IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.18308 of 2022

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Rubi Devi Wife of Neeraj Kumar, Resident of Mohalla - Ganesh Lal Road, Digha Ghat, Post - Digha, P.S. - Digha, District - Patna, PIN - 800011.

... ... Petitioner/s

Versus

1. The Union of India through the Secretary, Finance Department, New Delhi.
2. The Principal Secretary, Finance Department, Govt. of Bihar, Patna.
3. The Chairman, of L.I.C. Housing Finance Ltd. Corporate Office, 131 Maker Tower F Premises, 13th Floor, Cuffe Parade, Mumbai, PIN - 400005.
4. The General Manager L.I.C. Housing Finance Ltd. 8th Floor, BSFC Building, Frazer Road, Patna, Bihar, PIN - 800001.
5. The Area Manager, L.I.C. Housing Finance Ltd. Jeevan Prakash, L.I.C. Building, Mazharul Haque Path, Patna, PIN - 800001.

... ... Respondent/s

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Appearance :

For the Petitioner/s	:	Mr.Ranjit Jha, Advocate
For theUOI	:	Mr.Kumar Sachin, CGC
For LIC HFL	:	Mr. Lakshman Lal Pandey, Advocate

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

Date : 01-02-2023

Petitioner has prayed for the following relief(s):

> "(i) For issuance of an appropriate writ the order dated 18.07.2022 passed by presiding officer of D.R.T. Patna under Sl. No. 360 dated 28.06.2022 (Chamber Appeal) and order dated 22.06.2022 passed by the Assistant Registrar of DRT, Patna under Sl. No. 167 dated 03.06.2022 (Annexure-7) be declared illegal, arbitrary, against the order and direction

of this Hon'ble High Court and the same be quash.

(ii) For issuance of an appropriate writ, order / directions to the concerned Respondents to accept the due loan amount of the petitioner of Rs. 9855905.16/- as alleged by the General Manager, LIC, Housing Finance Ltd.- Patna, notice dated 16.01.2021 (Annexure-2) of this writ petition in 11 equal instalments, for which petitioner is ready to pay.

(iii) For issuance an appropriate writ, order / directions to the concerned respondents not to harass, persecute and take any co-ercieve measure against the petitioner and her Mortgaged assets in the matter relates to due loan amount of the petitioner in Loan A/C No. 212500001459 which has been sanctioned by L.I.C. Housing Finance Ltd. Patna.

(iv) For issuance an appropriate writ, order / directions to the concerned respondents give the reliefs as directed/declared by the R.B.I. to all financial institutions during the pandemic of COVID-19 {Annexure-1(A & B)}

(v) For any other relief or reliefs to which the petitioner found entitled to make kindly be allow to the petitioner."

In the attending facts and circumstances of the instant case, we are inclined to exercise our jurisdiction under Article-226 of the Constitution of India, more so when the petitioner is ready and willing to pay the entire admitted amount along with up-to-date interest in 9 equal instalments, spread over a period of 9 months. Petitioner is ready to furnish an undertaking to this Court that, should there be any single default, the respondent shall forthwith take over the possession of the petitioner's property which stands mortgaged. Also proceedings would be initiated against the petitioner and petitioner would be liable to suffer consequences thereof.

We are of the considered view that the offer given by the petitioner of one time settlement is in public interest for it would put an end to the entire controversy as also litigation, present and future.

Opposing the prayer, learned counsel for the respondents through the Law Officer namely Mrs. Iti Sinha, seeks reliance upon the judgment dated 04.11.2022 of the Hon'ble Supreme Court passed in Civil Appeal No.6954 of 2022, in the case of State Bank of India Vs. Arvindra Electronics Pvt. Ltd. though, in principle, the respondents are agreeable for one time settlement and payment of the amount on or before 31st of March, 2023, but however, are not agreeable for the petitioner’s offer of the payment being made in staggered manner.

We also notice that during the time of Pandemic Covid-19, twice the petitioner had carried on to the authorities seeking waiver of interest and repayment in instalments pursuant to the guidelines issued by Reserve Bank of India, to which there was no response. It is equally true that the petitioner has been resorting to litigation, but then, as we notice today, petitioners intent is clear of paying the entire amount with interest.

Having given our thoughtful consideration to the entire attending facts and circumstances, as we have already observed above, in the peculiar facts and circumstances of the instant case, we are of the considered view that it would be in public interest as also justice to allow the petitioner’s petition in the following terms:

(a) The petitioner shall pay the entire admitted amount along with up-to-date interest, which as on 22nd September, 2022 was quantified at Rs.1,31,86,283.29 (as on 27th February, 2023 comes to Rs.1,40,32,792.83) speread over a period of nine months in nine equal installments commencing from 7th of February, 2023;

(b) Petitioner's undertaking to the above effect is accepted and taken on record; Also consequences of breach thereof stands explained to the petitioner through the learned Counsel;

(c) The Court would not hesitate in initiating contempt proceedings, should there be even a single default;

(d) Should there be any default, it shall be open for the respondents to initiate appropriate action in accordance with law, including taking over physical possession of the mortgaged property;

(e) Petitioner shall also pay interest accrued on the outstanding amount till such time the last of the instalments is paid.

Petition is disposed of in the aforesaid terms.

Interlocutory Application(s), if any, shall stand disposed of.

(Sanjay Karol, CJ)

(Partha Sarthy, J)

K.C.Jha/DKS

AFR/NAFR	
CAV DATE	
Uploading Date	03.02.2023
Transmission Date	