

IN THE HIGH COURT OF ORISSA AT CUTTACK

W.P.(C) No.32151 of 2022

***Odisha Gramya Bank, Patilo
Branch, Jagatsinghpur***

....

Petitioner

Mr. Aurovinda Mohanty, Advocate

-versus-

***The Registrar Civil Court-cum-
DDO, Jagatsinghpur and others***

....

Opposite Parties

Mr. Arnav Behera, ASC

CORAM:

JUSTICE A.K. MOHAPATRA

ORDER

09.12.2022

Order No.

- 01.
1. This matter is taken up through Hybrid Arrangement (Virtual /Physical Mode).
 2. Heard Mr. A. Mohanty, learned counsel for the Petitioner and Mr. A. Behera, learned Additional Government Advocate appearing for the State-Opposite Party.
 3. Odisha Gramya Bank, the Petitioner herein, has filed this writ petition seeking direction to Opposite Party No.1-The registrar, Civil Court-cum-DDO, Jagatsinghpur to deduct the monthly installments from the salary of the respective borrower/loanee private Opposite Party No.3 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, who has 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 “CGB Housing Loan Scheme”, it provided loan to the salaried employees of different offices of the State and others. The private Opposite Party No.3, who is working under the administrative control of Opposite Party Nos.1 & 2 applied for term loan under the said scheme as per prescribed format through the concerned DDO i.e. Opposite Party No.2 for repairing of their existing houses. As per the prescribed procedure, the respective applications were forwarded to the Petitioner-Bank through Opposite Party No.2 on 18.01.2005 on verification of their service particular by the latter. The Opposite Party No.1 as the DDO, had given its approval and undertakings to remit salary to private Opposite Party No.3 to his 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 No.3. It is stated that under the scheme different amounts towards loan were sanctioned in favour of private Opposite Party with a condition to repay the said loan amount in different equated monthly installments, as per his application. At the time of availing loan, the loanee/borrower submitted a self declaration and undertakings given by the opposite party No.1/employee as well as an irrevocable letters of authority, were issued by the employer-Opposite Party No.2 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, the bank issued pleader notice dated 24.04.2019, which was sent through Registered Post on 07.05.2019 calling upon private Opposite Party No.3 along with DDO-Opposite Party Nos.1 and 2 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 Parties.

6. In course of hearing, learned counsel for the Petitioner contended that the legal notice dated 24.04.2019, which was sent through Registered Post on 07.05.2019 issued to the private Opposite Party No.3 along with DDO-Opposite Party Nos.1 and 2 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-Opposite Party No.2.

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 along with DDO-Opposite Party No.2 to respond the pleader's notice issued by the Petitioner-Bank vide Annexure-3 notice dated 24.04.2019, which was sent through Registered Post on 07.05.2019, 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-Opposite Party No.2 shall be taken by the Petitioner-Bank enabling to recover the dues in accordance with law. While considering the authority shall also take note of the instruction of Finance Department dated 07.06.2021 under Annexure-5. 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 Party, if he so like, he 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

Debasis

