Item No.10
05.08.2024
Court. No. 9
GB

W.P.A. 3604 of 2024

Sri Rajib Banerjee
Vs.
The State Bank of India & Ors.

Mr. Supriyo Chattapadhyay,
Mr. Sudip Kumar Maiti
... for the Petitioner.

Ms. Deblina Lahiri,
Mr. Debashis Sarkar,
Mr. Mrinmoy Chatterjee
... for the State Bank of India

1. Affidavit-of-service filed in Court today, is taken on record.
2. The petitioner prays for a direction upon the State Bank of India to return a registered sale deed bearing no.1475 of 2005. According to the petitioner, the loan account was to be closed as the bank had received the money from the government under the Agricultural Debt Waiver and Debt Relief Scheme, 2008. The petitioner submits that the waiver scheme was the product of a budget speech of 2008.
3. The learned advocate for the bank submits that the petitioner's loan was not covered by the waiver scheme. The scheme applied to Direct Agricultural Loans extended to marginal and small farmers and other farmers by Scheduled Commercial Banks, Regional Rural Banks, Cooperative Credit Institutions, etc. Direct Agricultural Loan was defined as Short Term Production Loans and Investment Loans provided directly to farmers for agricultural purposes.

The same would include loans given directly to groups of individual farmers (for example Self Help Groups and Joint Liability Groups), provided banks maintained disaggregated data of the loan extended to each farmer belonging to that group.

4. In the instant case, the petitioner had availed of cash credit loan and not a Direct Agricultural Loan as contemplated under the waiver scheme. The learned advocate has also handed over a letter written by the petitioner to the Chief Manger, State Bank of India, wherein the petitioner had admitted that he had applied for credit facility under cash credit and term loan, under an agricultural scheme. On May 23, 2005, the bank had sanctioned credit facility of Rs.13,35,000/- to the petitioner. Out of which, Rs.113,000/- was cash credit and Rs.2,32,000/- was a term loan. One Pradip Kumar Bhoumick had promised to pay back the money as a part of the transaction between the petitioner and the said Pradip Kumar Bhoumick, but he withdrew from such promise.

5. The petitioner contended that the petitioner was not fully responsible for non-payment of the debts and requested the bank to settle the matter upon accepting Rs.5,00,000/-. A cheque of Rs.1,00,000/- was also forwarded along with the proposal. Such proposal was refused by the bank. The bank has already initiated proceedings under the Recovery of Debts and Bankruptcy Act, 1993 by filing an application under

Section 19. The bank has also initiated SARFAESI proceedings.

6. Under such circumstances, this Court is unable to decide the issue. The petitioner is at liberty to take appropriate steps in the pending proceedings, that is, in O.A.236 of 2007, which is pending before the Debts Recovery Tribunal – II, Kolkata, in accordance with law and the learned tribunal shall dispose of such application of the petitioner upon deciding the issues raised. All points are kept open for decision by the learned tribunal.
7. Accordingly, writ petition is disposed of.
8. Parties are directed to act on the basis of the server copy of this order.

(Shampa Sarkar, J.)