D/L.24.
May 21, 2024.
MNS.

WPA No. 13379 of 2024

Sanjay Verma
Vs.
Union of India and others

Mr. Somnath Bandyopadhyay,
Mr. Shreyash Mohta

… for the petitioner.

Mr. Amaresh Bag,
Mr. Suryaneel Das

…for the respondent no. 1.

Mr. Ranjit Singh,
Mr. Shounak Mukhopadhyay,
Ms. Nasrin Jahan

…for the respondent no. 3.

1. Learned counsel for the petitioner submits that the petitioner had taken a loan and subsequently sought to foreclose the same. In terms of the communications with the bank, the petitioner foreclosed the loan account on March 13, 2024 and paid the due payments as reflected at pages 20 and 26 to the writ petition. However, the respondent-bank, even subsequent to such foreclosure of the loan account, deducted the EMIs for the month of April and May, 2024. Even upon the petitioner making repeated representations, no response was received from the bank, for which the present writ petition has been filed.

2. However, learned counsel for the petitioner also submits that only recently, during pendency of the writ petition, a foreclosure certificate has been issued to the petitioner by the bank and the amounts for the months of April and May, 2024, which were deducted unlawfully, have been reversed to the account of the petitioner only yesterday.
3. Nevertheless, the petitioner still insists that his claim of damages/compensation ought to be granted by the court for the harassment suffered by the petitioner due to the late payment by the bank.
4. Learned counsel for the bank hands over a screenshot of the account of the petitioner and submits that throughout the relevant period, the bank had continued to display its request that the refund of the excess EMI would be granted by the bank.
5. That apart, it is submitted by learned counsel for the bank that the bank had been making communications in that regard and as such it cannot be said that the bank was liable in any manner for the purported delay in refunding the amount as well as issuance of foreclosure certificate.
6. Since the reliefs sought by the petitioner have been fully satisfied in the meantime, and as I

do not find that the writ petition discloses any material to substantiate the claim of the petitioner that there was gross negligence on the part of the bank and/or that any substantive damage has been suffered by the petitioner for the delay-in-question, I do not find any reason to award any compensation or damages to the petitioner.

7. In view of the grievances in the writ petition have already been redressed, WPA No. 13379 of 2024 is disposed of as infructuous by keeping on record the affidavit-of-service of the petitioner and the document handed over by the bank in court today.
8. There will be no order as to costs.
9. Urgent photostat certified copies of this order, if applied for, be made available to the parties upon compliance with the requisite formalities.

(Sabyasachi Bhattacharyya, J.)