

IN THE HIGH COURT OF ORISSA AT CUTTACK

W.P.(C) No.5964 of 2022

***Odisha Gramya Bank, Aul Branch,
Aul***

Petitioner

Mr. A. Mohanty, Advocate

-versus-

***The Commissioner-cum-Secretary,
Home Department, Government of
Odisha and others***

Opposite Parties

Mr. Y.S.P. Babu, A.G.A.

CORAM:

JUSTICE A.K. MOHAPATRA

ORDER

29.03.2022

Order No.

01.

1. This matter is taken up through Hybrid Arrangement (Virtual /Physical Mode).
2. Heard learned counsel for the petitioner and learned counsel for the State.
3. Odisha Gramya Bank, the Petitioner herein, has filed this writ petition seeking direction to Opposite Party No.2-The Deputy Superintendent of Police-cum-DDO, Kendrapara to deduct the monthly installments from the salary of the respective borrowers/loanees private Opposite Party No.3 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 Party No.3, 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 Nos.1 & 2 applied for term loan under the said scheme as per prescribed format through the DDO i.e. Opposite Party No.2 for repairing of their existing houses. As per the prescribed procedure, the application was forwarded to the Petitioner-Bank through Opposite Party No.2 on different dates on verification of their service particular by the latter. The Opposite Party No.2 as the DDO, had given its approval and undertakings to remit salary of the private Opposite Party No.3 to his 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 Party No.3. It is stated that under the scheme different amounts towards loan were sanctioned in favour of private Opposite Party No.3 with a condition to repay the said loan amount in different equated monthly installments, as per their applications. At the time of availing loan, the loanee/borrower submitted a self declaration and undertakings given by the opposite party no.2/employee as well as an irrecoverable letters of authority, were issued by the employer-Opposite Party No.2 as the DDO with a condition to deduct the EMI from the monthly salary of loanee/borrower and remits the same by crediting to the loan account. The period of EMI was fixed to different 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 amount as per the undertaking, the bank issued pleader notice dated 01.04.2021, which was sent through Registered Post on 07.04.2021 calling upon private Opposite Party along with DDO-Opposite Party No.2 alleging violation of terms and conditions of undertakings, which was 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 the DDO and private Opposite Party No.3.

6. In course of hearing, learned counsel for the Petitioner contended that the legal notice dated 01.04.2021, which was sent through Registered Post on 07.04.2021 issued to the private Opposite Party Nos.3 and 4 along with DDO-Opposite Party No.2 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.2.

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.2 to respond the pleader's notice issued by the Petitioner-Bank vide Annexure-3 notice dated 01.04.2021, which was sent through Registered Post on 07.04.2021, 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.2 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 as 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 and direction, the writ petition is disposed of.

Urgent certified copy of this order be granted on proper application.

(*A.K. Mohapatra*)
Judge