

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.2400 of 2018

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M/s Raj Trading Through Its Proprietor Yogendra Prasad Rai S/o Late Rupa Rai, R/o Village P.O.- Sundarpur Barja, P.S.- Behea District- Bhojpur.

... .. Petitioner/s

Versus

1. The Chief Manager, Punjab National Bank, Circle Office, Ara 2nd Floor Hotel Regal Complex, East Ramna Maidan Road, Ara, District-Bhojpur (Bihar)
2. The Branch Manager, Punjab National Bank, Gaura, P.S.- Behea, District-Bhojpur.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Sheo Jee Mishra
For the Respondent/s	:	Mr. Mritunjay Kumar
	:	Mr. Ram Ganesh

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CORAM: HONOURABLE JUSTICE SMT. G. ANUPAMA CHAKRAVARTHY

ORAL JUDGMENT

Date : 24-06-2025

1. The writ petition is filed for the following reliefs:-

- (i) Issuance of a writ/ writs/order/ orders/direction/directions in the nature of mandamus commanding the respondent authorities to settle the claim of the bank amicably and provide ample time to the petitioner to make payment of the dues installment due to damages done during the flood and the business of the petitioner



paralysed due to non- payment of insurance claim by the respondent Bank itself.

(ii) Issuance of a writ/ writ/order/ orders in the nature of prohibition to the respondent Bank not to sale the mortgaged property of the petitioner as secured assets of the Bank as the petitioner is ready to redeem the claim of the Bank in installment due to heavy loss in business during flood in the area.

(iii) Issuance of any other relief/reliefs.

2. On perusal of the entire writ petition, it is evident that the petitioner has sustained loss due to heavy flooding, and the brick kiln was damaged. Further, the bank has also assessed the petitioner's loss in the statement prepared by them.

3. It is the contention of the learned counsel for the petitioner that the brick kiln was insured by National Insurance Company Ltd. through the respondent bank. However, the Insurance Company is not a party to the writ petition. Moreover, this is



purely a civil dispute between the petitioner and the bank.

4. The contents of the writ petition also disclose that the bank has taken all measures to sell the secured assets of the petitioner.

5. In **PHR Invent Educational Society v. UCO Bank and Others**, (Civil Appeal No. 4845 of 2024), their Lordships of the Apex Court have held as follows:

“Ordinarily the High Court would not entertain a petition u/Art. 226 if an effective remedy is available to the aggrieved person...”

Likewise, in the matter of **Celir LLP v. Bafna Motors (Mumbai) Pvt. Ltd. and Ors.** reported in **(2024) 2 SCC 1**, their Lordships of the Apex Court have held as follows:-

“97. This Court has time and again, reminded the High Courts that they should not entertain petition under Article 226 of the Constitution if an effective remedy is available to the aggrieved person under the provisions of the SARFAESI Act ...”

In the case of **United Bank of India v. Satyawati Tondon and Ors.** reported in **(2010) 8**



SCC 110, their Lordships of the Apex Court have held as follows:-

“43. ... the High Court overlooked the settled law that the High Court will ordinarily not entertain a petition under Article 226 of the Constitution if an effective remedy is available to the aggrieved person and that this rule applies with greater rigour in matters involving recovery of taxes, cess, fees, other types of public money and the dues of banks and other financial institutions ...”

It is further held:-

“... the High Court must insist that before availing remedy under Article 226 of the Constitution, a person must exhaust the remedies available under the relevant statute.”

6. The principle stated in the above judgments squarely applies to the facts and circumstances of the present case. Therefore, the writ petition is dismissed as it is devoid of merit.

(G. Anupama Chakravarthy, J)

vinita/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	25.06.2025
Transmission Date	

