IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.12580 of 2016

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1. Vishnu Deo Kamti and Anr S/o Late Dahaur Kamti.
2. Baidhyanath Prasad, S/o- Vishundeo Kamti, Both R/o Village- Veerpur, P.S- Hasanpur, District- Samastipur.

... ... Petitioner/s

Versus

1. The Union Bank Of India Branch Singhiya Ghat Samastipur
2. The Branch Manager, Union Bank of India Branch Singhiyaghat, Samastipur.
3. The Chief Manager, Union Bank of India, Regional Office, Nashi Bhawan, Frazer Road, Patna.

... ... Respondent/s

Appearance :

For the Petitioner/s	:	Mr.Shishir Kumar Shishir
	:	Mr.Binod Kumar Sinha
For the Respondent/s	:	Mr.Nishi Nath Ojha

CORAM: HONOURABLE JUSTICE SMT. G. ANUPAMA CHAKRAVARTHY
ORAL JUDGMENT
Date : 12-11-2024

1. The present Writ petition is filed to direct the respondents/Bank (Union of India) to exonerate the Writ petitioners from the liability of repayment of loan and interest and further to quash the legal notice issued by the respondent/Bank, showing dues against the petitioners of Rs. 2,99,726/- and its realization through process of the Court vide Letter dated 04.03.2016 and to pass appropriate order(s) as deem fit and proper.

2. The brief facts culled out of the Writ petition are that the petitioners availed agricultural loan of Rs. 2,97,000/- on 20.02.2006 for purchase of a Tractor from the respondent/Bank. Pursuant to the loan, the petitioner purchased a Sonalika Tractor having Engine No. 3095F62A80331 and that the petitioners repaid an amount of Rs. 1,76,702/-.

3. Further, the Writ petition disclose that the respondent were not satisfied with the repayment of loan and on 27.10.2013 seized the Tractor and the same was not put on auction. The petitioners filed an application before the Lok Adalat. The Writ petitioners appeared before the Lok Adalat, Samastipur vide Case No. 24 of 2014 on 24.02.2014 and that the respondents/Bank also appeared on 29.04.2014 admitting the facts, but declined to compromise the matter. Thereafter, respondents/Bank issued notice to the petitioners for repayment of Rs. 2,99,726/- on 04.03.2016. Challenging the high handedness of the Bank the present Writ petition is filed by the petitioners.

4. A detailed counter affidavit was filed by the respondents/Bank admitting about the agricultural loan of the petitioners. The counter affidavit further disclose that the petitioners repaid an amount of Rs. 1,76,702/- and that on 27.10.2013 the respondents/Bank seized the Tractor, but the same was not auctioned by the bank and it was still lying in the store/godown of the bank. Further, counter affidavit disclose that the respondent/bank made an application before the Lok Adalat with proposal to compromise but the petitioners did not accept for the compromise and as such, the compromise petition was dismissed by the Lok Adalat, Samastipur. The counter affidavit further disclose that when notice was issued to the petitioners, the petitioners approached this Court. Further, the Bank also offered to settle the matter and to close the account after payment of Rs. 1,00,000/- which was not accepted by the petitioners.

5. Heard the Learned counsel for the petitioners and the Learned counsel for the respondent. Perused the record.

6. On perusal of the entire record, it is admitted fact that the Writ petition is filed to exonerate the liability for repayment of loan. This Court is not Civil Court to settle the money dispute between the parties. If at all the petitioner or the respondents have any grievance they ought to have file civil suit against each other for settlement of their civil dispute. There is no violation or infringement of Fundamental Right of the petitioners so as to approach this Court under Article 226 of the Constitution of India. Therefore, the Writ petition itself is not maintainable and is dismissed as devoid of merits.

(G. Anupama Chakravarthy, J)

vinita/-

AFR/NAFR	
CAV DATE	
Uploading Date	18.11.2024
Transmission Date	