

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.18555 of 2016

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M/s Hotel Raj Kumar S/o Late Ram Bhajan Sah at present residing in the campus of Hotel Raj Kumar, Dumra Road, P.S.- Sitamarhi, District- Sitamarhi.

... .. Petitioner

Versus

1. Bihar State Financial Corporation, Frazor Road, P.S.- Kotwali, town & District – Patna, through its Managing Director.
2. Branch Manager, Bihar State Financial Corporation, House No.-B-2, Dwarika Mandir, Professor Colony, Near Aghoria Bazar, Muzaffarpur, 842002.

... .. Respondents

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Appearance :

For the Petitioner	:	Mr. Yogendra Mishra, Sr. Advocate
	:	Ms. Swati Mishra
	:	Mr. Arvind Kumar Jha
For the Respondent	:	Mr. Raj Nandan Prasad
For the BSFC	:	Mr. Raj Nandan Prasad
	:	Mr. Vishesh Kumar Singh

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CORAM: HONOURABLE JUSTICE SMT. G. ANUPAMA CHAKRAVARTHY
ORAL ORDER

6 13-08-2024 1. Heard Learned Senior counsel for the petitioner as well as Learned counsel for the respondents.

2. On perusal of the entire record, it is evident that the pertinent issue is disputed amount which alleged to have been recovered from the petitioner at a higher rate of interest of 19.5% which was not a part of the agreement and of refund of the amount to a tune of Rs. 2,56,883/-.

3. Without going into merits of the case this order is being passed. Admittedly, the entire dispute between the petitioner and the Bihar State Financial Corporation is that



the petitioner availed a loan of an amount of Rs. 3,24,000/- which was disbursed between Dec. 1976 to April, 1978 and again availed a loan of an amount of Rs. 24,000/- which was disbursed in the year 1981. Pursuant to that, the petitioner has made a payment of Rs. 12,48,893/- altogether to the Corporation. Since 22.08.2000 to 28.06.2012, there were demands from the respondent to the petitioner for payment of amount commencing from Rs. 22,788/- to Rs. 33,381/- respectively. Admittedly Rs. 33,381/- was paid by the petitioner on 04.07.2012 towards full and final settlement and the petitioner was under the impression that the loan was liquidated. But all of sudden, there was again demand made by the respondents to the petitioner for an amount of Rs. 1,72,044/- towards the account No. I and an amount of Rs. 4,71,094/- towards the account No. II on 26.10.2016. The petitioner has addressed a letter to the respondent on 13.10.2016 contending that he has made entire payments and excess payments were also made by him, which was concealed by respondent and further the interest was calculated @ 19.5%, though the original interest was at 9%.



4. It is also contended by the Learned counsel for the petitioner that subsequently for 19.5% interest circular has been withdrawn by the BSFC, therefore, he is entitled for the refund of the amount for which he has paid the interest @ 19.5%. All these disputed facts cannot be decided under Article 226 and they are to be settled by the 2nd respondent.

5. At this juncture, the Learned counsel for the petitioner submitted that the petitioner will make a fresh representation before the BSFC and, sought for a relief to direct the BSFC to calculate the interest @ 9%, on all the amounts paid by the petitioner and to pass appropriate order, and if at all, the petitioner is entitled to receive any excess amount paid, to be refunded.

6. With the above discussions (supra), the Writ petition is disposed of, directing the respondents to consider the representation filed by the petitioner and to calculate the entire dues basing @ 9% interest and if at all, any amount paid excess by the petitioner, the same shall be refunded. The interest part calculation, shall be as per the agreement agreed between the parties. The respondent-BSFC shall



dispose of the representation duly considering the payments made by the petitioner, within three months from the date of filing of the representation. The respondent shall also hear the petitioner before passing any appropriate order.

7. With the above said observations the Writ petition stands disposed of.

(G. Anupama Chakravarthy, J)

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