

IN THE HIGH COURT OF ORISSA AT CUTTACK

W.P.(C) No.39466 of 2021

Odisha Gramya Bank, Arunanagar Petitioner
Branch, Kendrapara

Mr. Aurovinda Mohanty,
Advocate

-versus-

The Commissioner-cum-Secretary, Opposite Parties
S. & M.E. Department,
Bhubaneswar and others

Mr. B. Mohanty,
Standing Counsel for S.& M.E. Deptt.

CORAM:
JUSTICE A.K.MOHAPATRA

ORDER
10.01.2022

Order No.

02. 1. This matter is taken up through Video Conferencing mode.
2. Heard Mr. A. Mohanty, learned counsel for the Petitioner and Mr.B. Mohanty, learned Standing Counsel appearing for the School and Mass Education Department.
3. Odisha Gramya Bank, the Petitioner herein, has filed this writ petition seeking direction to Opposite Party No.2-Drawing and Disbursing Officer, District Education Officer, Kendrapara to deduct the monthly installments from the salary of the respective borrowers/loanees private Opposite Party 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 Parties, who have retired/expired in the meantime.

4. Mr. A. 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 Parties, who are 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 different dates, on verification of their service particulars by the latter. The Opposite Party No.2 as the DDO, had given its approval and undertakings to remit salary to private Opposite Parties 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 parties. It is stated that under the scheme different amounts towards loan were sanctioned in favour of private Opposite Parties with a condition to repay the said loan amount in different equated monthly installments, as per their respective applications. At the time of availing loan, the respective loanees/borrowers submitted a self declaration and undertakings given by the respective employees as well as an irrecoverable 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 loanees/borrower and remit the same by crediting to their respective loan accounts. 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 amount, the bank issued pleader notice dated 12.01.2019 calling upon private Opposite Parties along with DDO-Opposite Party No.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 12.01.2019 issued to the private Opposite Parties along with DDO-Opposite Party No.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 Parties along with DDO-Opposite Party No.2 to respond the pleader's notice issued by the Petitioner-Bank vide Annexure-3 dated 12.01.2019 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. 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. As the restrictions due to resurgence of COVID -19 situation are continuing, learned counsel for the parties may utilize a print out of the order available in the High Court's website, at par with certified copy, subject to attestation by the concerned Advocate, in the manner prescribed vide Court's Notice No.4587, dated 25th March, 2020 as modified by Court's Notice No.4798, dated 15th April, 2021 and Office Order dated 7th January, 2022.

(A.K. Mohapatra)
Judge