

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.16915 of 2022

-
-
1. M/S Atul Sports through its proprietor Manhar Krishna Sports Goods Complex, Industrial Area, Fathua, P.S.- Fathua, District- Patna.
 2. Manhar Krishna S/o Late Bal Krishna Sahay, K-18, P.C. Colony, Kankarbagh, Patna, P.S.- Patrakar Nagar, Patna- 800020 (Mb No. 9934777626), Proprietor, M/S Atul Sports, Sports Goods Complex, Industrial Area, Fathua, PS- Fathua, District- Patna.

... .. Petitioner/s

Versus

1. The State of Bihar through the Principal Secretary, Deptt. of Industry, Govt. of Bihar, Patna.
2. Principal Secretary, Deptt. of Industry, Bihar, Patna.
3. Bihar State Financial Corporation (BSFC), through its M.D. (Managing Director) Frazer Road, Patna, P.S.- Kotwali, District- Patna.
4. The Managing Director, Bihar State Financial Corporation, Frazer Road, Patna, P.S.- Kotwali, District- Patna.
5. Bihar State Industrial Area Development Authority (BIADA), through its Managing Director, Udyog Bhawan, Gandhi Maidan, Patna, PS- Gandhi Maidan, District- Patna.
6. The Managing Director, Bihar Industrial Area Development Authority (BIADA), Udyog Bhawan, Gandhi Maidan, Patna, PS- Gandhi Maidan, District- Patna.
7. Branch Manager, Bihar State Financial Corporation, Frazer Road, Patna, PS- Kotwali, District- Patna.

... .. Respondent/s

Appearance :

For the Petitioner/s	:	Mr. Chetan Kumar, Advocate Mr. Pramod Kumar Sinha, Advocate Mr. Arvind Kr. Sharma, Advocate
For the State	:	Mr. Yogendra Prasad Sinha (AAG 7) Mr. Rajeev Kumar Sinha, AC to AAG 7
For the BIADA	:	Mr. Girijish Kumar, Advocate
For the BSFC	:	Mr. Raj Nandan Prasad, Advocate

CORAM: HONOURABLE THE CHIEF JUSTICE
and
HONOURABLE MR. JUSTICE PARTHA SARTHY
ORAL JUDGMENT
(Per: HONOURABLE THE CHIEF JUSTICE)

Date : 19-01-2023

Heard learned counsel for the parties.

Petitioners have prayed for following relief:-

1. That this writ application is being filed for issuance of appropriate writ or writs, in the nature of the writ (a) certiorari quashing the letter contained in Memo No. 216 dated 29.01.2020 (Annexure-11) and the letter of demand dated 06.10.2022 (Annexure-14) issued under the signature of the Branch Manager, Bihar State Financial Corporation, hence to be referred to as the BSFC, respondent no. 7, whereby and whereunder the respondent no. 7 has, in the guise of request, virtually has directed the petitioner to liquidate the dues of seed money (₹81,000) with interest thereon payable @ the rate of 8% simply rate enabling the petitioners to avail finally the settlement of BSFC loan account under OTS (one time settlement) scheme, 2018 (b) Mandamus directing and commanding the respondents to issue no dues certificate to the petitioner since the petitioner under OTS,2018 scheme fully complied with the terms and

the conditions enunciated under the advertisement (Annexure-7) of OTS, 2018 scheme and the format (supplied to and accepted (Annexure-8 and 9) by the BSFC) from the petitioners and further directing and commanding the respondent Bihar Industrial Area Development Authority, hence to be referred to as BIADA, respondent no. 5 and 6 from cancelling the allotment of the land given to the petitioner in the Industrial Area, Fathua of the BIADA and

stay of the operation of the impugned annexure contained in Annexure-11 and 14 and the future coercive steps likely to be taken by the respondents against the petitioners pending disposal of this writ application.

In view of the response affidavit filed by the Bihar State Financial Corporation, the only order which this Court can pass, as we proceed to do so on the mutually agreeable terms, is to enable the petitioners to pay a total sum of Rs.3,49,329/- in nine equal instalments, spread over nine months, commencing from 1st of February, 2023.

We notice that the BSFC One Time Settlement Scheme, 2018, annexed as Annexure B to the counter affidavit filed by the Bihar State Financial Corporation, itself stipulated that the scheme is applicable only with respect to the term loan account and not the other accounts including seed capital in relation to which the demand now stands raised by the respondents, subject matter of the present petition.

Also, as is evident from the application form filled up by the petitioners in term and under the said scheme,

the factum of the scheme and the settlement, exclusive of the special capital/seed capital in relation to which a separate demand would be raised and realized, stands categorically mentioned therein.

In this view of the matter, petitioners cannot be allowed to agitate that in view of the One Time Settlement, petitioners are not eligible to pay the amount due and payable as seed capital along with up-to-date interest in terms of impugned demand dated 06.10.2022 (Annexure 14, Page 42 of the writ petition).

In view of the aforesaid, we dispose of the present petition, as we have already observed on the mutually agreeable terms, directing the petitioners to pay a sum of Rs.3,49,329/- in 9 equal instalments, commencing from 1st of February, 2023.

If the petitioners were to pay the amount in the aforesaid manner, they would not be liable to pay any further interest thereupon.

In the event of default of even a single instalment, the entire amount would be subjected to interest to be paid by the petitioners.

The petition stands disposed of in the aforesaid terms.

Interlocutory Application(s), if any, stands disposed of.

(Sanjay Karol, CJ)

(Partha Sarthy, J)

Sanjay/- Ranjan

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	21.01.2023
Transmission Date	NA