

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.2508 of 2014

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Shio Jee Rawat Son Of Late Sawaru Rawat Resident Of Village- Samhota,
P.O. and P.S.- Kopa Samhota, District- Saran At Chapra

... .. Petitioner

Versus

1. The Union Of India, The Chief Postmaster General, Bihar, GPO, Patna.
2. The Chairman, Bihar Posts and Telegraphs Cooperative Society Limited, Patna.
3. The Secretary, Bihar Posts and Telegraphs Cooperative Society Limited, Patna.

... .. Respondents

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Appearance :

For the Petitioner	:	Mr. Prashant Sinha, Advocate
For the UOI	:	Mr. Amarendra Nath Verma, Sr. CGC
	:	Mr. Kanak Verma, CGC
For Respondent No. 2&3	:	Mr. N. A. Shamsi A.S.G.

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

Date : 01-10-2024

1. The Writ petition is preferred by way of Public

Interest Litigation in the nature of Certiorari, for quashing of defaulter notice issued by respondent Nos. 2 and 3, whereby the petitioner was held liable to pay an amount of Rs. 1,69,675/- against the loan taken by one Shiv Lal Choudhary, for which, it was alleged that the petitioner stood as a guarantor. Further, for issuance of Writ of Mandamus commanding the respondents to release the share amount and CGR amount of the petitioner to a tune of Rs. 73,000/- with



interest, which is arbitrary and not been released, due to non-payment of loan by Shiv Lal Choudhary.

2. The brief facts culled out of the Writ petition is that the petitioner was an employee of the Postal Department and got superannuated from the Post of Deputy Postmaster on 31.01.2013. While in service, he was a member of Bihar Posts and Telegraphs Cooperative Society Ltd., which is registered under the Cooperative Society and a Member of National Cooperative Consumer Federation of India Ltd. The petitioner became the member of Cooperative Society on 05.06.2002. There was another employee of the Department, namely, Shiv Lal Choudhary, who had facilitated the Membership of the petitioner with the respondent Cooperative Society. Further, it appears that while getting the signature of the petitioner over the Membership form, he obtained the signature of the petitioner over a form, which pertains to loan advance Rs. 60,000/- (Sixty Thousand) by him, from the Cooperative Society and made him as a guarantor of his loan. The loan was sanctioned to Shiv Lal Choudhary on 18.11.2002. Further, it was not in the knowledge of the petitioner that he stood as a



guarantor of the loan, which was taken by Shiv Lal Choudhary.

3. For the first time, the petitioner came to know that he was made as a guarantor for the loan taken by Shiv Lal Choudhary in the year 2007 along with three other employees, namely, Lalan Choudhary, Ram Mohan and Prithivi Nath Yadav. Later, he intimated the Cooperative Society that he has no knowledge, as to how he became a guarantor of the loan of Shiv Lal Choudhary and it appears that his signature is forged.

4. In response to the application of the petitioner, the Cooperative Society *vide* its Letter No. 1443/2007 dated 03.11.2007 informed the petitioner that as per the record, the signature of the petitioner was matching. Further, the Cooperative Society intimated the petitioner that if the amount is not paid, the Society will take necessary action for recovery of the said amount. The petitioner replied to the said notice *vide* his Letter dated 10.11.2007 and another letter was sent on 08.02.2008 and in the said letter, the petitioner raised a suspicion that Shiv Lal Choudhary might have obtained his signature, at the time of filling up the form for Membership of the Society and also raised question as to how the loan was



sanctioned to Shiv Lal Choudhary when he was suspended and a departmental proceeding was pending against him.

5. In response to the letter, the Cooperative Society communicated to the petitioner *vide* its Letter No. 2880/08 dated 19.02.2008, holding that the petitioner is liable to refund the amount availed by the Shiv Lal Choudhary.

6. After retirement, the petitioner submitted as application form for refund of share amount of CGR money. But his application was returned with a note that “the payment of the petitioner will only be considered upon return of the loan amount of Shiv Lal Choudhary”. Thereupon, a defaulter notice to the tune of Rs. 1,69,675/- was also issued to the petitioner. Being aggrieved by the same, the petitioner preferred this Writ petition by way of Public Interest Litigation.

7. A detailed counter affidavit has been filed by respondent Nos. 1 and 2 denying all the allegations made in the Writ petition. The counter affidavit disclose that Shiv Lal Choudhary was under suspension since 29.12.1993 and was further dismissed from service *vide* Senior Superintendent of Post Office, Saran DN, Chapra *vide* Memo No. F4-1/94-95/IV



dated 18.12.2002, after conviction in a criminal charge under Sections 409 and 420 of the I.P.C. for violation of confidence in Public Policy involved. Further, notice was issued to the Secretary as well as Chairman of Bihar Post and Telegraph Cooperative Society Ltd.

8. Heard Learned counsel for the petitioner as well as Learned counsel for the respondents.

9. It is submitted by the Learned counsel for the respondents that a criminal case is pending against the petitioner bearing Complaint Case No. 879 of 2011 on the file of Chief Judicial Magistrate, Patna. Admittedly, the Writ petition does not fall under ambit of the Public Interest Litigation. Further, the Writ petition was filed to quash the defaulter notice issued by respondent Nos. 2 and 3 for which the petitioner was held liable for payment of the amount of Rs. 1,69,675/-.

10. The Fundamental Rights of the petitioners are nowhere violated under Article 226 of the Constitution of India. Annexure-3 is the letter addressed to the petitioner by Cooperative Society, wherein it disclose that the petitioner along with three others, namely, Lalan Choudhary, Ram



Mohan and Prithivi Nath Yadav are also the guarantors of the loan availed by Shiv Lal Choudhary. Basing on the representation of the petitioner, the signature of the petitioner are compared with his signature on the Membership form of the Cooperative Society, and were found matching and the question of forgery would not arise in the matter.

11. It is not the case of the petitioner that his signature was forged. It is the specific contention of the petitioner that the signatures of the petitioner were obtained on the loan application of Shiv Lal Choudhary, at the time of the petitioner becoming the member of the Cooperative Society and as such, his signature matched with the loan application of Shiv Lal Choudhary. It is purely a civil dispute between the Cooperative society and the petitioner. It can be noted that the Writ petition was filed challenging the notice issued by the Cooperative Society.

12. The petitioner has every right to give his explanation to the notice and as the matter is purely a civil dispute between the Cooperative society and the petitioner, the Writ petition itself is not at all maintainable.



13. With the aforesaid discussions, the Writ petition is dismissed as devoid of merits.

14. Interlocutory application(s), if any, shall also stands disposed of.

(G. Anupama Chakravarthy, J)

Shanu/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	05.10.2024.
Transmission Date	NA

