

Dhani Ram

...Petitioner(s)

Versus

Branch Manager, Sarva Haryana Gramin Bank and Others ...Respondent(s)

CORAM : HON'BLE MRS. JUSTICE ALKA SARIN

Present : Mr. Adwiteya Grover, Advocate for
Mr. Abhilaksh Grover, Advocate for the petitioner.

Mr. Amit Kumar Goyal, Advocate for respondent Nos.1 and 2.

ALKA SARIN, J. (ORAL)

Heard in physical mode.

The present revision petition has been filed under Article 227 of the Constitution of India for setting aside the order dated 29.04.2016 passed by the Civil Judge (Junior Division), Hodal dismissing the application of the plaintiff-petitioner under Order 1 Rule 10 of the Code of Civil Procedure, 1908 seeking impleadment of Chairman of Sarv Haryana Gramin Bank, Rohtak by name. Aggrieved by the said order, the present revision petition has been filed.

Learned counsel for the plaintiff-petitioner would contend that due to a typographical mistake and oversight, the Chairman of Sarv Haryana Gramin Bank, Rohtak could not be impleaded as a party and that being Incharge of all the administrative decisions, he would be a necessary party.

Per contra, learned counsel for the defendant-respondent Nos.1 and 2 has stated that the Bank has already been impleaded as a party through the Branch Manager who has put in appearance and is competent to make all the decisions regarding Branch. Learned counsel for respondent Nos.1 and 2

has further contended that the Bank would be bound by any statement made by the Branch Manager during the course of the proceedings. He would further contend that the Branch Manager is an authorized representative of the Bank and the said authorization has duly been placed on record before the Trial Court. It is pointed out by the learned counsel for the appellant that even the lease deed has been entered through the authorized signatory of the Bank and not through the Chairman and, hence, the said application is nothing but an effort to delay the proceedings.

Heard.

In the present case, lease deed (Annexure P-2) has been entered into between the plaintiff-petitioner and the authorized signatory of the Bank. The name of the Chairman is not even mentioned in the lease deed. Further, a categorical statement has already been made by learned counsel for the defendant-respondent Nos.1 and 2 that the Bank has been duly represented through its authorized representative and the Bank would be bound by the pleadings and the statement made by the said authorized representative. The Chairman would, hence, not be a necessary party.

In view of the above and keeping in view the specific statement made by learned counsel for defendant-respondent Nos.1 and 2, I do not find any merit in the present petition which is, hence, dismissed.

14.03.2022
Yogesh Sharma

(ALKA SARIN)
JUDGE

NOTE : Whether speaking/non-speaking : Speaking
Whether reportable : YES/NO