IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.15369 of 2015

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Anirudh Singh, Son of Late Kamta Singh, Resident of Village - Diliyan, P.O. Khairaha, P.S.- Indrapuri (Dehri), District - Rohtas

... ... Petitioner/s

Versus

1. Madhya Bihar Gramin Bank through its Chairman, Head Office, Meena Plaza, South of Museum, Patna 800001.
2. Chairman, Madhya Bihar Gramin Bank, Head Office, Meena Plaza, South of Museum, Patna 800001.
3. Regional Manager, Madhya Bihar Gramin Bank, Sasaram.
4. Branch Manager, Madhya Bihar Gramin Bank, Aayar Kotha Branch, P.S. Darihat, District - Rohtas.
5. M/s. Maa Vindhavasni Enterprises, Sasaram through its Proprietor Near MICO, G.T. Road, Sasaram, District- Rohtas.
6. Tejbali Mishra, Son of Balbhadra Mishra Resident of village - Niranjan Bigha, P.S. Indrapuri, District - Rohtas.
7. The Punjab National Bank, through its Regional Manager, R. Block- Patna.

... ... Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Jitendra Prasad Singh, Advocate
For the Respondent/s	:	Mr. Devi Das Srivastava, Advocate
		Mr. Sarvadeo Singh, Advocate

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CORAM: HONOURABLE MR. JUSTICE SANJEEV PRAKASH SHARMA

ORAL JUDGMENT

Date : 14-03-2023

The petitioner, by way of this writ petition, has prayed for as under:-

"(a) To direct the respondents, particularly, Madhya Bihar Gramin Bank and its official not to take any coercive measure/steps against the petitioner for recovery of alleged loan amount till the final adjudication and settlement of the dispute.

(b) To direct the respondent-Branch Manager of

the Bank to hand over the original registration certificate, insurance paper etc. of the vehicle and to furnish the details of settlement of account to the petitioner without further delay.

(c) To grant any other relief/reliefs for which the petitioner is legally entitled in the facts and circumstances of the case."

It is an admitted position that the petitioner had taken loan of ₹3,00,000/- from Madhya Bihar Gramin Bank on 25.08.2007 for purchase of the vehicle. Subsequently, recovery notice dated 18.06.2013 (Annexure-3) was issued to him to pay the loan amount along with interest of a sum of ₹5,06,685/-.

Learned counsel for the petitioner submits that the vehicle in question met with an accident and the petitioner was seeking original papers from the bank, so that he may claim amount from insurance company, who had insured the vehicle in question. However, the original papers were not handed over to the petitioner.

Learned counsel appearing for the bank submits that the petitioner has not paid the loan amount and the bank is, therefore, entitled to recover the loan amount along with interest. The vehicle in question was hypothecated to the bank and the original papers of the vehicle have to be kept with the bank.

It is the case where the petition took the loan amount in the year 2007 and has not repaid the same for the years together and subsequently, the bank had issued recovery notice in the year 2013. The bank may now proceed for making recovery of the loan amount along with interest. No indulgence is required to be given to the petitioner, who is a right defaulter.

Leaving it open for the respondents bank to proceed further, the writ petition is dismissed.

(Sanjeev Prakash Sharma, J)

Amrendra/-
Item No. 5

AFR/NAFR	
CAV DATE	
Uploading Date	15.03.2023
Transmission Date	