09.09.2025
Item No.105.
Court No.551.
S. De
266306

**WPA 4501 of 2025**

**Raja Dutta.**
**Vs.**
**Reserve Bank of India & Anr.**

Md. Muhammad Obaid, ...for the petitioner.

Mr. Mridutpal Bhattacharyya,
...for the respondents.

1. Affidavit-of-service filed in Court be kept with the records.
2. The writ petitioner alleges arbitrary action on the part of Indusind Bank in not accepting the last of the three instalments by which a sum, allegedly settled between the petitioner and Indusind Bank Limited for squaring off a loan availed of by the petitioner from the said bank, was to be paid.
3. Learned advocate appearing for the petitioner draws the attention of this Court to a letter dated July 29, 2024 (Annexure P-3 at page 21 of the writ petition) and submits that Indusind Bank had itself agreed to settle the loan at an amount of Rs.36,28,000 (Rupees Thirty Six Lakhs Twenty Eight Thousand) under an OTS (One Time Settlement) and that the said sum was to be paid in three instalments as indicated in the said letter. It is submitted by the petitioner that two of the said

three instalments have already paid and the bank is arbitrarily refusing to accept the third instalment.

4. Learned counsel appearing for the Indusind Bank submits that the writ petition cannot be entertained against Indusind Bank inasmuch as the said bank is a private bank. It is further submitted that, in any event, the loan account of the petitioner has already been assigned by Indusind Bank to an asset reconstruction company and as such the lender-borrower relationship between the bank and the petitioner is no longer existent.
5. Learned advocate appearing for the bank further submits that the document alleged to be a letter dated July 29, 2024, that has been relied on by the petitioner is a forged document and that, in fact, no such letter has been issued by Indusind Bank at all.
6. Heard learned counsel appearing for the parties and considered the material on record.
7. It is noted that the writ petition is directed against the alleged arbitrary act of a private bank. It is now well-settled that a writ petition cannot be entertained against a private bank inasmuch as a private bank does not discharge any public function either while sanctioning loan or while recovering the same or even while settling the

same. See **Federal Bank Limited Vs. Lily Thomas (2003) 10 SCC 733** and **S. Shobha Vs. Muthodt Finance Limited 2025 (SCC Online SC 177)**

8. Since the writ petition does not involve any public element which may persuade this Court to exercise its writ jurisdiction under Article 226 of the Constitution of India, therefore, this writ petition is not entertained.

9. It is submitted on behalf of the writ petitioner that a representation has been made to the Ombudsman on February 11, 2025. This Court does not comment on the merits of the said representation dated February 11, 2025. However, mere making of such representation before the Ombudsman would not address the issue as regards maintainability of the present writ petition. In any case, the Ombudsman shall be free to take its decision on the representation dated February 11, 2025 in accordance with law.

10. W.P.A. 4501 of 2025 is accordingly dismissed without any order as to costs.

11. Dismissal of this writ petition shall, however, not prevent to the writ petitioner from taking recourse to any other remedy that may be available to the writ petitioner in accordance with law.

**(Om Narayan Rai, J.)**