IN THE HIGH COURT OF ORISSA AT CUTTACK

W.P.(C) No.6915 of 2022

Odisha Gramya Bank, Singhpur Branch, Jajpur .... ***Petitioner***

Mr. Aurovinda Mohanty, Advocate

-versus-

The Child Development Project Officer-DDO, Jajpur and another .... ***Opposite Parties***

CORAM:
JUSTICE A.K.MOHAPATRA

ORDER
04.04.2022

Order No.

01. 1. This matter is taken up through Hybrid Arrangement (Virtual/Physical Mode).

2. Heard learned counsel for the Petitioner.

3. Odisha Gramya Bank, the Petitioner herein, has filed this writ petition seeking direction to Opposite Party No.1-DDO, Jajpur to deduct the monthly installments from the salary of the respective borrower/loanee 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 Party, who has retired/expired in the meantime.

4. Mr. 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 “OGB Housing Loan Scheme”, it provided loan to the salaried employees of different offices of the State and others. The private Opposite Party, who is working under the administrative control of Opposite Party No.1 applied for term loan under the said scheme as per prescribed format through the concerned DDO for repairing of his/her existing houses. As per the prescribed procedure, the respective application was forwarded to the Petitioner-Bank through Opposite Party No.1 on 08.01.2004 for verification of his/her service particular by the latter. The Opposite Party No.1 as the DDO, had given its approval and undertakings to remit salary to private Opposite Party to the 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. It is stated that under the scheme, loan was sanctioned in favour of private Opposite Party with a condition to repay the said loan amount in different equated monthly installments, as per his loan application. At the time of availing loan, the loanee/borrower submitted a self declaration and undertakings given by the opposite party no.1/employee as well as an irrecoverable letter of authority was issued by the D.D.O, 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 as undertaken vide authorization letter, the bank issued pleader notice dated 16.01.2019, which was sent through Registered Post on 29.01.2019 calling upon private Opposite Party along with the concerned DDO 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 Party as well as D.D.O., Opposite Party No.1 for his deliberate laches in adhering to irrevocable letter of authority.

6. In course of hearing, learned counsel for the Petitioner contended that the legal notice dated 16.01.2019, which was sent through Registered Post on 29.01.2019 issued to the private Opposite Party along with concerned DDO 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.

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 to respond the pleader's notice issued by the Petitioner-Bank vide Annexure-3 dated notice dated 16.01.2019, which was sent through Registered Post on 29.01.2019, 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 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.

(A.K. Mohapatra)
Judge

U.K.Sahoo