14
18.09.2024
AGM

In The High Court At Calcutta
Constitutional Writ Jurisdiction
Appellate Side

W.P.A 4973 of 2020

Khurshid Ahmed Perwez
-versus
Reserve Bank of India & Ors.

Mr. Amit Ranjan Roy,
Mr. Prodyut Kumar Roy.
...For the Petitioner.

Mr. Aritra Kumar Roy.
Ms. Paromita Banerjee.
... for the respondent.

Affidavit-of-service filed in Court today is taken on record.

Leave granted to the advocate of the respondent no. 3 to file the vakalatnama in the department in course of the day.

The petitioner prays for a direction upon the Bank of India being the respondent no. 3 herein to release the vehicle, which was hypothecated to the Bank.

Reliance has been placed on the order dated 14th June, 2019 passed by the Kolkata Debts Recovery Tribunal - 2 in O.A./208/2017 (**Bank of India Vs Khurshid Ahmed Perwez**), wherein the Tribunal clearly recorded that the applicant Bank received the full and final settled amount of rupees four lac towards their dues upto the full satisfaction of the Bank.

Despite receipt of the due amount, the vehicle of the petitioner has been released as parking charges of Rs. 3,33,300/- has been claimed by the garage where the vehicle of the petitioner has been parked by the Insurance Company.

The petitioner prays for release of the vehicle.

Learned advocate representing the Bank submits that the amount that was repaid by the petitioner did not include the parking charges. The said charges are required to be paid separately by the petitioner over and above the amount of rupees four lac which was paid.

The Court is not inclined to accept such submission made on behalf of the Bank.

The order of the Tribunal clearly records that a petition supported by an affidavit affirmed by the Manager of the Bank was filed disclosing that the Bank has received the settled amount towards the full and final settlement of the dues. There is not a single word mentioned with regard to the parking charges to be paid separately by the petitioner for getting the vehicle released.

It is the legitimate expectation of the petitioner that on payment of the settled amount the vehicle in question will be released by the Bank. It is the bank who kept the vehicle in the garage. The petitioner does not have any agreement with the garage. It is for the

Bank to settle the matter with the garage and not direct the petitioner to pay the parking charges separately.

If the Bank was of the view that the parking charges were liable to be paid by the petitioner separately, then the same ought to have been mentioned in the petition filed before the Tribunal and the same should have been reflected in the order of the Tribunal.

The petition of the Bank and the order of the Tribunal both are silent over the issue. The same implies that the Bank, upon full satisfaction of their dues including the parking charges, was agreeable to get the dispute settled and the loan account closed. On closure of the account it was the responsibility of the Bank to release the vehicle.

At that stage the Bank cannot turn around and request the petitioner to collect the vehicle from the garage directly upon payment of parking charges.

In view of the above, the instant writ petition is **disposed of** by directing the respondent no. 3 to take steps for immediate release of the vehicle of the petitioner bearing no. WB 37C7986. The vehicle shall positively be released by 4th October, 2024.

The writ petition stands disposed of.

Urgent photostat certified copy of this order be supplied to the parties, if applied for, as early as possible.

(Amrita Sinha, J.)