

IN THE HIGH COURT OF ORISSA AT CUTTACK

W.P.(C) No.13946 of 2022

Niranjan Yadav

....

Petitioner

Mr.A.K. Biswal, Advocate

-versus-

***S.B.I., Sambalpur and
others***

....

Opp. Parties

*Mr.G.D. Kar, Advocate
(For the Bank)*

**CORAM:
JUSTICE S.K. SAHOO
AND
JUSTICE BIRAJA PRASANNA SATAPATHY**

ORDER

02.06.2022

Order No.

01. This matter is taken up through Hybrid arrangement (video conferencing/physical mode).

Heard Mr. A.K. Biswal, learned counsel for the petitioner and Mr. G.D. Kar, learned counsel for the opposite party-Bank.

The petitioner Niranjan Yadav has filed this writ petition seeking to quash the notice dated 16.05.2022 under Annexure-7 as well as the letter dated 20.05.2022 under Annexure-10 issued by the opposite party-Bank and to direct the opposite party-Bank to settle the loan amount of the petitioner within a reasonable time.

It appears from the letter dated 20.05.2022 issued by the opposite party-Bank under Annexure-10 that the outstanding loan dues against the petitioner as on 20.05.2022 is more than Rs.76,10,000/- (rupees seventy six lakhs ten thousand).

Learned counsel for the petitioner submitted that the petitioner is ready and willing to deposit 25% of the outstanding dues and make an application for One Time Settlement/settlement of the loan dues and direction may be given to the opposite party-Bank to consider the same giving opportunity of hearing to the petitioner.

Considering the submissions made by the learned counsel for the respective parties, without entering into the merits of the case, this writ petition is disposed of with a direction that if the petitioner deposits 25% of the outstanding dues and files an application for One Time Settlement/settlement of the loan dues within a period of two weeks from today before the opposite party no.2, the same shall be considered in accordance with law by giving opportunity of hearing to the petitioner within a further period of two weeks and the decision taken thereon shall be communicated to the petitioner. It is made clear that in the event the petitioner fails to deposit the amount as directed within the time stipulated, the opposite party-Bank is at liberty to

take steps against the petitioner in accordance with law. Till consideration of such application for One Time Settlement/settlement of the loan dues, no coercive action shall be taken against the petitioner.

Issue urgent certified copy as per Rules.

(S.K. Sahoo)
Vacation Judge

(Biraja Prasanna Satapathy)
Vacation Judge



PKSahoo