

Item No.55
26.09.2024
Court. No. 19
GB

WPA 23861 of 2024

Sk. Safiul

Vs.

Punjab Nation Bank & Anr.

Ms. Ritika Kurmi,

Ms. Sanchita Dey

...for the Petitioner.

Ms. Sreemoyee Mitra

...for the Bank.

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

The only ground of challenge in this writ petition is that the bank had not supplied reasons as to why the One Time Settlement proposal of the petitioner was rejected by the bank. The bank had cancelled the OTS proposal as the petitioner's offer of Rs.9 lakhs, was not acceptable. According to the bank, the dues are above Rs.21 lakhs.

It is well-settled that the writ court, under Article 226 of the Constitution of India, cannot direct a bank to accept any sum less than the offered dues, by issuing a mandamus. It is between the bank and the petitioner to come to a figure. The parties entered into a commercial contract and it is entirely within the jurisdiction of the bank to decide what amount would be just and proper as a One Time Settlement. The bank is not required to pass reasons as to why the amount offered by the petitioner was not acceptable.

Under such circumstances, the Court does not deem it fit to pass any order. If the petitioner was aggrieved by the

SARFAESI proceeding, the petitioner's remedy was before the learned Debts Recovery Tribunal. In any event, the bank will act strictly in accordance with law, and take all steps as per the provisions of law and rules framed thereunder.

Accordingly, the writ petition is disposed of.

Parties are to act on the basis of the server copy of this order.

(Shampa Sarkar, J.)