IN THE HIGH COURT OF ORISSA AT CUTTACK

W.P.(C) No. 243 of 2022

Odisha Gramya Bank, Erbanga Branch	…..	***Petitioner***
		Mr. A. Mohanty, Advocate
	Vs.	
Commissioner-cum-Secretary, S&ME Deptt. and others	…..	***Opposite parties***

CORAM:

DR. JUSTICE B.R. SARANGI

ORDER
03.02.2022

Order No. 01

The matter is taken up by video conferencing mode.

2. Heard Mr. A. Mohanty, learned counsel appearing for the petitioner.

3. Odisha Gramya Bank, the petitioner herein, has filed this writ petition seeking direction to opposite party no.3-Drawing & Disbursing Officer, Block Education Officer to deduct the monthly instalments from the salary of the respective borrowers/loanees-private opposite party against the outstanding loan amount till the same is clear up, and further to pass necessary order to deduct the overdue outstanding loan amount from the monthly pension of the private opposite parties, who have retired/expired in the meantime.

4. Mr. A. Mohanty, learned counsel appearing for the petitioner contended that as per the scheme introduced by the Odisha Gramya Bank in the name and style of "CGB Housing Loan Scheme", it provided loan to the salaried employees of different offices of the State and others. The private opposite parties, who are working under the administrative control of opposite party no.1 and 3, applied for term loan under the said scheme as per prescribed format through the concerned DDO i.e. opposite party no.2, now opposite party no.3 for repairing of their existing houses. As per the prescribed procedure, the respective applications were forwarded to the petitioner-Bank through opposite party no.3 on different dates, on verification of their service particulars by the latter. The opposite party no.3, as the DDO, had given its approval and undertakings to remit salary of private opposite parties to their savings bank

accounts maintained with the bank for necessary deduction of EMI till liquidation of loan and would get clearance from the bank after closure of the loan accounts. Then, the petitioner-bank agreed to release the loan in favour of private opposite parties. It is stated that under the scheme different amounts towards loan were sanctioned in favour of private opposite parties with a condition to repay the said loan amount in different equated monthly instalments, as per their respective applications. At the time of availing loan, the respective loanees/borrowers submitted a self declaration and undertakings given by the respective employees as well as an irrecoverable letters of authority, were issued by the employer-opposite party no.3 as the DDO with a condition to deduct the EMI from the monthly salary of loaneees/borrower and remit the same by crediting to their respective loan accounts. The period of EMI was fixed to various months and the same were to be completed as per the agreement period and after completion of EMI period, when the loan amount is paid, NOC was to be issued by the petitioner bank.

5. As is reported, since the EMI amount was not transmitted to the bank account, the bank issued pleader notice calling upon private opposite parties along with DDO-opposite party no.3 alleging violation of terms and conditions of undertakings, which were submitted in respect of irrecoverable letter of authority. Thereby, they were called upon to pay the amount within seven days from the date of receipt of notice either by deducting from the monthly salary/pension of the notices or otherwise necessary legal proceeding, as deemed fit and proper, would be initiated against private opposite parties.

6. In course of hearing, learned counsel for the petitioner contended that the legal notice dated 01.10.2018 issued to the private opposite parties along with DDO-opposite party no.3 has not been responded by them and, as such, the petitioner bank may be permitted to take necessary steps against them pursuant to irrecoverable letter of authority submitted by the DDO-opposite

party no.3.

7. Considering the limited nature of grievance made by the petitioner, this Court is of the considered view that no useful purpose would be served if the matter is kept pending before this Court, rather interest of justice would be best served if the writ petition is disposed of directing the private opposite parties along with DDO-opposite party no.3 to respond to the pleader's notice issued by the petitioner-bank vide Annexure-3 dated 01.10.2018 as expeditiously as possible, preferably within a period of two months from the date of communication of this order, failing which steps in accordance with irrecoverable letter of authority submitted by DDO-opposite party no.3 shall be taken by the petitioner-bank enabling to recover the dues in accordance with law. If the same has already been paid and adjusted, the petitioner-bank may not take further steps in terms of the said letter.

8. Since this order is being passed in absence of the private opposite parties, if they so like, they may file an application for recalling/modification of this order.

9. With the above observation & direction, the writ petition is disposed of.

As the restrictions due to resurgence of COVID-19 situation are continuing, learned counsel for the parties may utilize a print out of the order available in the High Court's website, at par with certified copy, subject to attestation by the concerned advocate, in the manner prescribed, vide Court's Notice No.4587 dated 25th March, 2020, as modified by Court's notice no. 4798 dated 15th April, 2021, and Court's Office Order circulated vide Memo Nos.514 and 515 dated 7th January, 2022.

Arun

(DR. B.R. SARANGI, J.)