Ct. 05
Item No.24
03.11.2022
(Suvendu)

WPA 17873 of 2022

Mriganka Chatterjee
Vs.
Union of India & Ors.

Mr. Swarup Banerjee
Mr. Sajol Kumar Ghosh
Mr. A. Chatterjee
...............for the petitioner

Ms. Sreemayee Mitra
Mr. Kapil Guha
..........for the Canara Bank

The relief claimed by the petitioner appears to be misconceived.

The petitioner availed of an educational loan of Rs. 2.20 lakhs sometime in 2014 for the education of his son. Admittedly, the petitioner failed to pay the dues from 2014 onwards. The dues have now become Rs. 7.5 lakhs (or Rs. 8.80 lakhs as referred to in the affidavit of the Bank).

The petitioner relies on the Guidelines for Subsidy Scheme for educational loan availed upto 31.03.2009 and outstanding as on 31.12.2013 issued by the Syndicate Bank on 10th March, 2014. Clause 4 of the Guidelines however makes it clear that the principal amount i.e. the original loan amount plus interest capitalized at the start of repayment shall continue to remain as it is and no relief can be claimed against the principal amount.

The petitioner admittedly approached the Bank on several occasions for a one time settlement which was rejected. The petitioner also did not take any steps for eight years from 2014 onwards to repay the said amount or come to some sought of negotiable settlement with the Bank. It is not disputed that the petitioner's son has fully availed of the loan, completed his education and is now employed.

Learned counsel appearing for the Bank submits that the petitioner has been requested time and again to approach the Bank but the petitioner instead chose to avail of the remedy under Article 226 of the Constitution. The facts in the writ petition are not commensurate with the jurisdiction of a writ court under Article 226.

WPA 17873 of 2022 is accordingly disposed of with liberty to the petitioner to approach the Bank for a negotiable settlement.

(**Moushumi Bhattacharya, J.**)