IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.4958 of 2017

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Hari Kishore Singh Son of Late Hari Ballabh Singh, Resident of Village-Marwan, P.O.- Marwan, Via- Siho, P.S.- Sakra, District- Muzaffarpur.

... ... Petitioner/s

Versus

1. The Central Bank Of India Through Its Chairman and Ors
2. The Regional Manager, Central Bank of India, Muzaffarpur.
3. The Branch Manager, Central Bank of India, Siho Branch, District-Muzaffarpur.

... ... Respondent/s

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Appearance :

For the Petitioner/s	:	Mr.Nand Gopal Mishra, Advocate
For the Respondent/s	:	Mr.Ajay Kumar Sinha, Sr. Advocate
	:	Mr.Ajit Kumar Sinha, Advocate
	:	Ms.Minu Kumari, Advocate
	:	Ms.Dilkash Khan, Advocate

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CORAM: HONOURABLE JUSTICE SMT. G. ANUPAMA CHAKRAVARTHY

ORAL JUDGMENT

Date : 22-04-2025

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

> (i) for issuance of writ of mandamus or any appropriate writ/order/direction to the respondents to release the Tractor of the petitioner bearing Registration No. BR-33F-2183 (Excort-434 PT Tractor) in proper running condition as it was at the time of its seizure by the Bank to the petitioner forthwith, which the respondent/Bank agreed after settling the issue and arriving at a compromise with the petitioner on 11.03.2016.
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> or

In alternative, if the respondent/Bank fails to release and handover the said Tractor to the petitioner in proper running condition, the respondents be directed to close the loan account No. 2359624766 and return back the mortgaged land papers along with no dues certificate to the petitioner, issued in respect of the said loan account.

(ii.) Any other relief/reliefs for which the petitioner is found entitled may be granted to the petitioner.

2. On perusal of the entire record, it is evident that the petitioner availed a loan from the Central Bank of India, Siho Branch, in 2008 under Kisan Credit Card No. 1361. The writ petition specifically contends that five bighas of land were mortgaged with the bank along with the relevant land papers.

3. Initially, a sum of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand only) was sanctioned under the Kisan Credit Card. Additionally, a loan of Rs. 3,50,000/- (Rupees Three Lakh Fifty Thousand Only) was sanctioned for a tractor under Loan Account No. 2359624766. Both loans were dealt with jointly by the bank, and the tractor was delivered with margin

money provided to the agencies from the Kisan Credit Card account.

4. Furthermore, the writ petition contends that no EMI was fixed, only a period of five years was stipulated for the repayment of the loan. The tractor was hypothecated to the bank under an agreement dated 05.11.2008. Pursuant to this agreement, the agency delivered the tractor but caused an unreasonable delay in providing the proper documents for the registration of the tractor with the District Transport Office. As a result, the registration was only completed in 2010, with Registration No. BR-33F-2183 dated 02.03.2010. The writ petition further contends that due to the delayed registration of the tractor and crop failures, the petitioner was unable to repay the loan amount within the stipulated five-year period, leading the bank to issue a notice dated 05.03.2013, demanding payment of Rs. 2,46,283/-. When the petitioner failed to make the necessary payment, the tractor was seized by the bank on 12.06.2013. The present writ petition

seeks the release of the seized tractor or the closure of the loan account.

5. This is purely a civil dispute between the bank and the petitioner concerning a commercial transaction that took place between them. There is no infringement of the fundamental rights of the petitioner in any manner. If the petitioner is aggrieved by the actions of the bank, he must approach the appropriate forum to seek redress.

6. Therefore, the writ petition is not maintainable and is dismissed as devoid of merit.

(G. Anupama Chakravarthy, J)

vinita/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	23.04.2025
Transmission Date	