

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.13259 of 2021

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Ritesh Kumar Pathak, S/o Sri Nagendra Nath Pathak, Resident of Village and Post- Neazipur, P.S.- Simari, District- Buxar, at present Village and Post- Odar, P.S.- Sonhan, District- Kaimur (Bhabhua).

... .. Petitioner/s

Versus

1. Punjab National Bank, through the Managing Director and Chief Executive Officer Head Office, Plot No. 4, Sector-10 Dwarka, New Delhi- 110075.
2. The Managing Director and Chief Executive Officer Head Office, Plot No. 4, Sector-10 Dwarka, New Delhi- 110075.
3. Zonal Manager Punjab National Bank, R Block, Chankya Palace, Second Floor, Patna, Bihar.
4. Divisional Chief Punjab National Bank, Ara.
5. Divisional Manager Punjab National Bank, Ara.
6. Lead Bank Manager (L.D.M.), Punjab National Bank, Bhabhua.
7. Branch Manager Punjab National Bank, Odar, Bhabhua.

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr. Amarendra Kumar Pathak, Advocate
For the Respondent/s : Mr. Kumar Priya Ranjan, Advocate

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CORAM: HONOURABLE THE CHIEF JUSTICE

and

HONOURABLE MR. JUSTICE S. KUMAR

ORAL JUDGMENT

(Per: HONOURABLE MR. JUSTICE S. KUMAR)

(The proceedings of the Court are being conducted through Video Conferencing and the Advocates joined the proceedings through Video Conferencing from their residence.)

Date : 12-01-2022

Heard learned counsel for the parties.

Petitioner has prayed for the following relief(s).

“ (i) For a direction to the respondents to act upon the oral agreement made in between the petitioner and competent authority of the respondent bank in the year 2019 with regard to shifting of Punjab National Bank, Odar Branch Office, at Odar, Bhabhua on the proposed newly constructed building of the petitioner as per the proposed map dated 06.04.2019 provided by the bank for the same plot on which the Odar Branch Office, at

Odar, Bhabhua still exists as per oral agreement even without written renewal of the old registered Lease Deed No.10051 dated 15.11.2008.

(ii) For a direction to the respondents to shift the Punjab National Bank Branch Office at Odar , Bhabhua on the proposed newly constructed building of the petitioner as per the proposed map dated 06.04.2019 provided by the bank for the same plot on which the Punjab National Bank, Odar Branch, Odar, Bhabhua still exists as per oral agreement even without written renewal of the old registered Lease Deed No. 10051 dated 15.11.2008.

(iii) For restraining the respondents from giving effect to the agreement, if any made in between the respondent bank and any third party in contravention of the oral agreement made in between the petitioner and competent authority of the respondent bank in the year 2019 with regard to shifting of Punjab National Bank, Odar Branch Office, at Odar, Bhabhua on the proposed newly constructed building of the petitioner as per the proposed map dated 06.04.2019 provided by the bank for the same plot on which the Odar Branch Office, at Odar, Bhabhua still exists as per oral agreement even without written renewal of the old registered Lease Deed No.10051 dated 15.11.2008.

(iv) For holding that the agreement, if any made in between the respondent bank and any third party in contravention of the oral agreement made in between the petitioner and competent authority of the respondent bank in the year 2019 with regard to shifting of Punjab National Bank, Odar Branch Office, at Odar, Bhabhua on the proposed newly constructed building of the petitioner as per the proposed map dated 06.04.2019 provided by the bank for the same plot on which the Odar Branch Office, at Odar, Bhabhua still exists as per oral agreement even without written renewal of the old registered Lease Deed No.10051 dated 15.11.2008 is illegal, arbitrary and unreasonable and against the principles of natural justice.

(v) For restraining the respondents from shifting the Punjab National Bank Branch Office at Odar, Bhabhua to any other place save and except newly constructed building of the petitioner as per the proposed map dated 06.04.2019 provided by the bank for the same plot on which the Odar Branch Office, at Odar, Bhabhua still exists as per oral agreement even without written renewal of the old registered Lease Deed No. 10051 dated 15.11.2008 till disposal of the instant writ application.

(vi) For a direction to the respondents to dispose of

the applications/representations dated 09.07.2021 (Annexure-5 Series) filed by the petitioner with a reasoned and speaking order taking into consideration the entire factual metrics/contents of the same.

(vii) For any other appropriate relief/reliefs as your Lordships may deem fit and proper.”

Petitioner is the owner of the building situated in village Odar P.S. Sonhan, District-Kaimur, upon which branch office of Punjab National Bank is running on rent since 31.03.1990, for which a registered lease deed was entered between the parties and period of lease expired in 2018 still bank is running in said premises on month to month rent paid by the Bank to the father of petitioner.

Petitioner claims that there was an oral agreement between petitioner and the Punjab National Bank in the year 2019 with regard to shifting of Punjab National Bank in the newly constructed building, constructed over the same plot as per the proposed map. Petitioner made huge investment of about 20 Lacs in making the construction as per the map proposed by the Bank, however, after completion of the construction of new building, the Bank is not shifting its branch in the newly constructed building as per oral agreement for which petitioner has requested/met the higher officials of the bank to shift the branch of the Bank in new premises but no steps has been taken by them in this regard.

In the facts and circumstances of the present case and in view of nature of relief claimed by the petitioner, no direction can be issued by this Court to the respondent authorities to shift the branch of the Bank in the newly constructed building of petitioner on the basis of oral agreement entered between the parties.

Accordingly, this writ petition is dismissed.

However, it shall be open for the petitioner to take recourse to such remedies as are otherwise available in accordance with law.

(Sanjay Karol, CJ)

(S. Kumar, J)

Rajiv/veena-

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