IN THE HIGH COURT OF ORISSA AT CUTTACK
W.P.(C) No.7993 of 2022

Akhil Kumar Meher .... ***Petitioner***
Mr. B.B. Mishra, Advocate

-versus-

Chief Manager, State Bank of India, Sonepur & Others .... ***Opposite Parties***
Mr. G. D. Kar, Advocate for Bank

CORAM:
JUSTICE JASWANT SINGH
JUSTICE M.S. RAMAN

ORDER (Oral)
26.09.2022

Order No.

06. This matter is taken up by virtual/physical mode.

1. The Petitioner, a defaulting borrower, availed a Tractor loan of Rs.4,93,000/- from the State Bank of India, Sonepur Branch, Sonepur in the year 2008. Due to financial indiscipline, the loan account was classified as NPA.

2. The Petitioner earlier approached this Court in WP(C) No. 6076 of 2018, wherein the following order was passed on 18th April, 2018:-

> *"This writ petition has been filed praying for a direction to the Opposite Parties-Bank to settle the loan account of the Petitioner by way of one time settlement by waiving the penal interest.*
>
> *Learned counsel for the Petitioner submits that Petitioner had availed a term loan of Rs.4.93 lakhs from the Opposite Parties-Bank in the year 2008, for purchase of a tractor for*

agricultural use. It is further submitted that though the petitioner has repaid some amount, due to the financial stringency, petition could not repay the balance loan amount in time, for which, the Bank has initiated action against the petitioner under the SARFAESI Act, for recovery of the loan dues. It is submitted that Petitioner is ready and willing to deposit a substantial amount towards down payment against the outstanding loan account and apply for one time settlement/rephasement/regularization, which may be considered sympathetically, as he has been done in similar other cases.

Learned counsel for the Opposite Parties-Bank on instruction submits that the present outstanding loan due against the Petitioner is about 6.03 lakhs, after adjustment of all the payments received. It is fairly submitted that if the Petitioner deposits a substantial amount towards down payment and apply for one time settlement/rephasement/regularization, the Bank shall consider the same in terms of its existing guidelines for such settlement and as he has been done in other similar cases.

Considering the submissions made, it is directed that in the event the Petitioner deposit a sum of Rs.1,50,000/- (Rupees One Lakh Fifty Thousand) with the Opposite Parties-Bank within six weeks hence along with an application for one time settlement/rephasement/regularization of the loan account, the Bank shall consider the same in terms of its existing guideline as he has been done in similar other cases and take a decision thereon within six weeks thereafter.

Till then, no coercive action shall be taken against the Petitioner for recovery of the loan dues.

It is needless to say that if the Petitioner does not deposit the amount as directed above or default in making payment of the amount to be determined by the Bank under one time settlement/rephasement/regularization, the Bank shall be at liberty to take recourse to such steps as provided in law.

Writ petition is accordingly disposed of."

3. Pursuant to the aforesaid order, one time settlement (OTS) was accepted for a sum of Rs.1,86,000/- against an outstanding amount of Rs.3,56,795/-. Since the petitioner defaulted to pay 3rd instalment, and the opposite party-bank denied for adjustment of certain amounts deposited later on, the petitioner has again came up before this Court in the present case with prayer to direct the opposite party-Bank for consideration of deposits made towards discharge of one time settlement (OTS) and sought further direction to accept balance amount.

4. This Court *vide* order dated 16th May, 2022 passed the following order:

> " **2.** *Counsel for the Petitioner states that the Petitioner is prepared to deposit 50% of the outstanding liability of Rs.2,64,000/- due as on today to show the bona fides for return of the seized tractor; and further upon an undertaking for payment of the remaining balance within some reasonable time.*
>
> **3.** *Issue notice for 6th July, 2022.*
>
> **4.** *Mr. G.D. Kar, learned counsel appears and waives of notice on behalf of the Opposite Parties-Bank. Let requisite number of copies of the writ petition be served on him during the next three working days.*
>
> **5.** *Let the Petitioner deposit a sum of Rs.1,35,000/- with the Bank before the next date.* "

5. On 6th July, 2022, Petitioner prayed for more time to comply with the previous order. On the next date of hearing, counsel for the Petitioner also prayed for further adjournment. On 5th September, 2022, following order has been passed:

> ***"2.*** *Counsel for the Bank stated that the last proposal offered by the Petitioner for clearing the remaining balance of Rs.1,29,000/- within 150 days with effect from 21st July, 2022 is pending consideration before the competent authority. He prays for two weeks time only for apprising the Court of the decision, if any.*
>
> ***3.*** *List on 21st September, 2022."*

6. When the matter is called today for hearing, counsel for the Bank submitted that the proposal of the Petitioner, as noticed in the aforesaid reproduced order dated 5th September, 2022, has since been accepted and the Petitioner would be bound to comply with the terms and conditions of such sanction.

In response, counsel for the Petitioner concedes that the present writ petition has become infructuous.

7. Accordingly, the writ petition is dismissed as infructuous.

(Jaswant Singh)
Judge

(M.S. Raman)
Judge

Laxmikant September 26, 2022 Cuttack