IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.289 of 2024

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Prabhat Ranjan Son of Shri Ram Naresh Sharma Resident of Village- Nandanpura, PS - Makhdumpur, District- Jehanabad.

... ... Petitioner/s

Versus

1. The State of Bihar through the Principal Secretary, Finance Department, Govt. of Bihar.
2. The Chief Manager, Reserve Bank of India at South Gandhi Maidan, Patna-4.
3. The Manager, Asset Finance, H.D.B. Financial Service Limited, First Floor, Hanuman Nagar, Raaza Bazar, Jehanabad-804408.
4. The General Manager, H.D.B. Financial Services Ltd. 3rd and 4th Floor, Hemlatha Mansion, 7-1-397/11 and 112, S.R.R. Nagar, Hyderabad-500038, Telangana.
5. Recovery Officer, (Namely Ravi Kumar), of H.D.B. Financial Serivices Limited, 1st Floor G.R. Tower, Nagmatiya Road, Gaya (Near- Railway Hospital).
6. Recovery Agent, Vikash Kumar, H.D.B. Financial Serivices Limited, Nagmatiya Road, Gaya.
7. Superintendent of Police, Nalanda District.
8. Officer I/C Police Station, Noor Sarai, District- Nalanda.

... ... Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Ashutosh Kumar, Adv.
For the Respondent/s	:	Mr. Government Pleader 02

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CORAM: HONOURABLE MR. JUSTICE A. ABHISHEK REDDY
ORAL JUDGMENT

Date : 26-03-2025

Heard the learned counsel for the parties.

The present writ petition has been filed for the following relief(s):-

> *"(I). Respondent Authority be ordered to pay Insurance value of Rs. 12 lakh to petitioner.*
>
> *(ii) Respondent Authority be ordered to pay compensation to the petitioner @ Rs. 3000/- per day with effect from 15.01.2023 (the date of seizure of vehicle) to the date of payment of Insurance of Vehicle to the petitioner.*

(III) Respondent Authority be directed to institute F.I.R. against Recovery Officer Ravi Kumar and Recovery Agent Vikash Kumar of HDB Financial Services Ltd. Branch 1st Floor G.R. Tower Nagmatiya Road, Gaya (Near Railway Hospital)."

(IV) Any other relief/ reliefs for which the petitioner is found entitled in accordance with law.

3. Learned counsel appearing on behalf of the petitioner has stated that the petitioner has obtained a loan of Rs. 7,15,000/- from HDB Financial Services Limited, Nagamatiya Road Gaya in respect of Tata LPT 3118 TC bearing Registration No. JH-02W-3663. Further, counsel has stated that the petitioner was required to pay a monthly Equated Monthly Installment (EMI) of Rs. 30,150/- to the HDB Financial Service Limited and he has been paying the said installments. However, the respondent HDB Financial Services Limited without any prior notice or without any intimation, have seized the vehicle of the petitioner in high handed manner at Tharthari Road, P.S. Noor Sarai, District-Nalanda. Learned counsel has stated that the manner in which the vehicle has been seized is contrary to the well settled principles of law. That the respondent HDB Financial Service Limited cannot take the law in its own and seize the vehicle without giving an opportunity to the petitioner or putting him on notice. Further, it is stated that though the petitioner has been paying the monthly EMIs regularly, the authorities have sold the vehicle by back dating the letter of intimation addressed to the petitioner intimating about the

sale of the vehicle. Learned counsel has therefore, prayed this Hon'ble Court to allow the present writ petition and grant the prayer sought for.

4. *Per contra*, the learned counsel appearing on behalf of the respondents has vehemently opposed the very maintainability of the present writ petition. Learned counsel has drawn the attention of the Court to the loan statement in respect of the vehicle loan availed by the petitioner and pointed out to the various installments paid by the petitioner by way of cheques, which reflects that the cheques have bounced. Learned counsel has stated that the cheques given by the petitioner have bounced approximately 15 times therefore, the authorities left with no other alternative remedy have put the petitioner on notice and taken possession of the subject vehicle strictly in accordance with the provisions of the agreement entered between the parties. Further, it is stated that though the petitioner was given ample opportunity to pay the balance installments, he has not availed the same. That prior notices were issued to the petitioner but failed to pay the balance 17 installments out of the total 30 installments. That the respondent/Bank had no other option but sell the vehicle by way of public auction. Learned counsel has drawn the attention of the Court to the various notices issued to the petitioner wherein the

petitioner was intimated about the payments due. Learned counsel has therefore, prayed this Hon'ble Court to dismiss the present writ petition.

5. A perusal of the documents more particularly, the statement of loan account taken by the petitioner reveals that the petitioner was liable to clear the loan of Rs. 7,15,000/- in 30 EMIs, however he has paid only 13 installments. A perusal of the loan account statement shows that the cheques issued by the petitioner were repeatedly dishonored due to insufficient funds. Further, the record reveals that the petitioner was put on prior notices before the sale of the vehicle was done. Further, it is to be noted that an Arbitrator had also been appointed in this particular case and the said Arbitrator has passed the award dated 09.06.2023 in favour of the respondent/Bank but for reasons best known to the petitioner, he did not appear before the said arbitrator.

6. Further, the seizure and sale of the vehicle is a consequential act done after passing of the award therefore, it cannot be said that the respondent authority have highhandedly seized the vehicle without following any procedure. The petitioner has been given ample opportunity to repay the loan amounts but having failed to do so, the authorities have rightly seized the vehicle and sold the same in public auction.

7. Having regard to the above, this Court does not find any merit in the present writ petition which warrants any interference by this Court and the same is accordingly dismissed. However, in case the petitioner has any other grievance, he is free to approach the civil court for redressal of the same.

8. The writ petition accordingly, dismissed.

(A. Abhishek Reddy, J)

Ayush/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	22.04.2025.
Transmission Date	NA