IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.2560 of 2021

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Bhadai Ram, son of Late Ram Jeevan Ram Resident of Village- Kanti Tiwari Tola, PO & P.S.- Kanti, District- Muzaffarpur

... ... Petitioner/s

Versus

1. Chief Managing Director Canara Bank, Head Office, J.C. Road, Bangalore-02
2. Circle Manager, Canara Bank, Budh Marg, Patna
3. Regional Manager Canara Bank, Muzaffarpur
4. Branch Manager Canara Bank, Branch Kanti, Muzaffarpur

... ... Respondent/s

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Appearance :

For the Petitioner/s : Mr. Arun Kumar, Advocate

For the Respondent/s : Mr. Sanjiv Kumar, Advocate

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

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(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.)

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Date : 09-02-2022

Heard learned counsel for the parties.

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

a. To issue a Writ of Mandamus or any other Writ or Writs, direction or directions commanding upon the Respondents to reschedule the arrears of loan advanced to the Petitioner for construction of the house as the Petitioner in time couldn't deposit the installment amount and further direct the Respondents also not to put on auction sale the land with house of the Petitioner mortgaged in favour of Canara Bank, Branch- Kanti in the District of Muzaffarpur as well as not to take any further action till disposal of the Writ Application.

b. To pass any such other order or orders as this Hon'ble Court thinks fit and proper.

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.

Petitioner had undertaken to repay the entire outstanding amount in equal installments spread over a period of six months. This is what we had recorded in our order dated 22nd of November, 2021.

In order to establish his *bona fides,* petitioner had expressed his willingness to deposit a sum of ₹1,00,000/- (one lac) within one week. This is what we had recorded in our order dated 15th of December, 2021.

In view of the aforesaid statement, we had directed the parties to maintain *status quo*.

Today, a grievance is made out on behalf of the respondent Bank that petitioner has- (a) failed to comply with the order dated 15th of December, 2021 and (b) not approached the respondent Bank for fixing the schedule for repayment in terms of the statement made, as recorded in our order dated 22nd of November, 2021.

Learned counsel for the petitioner states that petitioner could only deposit a sum of ₹20,000/- (twenty thousand). He further states that petitioner has all the intent and willingness to repay the amount on such terms and schedule as may be fixed by the respondent Bank.

On the other hand, learned counsel appearing for the respondent Bank expresses his apprehension in this regard.

Taking a holistic view, we dispose of the present petition on the following mutually agreeable terms:-

(a) Petitioner shall positively deposit a sum of ₹80,000/- (eighty thousand) with the respondent Bank within a period of one week from today;

(b) Petitioner shall make himself available in the office of Respondent No. 4, namely Branch Manager, Canara Bank, Branch Kanti, Muzaffarpur on 16^{th} of February, 2022 at 10:30 A.M. with a proposal, complete in all aspect, for-(i) re-determining the amount due and payable by the petitioner to the Bank; (ii) seeking waiver of interest on the principal amount as was found due and payable on 19^{th} of November, 2020 to be Rs. 7,65,695.84 (Rupees Seven Lakhs Sixty Five Thousand Six Hundred Ninety Five and paisa Eighty Four only);

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

(d) Such decision has to be in accordance with law; the guidelines issued by the Reserve Bank of India and maintaining parity;

(e) If the petitioner fails to deposit a sum of Rs. 80,000/- (Rupees Eighty Thousand), or repaying 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)

Amrendra/PKP

AFR/NAFR	
CAV DATE	
Uploading Date	11.02.2022
Transmission Date	