proceeding E-Auction of the petitioner's land property bearing Khata no.230, Plot no-1039 Area-5 kattha along with building as well as room used for business purpose.

Further quashing letter dated 19.12.2020 by memo no.2568 whereby respondent no.1 District Magistrate Araria illegally directed to attach the property of the petitioner mentioned above under SARFAESI Act under Section 1, 2 & 3 and Section 14, only ground that petitioner not paid loan from 2018. According to CC Loan Rs. 6 lakh 50 thousand (6,50,000/-) whereas said property sealed on 13.04.2021. Now going to E-Auction to said property.

II. It is further prayed market value of aforesaid property more than 50 lakhs including room and residence of petitioner. But petitioner ready to pay said money through Lok Adalat as well as further loan because present time petitioner has only said property which was already sealed. Petitioner taken loan of Rs 6.50 lakh for business of Balu-gitti material in the year of 2013 through CC loan. He continued to pay loan till 2018 but severe flood came and badly affected the shop and building. All the material gitti-balu lost. So petitioner came on road not position to paid loan. But said loan insured through Insurance Policy but departmental illegally manage the insurance department and only taken 1.25 lakhs.

III. To grant any other relief(s) to which the petitioner is found entitled in the facts and circumstances of the case."

Learned counsel for the petitioner states that the auction dated 25th of June, 2021 could not fructify. Further petitioner is ready and willing to enter into a settlement with the respondent by paying the dues with the waiver of amount of interest accrued on the principal amount.

To establish his bona fides, petitioner is ready and willing to deposit a sum of Rs. 3 lacs within one week from today.

We direct the petitioner to appear in the office of Respondent No. 4, namely The Branch Manager with a copy of this order on 24.01.2022. The deposit of the amount shall be subject to the outcome of the petition.

The petitioner shall submit an offer and we only hope and expect the respondent Bank to decide the same by adopting an approach which is just, fair and reasonable and within the guidelines issued by the Reserve Bank of India.

Till such time the decision is taken on the petitioner's request, no further coercive action shall be taken against the petitioner. Petitioner also undertakes to repay the amount agreed by the Bank within a period of six months in equal monthly installments.

Undertaking accepted and taken on record, with the consequences of breach thereof having been explained to the learned counsel for the petitioner.

Petition is disposed of in the aforesaid terms.

Interlocutory application, if any, shall also stand disposed of.

(Sanjay Karol, CJ)

(S. Kumar, J)

K.C.Jha/DKS

U			