

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.15171 of 2021

Manjay Kumar Yadav Son of Raj Raushan Yadav Resident of Village-
Sidhipur, Post Office- Baruna, Police Station- Industrial Area, Buxar, District-
Buxar.

... .. Petitioner/s

Versus

1. The State of Bihar Through the Principal Secretary, Finance Department.
2. The Bihar State Financial Corporation Fraser Road, Patna through its Managing Director.
3. The Managing Director Bihar State Financial Corporation, Fraser Road, Patna.
4. The Branch Manager, (F and A/C) Bihar State Financial Corporation, Fraser Road, Patna.
5. The Deputy Manager, (Z-2) Bihar State Financial Corporation, Fraser Road, Patna.

... .. Respondent/s

Appearance :

For the Petitioner/s	:	Mr.Sanjay Kumar Verma, Advocate
For the Respondent/s	:	Mr.Raghwendra Kumar (SC 22)
		Mr. Raj Nandan Prasad, Advocate

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

(Per: HONOURABLE THE CHIEF JUSTICE)

2 17-08-2022 Petitioner has prayed for the following relief(s):

“(i) The respondents be directed to declare the petitioner as entitled to sale of the mortgaged assets in consideration of the fact that the respondents violated the terms of the agreement with there stood no fault on the part of the petitioner.

(ii) The respondents be directed to reckon the compound interest on the deposit of



the petitioner to the tune of Rs.9,93,750/- and the total amount alongwith interest be released in favour of the petitioner with adequate compensation be awarded in favour of the petitioner and against the respondents as after passing a valid order.

(iii) The respondents be directed to revisit the order impugned order 19.8.2017 contained in Memo No. 33/2-II-17 dated 22.8.2017 under the hands of the Managing Director, Bihar State Financial Corporation whereby and where under the respondent Corporation in lopsided decision accused the petitioner for non-compliance of the terms and conditions of the agreement between the parties.

(iv) The respondents be directed to grant all the consequential benefits to the petitioner for which he is legally entitled to in the facts and circumstances of the case.

(v) Any other relief/relies be granted to the petitioner for which the petitioner is found entitled to in the facts and circumstances of the case.”

Shri Sanjay Kumar Verma, learned counsel for the petitioner, states that the petitioner has failed to perform his obligation stipulated in the agreement dated 25th of May, 2013. Also the petitioner’s deposit in terms of the said agreement stands returned on 15.09.2017 and the amount encashed under protest.



Shri Raghwendra Kumar, learned S.C. 26, appearing on behalf of the respondents, states that post cancellation the property stands auction-sold to third party to whom possession also stands handed over.

After the matter was heard for some time, finding the Court not in favour of the submissions made by the learned counsel for the petitioner, learned counsel for the petitioner, under instructions, states that the petitioner shall be content if the petitioner is permitted to withdraw the present petition, with liberty to initiate appropriate proceedings before the appropriate forum and to take recourse to such other alternate remedies which are equally efficacious in law.

Prayer allowed.

The petition is disposed of as withdrawn with the liberty aforesaid.

Interlocutory application(s), if any, shall also stand disposed of.

(Sanjay Karol, CJ)

(S. Kumar, J)

K.C.Jha/DKS

U			
---	--	--	--

