IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.16613 of 2017

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Rajnandan Yadav S/o Late Nathuni Yadav Resident of Village - Deokuli, P.O. - Serthua, P.S. - Makhdumpur, Dist - Jehanabad.

... ... Petitioner/s

Versus

1. The State Of Bihar
2. The District Certificate Officer-cum-District Supply Officer, Jehanabad.
3. Madhya Bihar Gramin Bank through Branch Manager of Madhya Bihar Gramin Bank Makhdumpur Branch, Dist

... ... Respondent/s

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Appearance :
For the Petitioner/s : Mr. Abhay Kumar
For the Respondent/s : Mr. Arbind Ujjawal - Sc4

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CORAM: HONOURABLE JUSTICE SMT. G. ANUPAMA CHAKRAVARTHY

ORAL ORDER

3 08-07-2025

1. The Writ petition is filed to quash the notices dated 09.08.2015, 23.08.2016 and 22.05.2017 issued by the Respondent No. 2 and further to quash the letter No. 380/2017 (Warning Letter) dated 06.05.2017 issued by Respondent No. 3.

2. The brief facts, as culled out from the Writ petition, are that the petitioner, being a farmer has availed agriculture loan, from the Madhya Bihar Gramin Bank, Makhdumpur Branch for purchasing a tractor, vide Loan Account No. AU-312. He had deposited several original deeds of conveyance, mortgaging his land, in favour of the bank. The petitioner has made several request for

return of his original sale deeds. The respondent-Bank has taken every coercive steps since 18.04.2012 and frustrated the agriculture purpose of the petitioner. The first attachment of the tractor was made, almost 7 months thereafter. The petitioner has repaid Rs. 49,000/- to the concerned bank on 31.10.2012 and got his tractor released. At the time of advancement of the loan, the petitioner had also deposited Rs. 500/- and Rs. 1,10,000/-. On perusal of the passbook, it appears that only Rs. 1319/- remained in the account of the petitioner and he had not withdrawn a single pie from this account. On 29.12.2006, the respondent-Bank compelled the petitioner to open a K.C.C. account for which the petitioner deposited Rs. 60,000/-. On 29.12.2006, he was issued a receipt of payment of Rs. 33,000/- at the direction of the Bank Manager. The petitioner paid Rs. 70,000/- as margin money on 17.01.2012 for financing the tractor. Later, the petitioner deposited Rs. 2,89,500/- out of the total due amount of Rs. 3,46,248/-. On 04.07.2015, the respondent-Bank again seized the tractor in connection with Certificate Case No. 03/2015-16, and notice was issued.

3. It is the specific contention of the Learned counsel for the petitioner that the petitioner has invested a huge amount with the bank. In spite of it the loan under the agreement was not waived off, and therefore, prayed to quash the demand notices issued by the bank.

4. The contents of the Writ petition further disclose that the petitioner had also lodged a complaint before the District Consumer Forum, which was registered as Case No. 46 of 2015, seeking relief of Rs. 3, 30,000/- against the bank.

5. Heard the Learned counsel for the petitioner as well as Learned counsel for the respondents.

6. On perusal of the entire records, it is evident that the Writ petition is filed at a very premature stage, challenging the notices. The dispute is purely a civil dispute between the petitioner, as an individual, and the Bank. The

fundamental rights of the petitioner are nowhere infringed in any manner. It is purely a contractual matter between the petitioner and the Bank. If at all the petitioner has any grievances, he ought to have avail an alternative remedy available under the law.

7. As the petitioner filed the Writ petition at a very premature stage, the Writ petition is dismissed as it is devoid of merits.

(G. Anupama Chakravarthy, J)

Ranjeet/-

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