

IN THE HIGH COURT OF ORISSA AT CUTTACK

W.P.(C) No.29345 of 2022

***Nakul Chandra Dora &
Another***

.... Petitioners

Mr. Niranjana Panda, Advocate

-versus-

***General Manager, S.R.E.I.
Equipment Finance
Limited, Kolkata, West
Bengal and Others***

.... Opp. Parties

None

**CORAM:
JUSTICE JASWANT SINGH
JUSTICE M.S. SAHOO**

**ORDER (Oral)
29.11.2022**

Order No.

(Hybrid Mode)

- 01.** 1. Petitioner No.1 is stated to have availed a loan of Rs.17,78,976/- from S.R.E.I. Equipment Finance Limited, Talcher, District-Angul vide Agreement No.178709 dated 15.06.2019 for purchase of TATA vehicles. The loan was to be repaid in 37 equated instalments at the rate of Rs.77,515/- per month and clear the entire loan amount by the end of 15th January, 2023. It transpires that due to non-payment of monthly instalments, the Finance Company/opposite party was constrained to terminate the agreement and determine the outstanding liabilities. Consequently, the opposite parties through their advocate have issued a notice dated 17th August, 2022 (Annexure-1) requesting the payment of the outstanding liabilities of around Rs.15 Lakhs, failing which they would be forced to refer the dispute before an Arbitrator. As the petitioner has not responded, the opposite parties have proceeded to appoint one Monika Karla, an Advocate as an Arbitrator at Kolkata who had issued a Notice under Section

21 of Arbitration and Conciliation Act, 1996 and received by the petitioner on 5th September, 2022.

2. By filing the present Writ Petition, a direction has been sought for clearing the entire dues under One Time Settlement (OTS). Learned counsel appearing for the petitioner time and again has insisted that the petitioner is prepared to pay the outstanding dues provided the amounts to be paid are clearly disclosed.

3. After hearing learned counsel for the petitioner, we find that the simple prayer is fully disclosed in the Notice dated 17th August, 2022 (Annexure-1) requiring the petitioner to pay a sum of Rs.15 Lakhs. Still further the petitioner has full opportunity to join the proceedings before the Arbitrator and put forth his stand of clearing the outstanding liabilities.

4. It is well settled that this Court has no jurisdiction to direct the financial institutions to accept the offers of amicable settlement by the defaulting borrowers, which is exclusively within the commercial wisdom of such institutions, moreso in the absence of any OTS scheme floated.

Hence, the present Writ Petition is liable to be dismissed and accordingly, the same is dismissed.

(Jaswant Singh)
Judge

(M. S. Sahoo)
Judge