

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.20597 of 2021

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Ram Nivas Kumar S/o Ram Bachhan Sharma, Resident of 1108, Chitargupta Path Corner Chandmari Road, Kankarbagh, P.O. - Lohiya Nagar, P.S. - Kankarbagh, District - Patna, Pin - 800020.

... .. Petitioner/s

Versus

1. State Bank of India a Corporation Constituted under the State Bank of India Act 1955 and carrying on business among other places at Kankarbagh Main Branch, Kankarbagh, Main Road, Chitragupta Path, P.O. - Lohiya Nagar, P.S. - Kankarbagh, District - Patna, Pin - 800020 through the Branch Manager, Kankarbagh, Main Branch.
2. The Branch Manager, State Bank of India, Kankarbagh Main Branch, Kankarbagh Main Road, Chitragupta Path, Patna, Pin - 800020.
3. Ashim Kumar Adhikari, A.T.M. Chancel Manager, R.B.O., REG-1, Patna.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Bal Bhushan Choudhary, Advocate Mr. Manish Kishore, Advocate
For the Respondent/s	:	Mr. Sanjiv Kumar, Advocate Mr. Apurv Harsh, Advocate

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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 10-02-2022 Petitioner has prayed for following relief(s) : -

“(a) A writ of Mandamus be issued against the Respondents directing them to pay all the arrears of rent amounting to Rs.839300 as well as Rs. 15400 the electrical consumption charges for three phase electrical meter installed specially for ATM in the leasehold premises let out to the Respondent no.-1



by the Petitioner which had been paid by the Petitioner due to default of Respondents in order to avoid disconnection within a period of one month from the date of passing of the order by this Hon'ble Court.

(b) The Respondents be further directed to continue payment of Monthly rent of Rs. 7700/- per month till the expiry of ten years counted from 01.06.2017 failing which total rent of balance period from the Month of August 2019 till 30th June 2026 amounting to Rs.839300 be directed to be paid to the Petitioner by way of loss and damages caused to him.

(c) The Respondents be further directed to either reinstall the A.T.M. or to vacate the premises after paying all the amount as indicated above.

(d) Any other relief or reliefs which Your Lordship may deem just and proper be also granted in favour of the Petitioner.”

Having heard Learned counsel for the petitioner, we are of the considered view that the present petition only merits rejection.

Learned counsel for the petitioner refers to and relies upon an Hon'ble Apex Court, reported in (2008) 3 SCC 440, titled as Food Corporation of India & Anr. Vs. Seil Ltd. & Ors.

We are afraid the principle laid down therein is not applicable to the instant facts. The case is totally distinct, different and separate. In that case, the Court was dealing with the disbursement of dues pursuant to a specific legislation and



not in terms of a contractual obligation arrived at between the parties, which is the case in hand. Here the petitioner had offered his premises for setting up of an A.T.M. counter on rental basis. The lease commenced from 13th of October, 2017 for a period of 10 years. The contract inter se the parties is governed not by any particular statute, but by way of a contractual agreement i.e. lease deed dated 13th October, 2017 entered into between the parties.

We are not inclined to issue notice for petitioner has an equally alternate efficacious remedy, which he can take recourse to in accordance with law. A writ petition cannot be filed only to recover the dues arising out of a simple contract, not based on a statutory provision.

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/chn

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