IN THE HIGH COURT OF ORISSA AT CUTTACK

W.P.(C) No.15684 of 2022

Odisha Gramya Bank, Maniabandha Branch	....	***Petitioner***
		Mr. Aurovinda Mohanty, Advocate

-versus-

The State of Odisha and others	....	***Opposite Parties***
		Mr. Y.S.P.Babu, A.G.A.

CORAM:
JUSTICE A.K. MOHAPATRA

<u>ORDER</u>
29.06.2022

<u>Order No.</u>

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.3-Medical Officer-cum-D.D.O., Bindharima C.H.C. to deduct the monthly installments from the salary of the respective borrower/loanee private Opposite Party Nos.4 to 6 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 Nos. 4 to 6, who have 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 Nos. 4 to 6, who are working under the administrative control of Opposite Party No.1 to 3 applied for house building loan under the said scheme as per prescribed format through the concerned DDO, i.e. Opp. Party No.3 for repairing of their existing houses. As per the prescribed procedure, the application was forwarded to the Petitioner-Bank through the concerned DDO, Opposite Party No.3 on different dates for verification of their service particular by the DDO. The Opposite Party No.3, as the DDO had given its approval and undertakings to remit salary to private Opposite Party Nos. 4 to 6 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 Party Nos. 4 to 6. It is stated that under the scheme different amounts towards loan were sanctioned in favour of private Opposite Party Nos. 4 to 6 with a condition to repay the said loan amount in different equated monthly installments, as per their respective application. At the time of availing loan, the respective loanee/borrower submitted a self declaration and undertakings given by the respective employees as well as an irrecoverable letters of authority, were issued by the then employer-Opposite Party no.3 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 20.05.2019, which was posted on 28.05.2019 calling upon private Opposite Parties along with the concerned DDO-O.P. 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 Party Nos. Nos. 4 to 6 as well as D.D.O., Opposite Party No.3 for their deliberate laches in not adhering to irrevocable letter of authority.

6. In course of hearing, learned counsel for the Petitioner contended that the legal notice dated 20.05.2019 was posted on 28.05.2019 issued to the private Opposite Party Nos. Nos. 4 to 6 along with concerned 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-Opp. Party No.3 for his deliberate latches in complying with the undertaking.

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 Party Nos. 4 to 6 along with DDO-Opp. Party No.3 to respond the pleader's notice issued by the Petitioner-Bank vide Annexure-3 dated 20.05.2019 posted on 28.05.2019, 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-Opp. 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 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.

10. Issue urgent certified copy as per rules.

(A.K. Mohapatra)
Judge

RKS