IN THE HIGH COURT OF ORISSA AT CUTTACK

W.P.(C) No.8983 of 2015
(Through hybrid mode)

Asit Mohanty	....	*Petitioner*
		Mr. U. C. Mohanty, Advocate
	-versus-	
Dy. Governor, R.B.I. and others	....	*Opposite Parties*
		Mr. A. K. Mishra, Advocate

CORAM: JUSTICE ARINDAM SINHA

ORDER
23.08.2022

Order No.

11. 1. Mr. Mohanty, learned advocate appears on behalf of petitioner and submits, impugned is writing dated 17th December, 2013 of the Banking Ombudsman, rejecting his client's complaint. He submits, the bank wrongfully consolidated five installment payments to be made to the builder and paid the same. The ombudsman purported to defend the bank by alleging his client had verbally authorized the payment. The bank acted in breach of the loan agreement. Now his client has repaid the entire housing loan but the bank is purporting to raise fresh demand of Rs.7,45,000/-(Rupee seven lakh forty-five thousand only).

2. Mr. Mishra, learned advocate appears on behalf of the bank but, office of ombudsman goes unrepresented.

3. Mr. Mishra submits, the aggregate installments payment to the builder at Rs.5,79,055/-(Rupees five lakh seventy-nine thousand fifty five paise only) was recovered. Furthermore, Rs.44,530/-(Rupees forty-four

thousand five hundred thirty only) paid in excess to the builder was credited back into petitioner's account along with interest. He submits further, there is outstanding in the account and accordingly his client has issued demand notice for recovery. That notice is not subject matter of this writ petition.

4. It is clear that the complaint made to the ombudsman though rejected, relief has already been had by petitioner. Submission of the bank regarding present outstanding claim/recovery on the housing loan account being outside scope of this writ petition is accepted. Petitioner, therefore, has liberty to seek remedy against such demand, as may be advised and available in law.

5. The writ petition is disposed of.

(Arindam Sinha)
Judge

Prasant