

IN THE HIGH COURT OF ORISSA AT CUTTACK

**W.P.(C) No.19940 Of 2018
(Through hybrid mode)**

N. Banashree Choudhury

....

Petitioner

Mr. D. Mohapatra, Advocate

-versus-

***Odisha State Cooperative Bank Ltd.
and others***

....

Opposite Parties

Mr. S.N. Patnaik, Advocate

Mr. P. Behera, Advocate

CORAM: JUSTICE ARINDAM SINHA

**Order
No.**

**ORDER
14.02.2022**

12. 1. Mr. Mohapatra, learned advocate appears on behalf of petitioner. He submits, his client stood guarantor for opposite party no.3 on said opposite party to obtaining credit facility from opposite party no.1. There has been default. His client came to know that opposite party no.3 was given several opportunities, lastly by letter dated 6th June, 2017 for availing One Time Settlement. This was not communicated to his client. He seeks direction upon the bank to consider One Time Settlement of the loan as may be repaid by his client. He submits further, opposite party no.3, when contacted, said he is not interested in availing One Time Settlement.

2. Mr. Behera, learned advocate appears on behalf of bank submits, the offer was made a long time ago.

3. Guarantors liability is coextensive to that of borrowers. As such, the bank may consider whether, to obtain recovery and close the account, it will extend One Time Settlement offer to petitioner. The bank will consider and inform petitioner within three weeks from date.

4. The writ petition is disposed of.

(Arindam Sinha)
Judge

Sks

