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28.03.2024
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IN THE HIGH COURT AT CALCUTTA
CONSTITUTIONAL WRIT JURISDICTION
APPELLATE SIDE

W.P.A. No. 5256 of 2024

Fairbrain Pack Sol Pvt. Ltd.
Vs.
Bank of Baroda & Ors.

Mr. Dhiman Kumar Sengupta,
Ms. Sweta Saha,
Ms. Farhin Mustaque
... for the petitioner

Mr. Rahul Sarkar,
Ms. Dipika Sarkar
...for the respondents

1. Affidavit-of-service filed in Court today be kept on record.
2. The grievance of the petitioner, who was a debtor of the respondent Bank, is that despite an One Time Settlement (OTS) having been arrived at between the petitioner and the Bank and the petitioner having paid all dues, the No Dues Certificate and/or title deeds of the petitioner, which were kept as security with the Bank, are not being issued/returned to the petitioners.
3. During pendency of the writ petition, a communication was made to the petitioner by the Bank insisting upon withdrawal of the writ petition as a pre-condition of issuance such No Dues Certificate.

4. Learned counsel for the Bank submits that the among the terms and sanctions of OTS was that the borrower was to give unconditional undertaking while accepting sanction that they will withdraw all the legal/other cases at various forms against the Bank and they will not file any claim against the Bank.

5. However, the present writ petition cannot be governed by such terms and sanctions for the simple reason that the writ petition has been filed on the very premise that the Bank is not honouring its commitments despite the petitioner having fulfilled the petitioner's part of the OTS.

6. The present writ petition is not a legal claim and/or case pertaining to the amount due but rather to enforce the OTS between the parties. Thus, the insistence of the Bank for the petitioner to withdraw the writ petition is arbitrary, illogical and contrary to settled principles of natural justice.

7. Be that as it may, W.P.A. No. 5256 of 2024 is disposed of by directing the respondent-Bank to immediately issue a No Dues Certificate in favour of the petitioner and return all the title deeds, which were deposited with the Bank by the petitioner as security deposit for the loan, which has already been settled by the petitioner.

8. Such return/issuance shall be completed within an outer limit of a fortnight from date.

9. There will be no order as to costs.

10. Urgent photostat certified copies of this order, if applied for, be made available to the parties upon compliance of all necessary formalities.

(Sabyasachi Bhattacharyya, J.)