26.11.2025
Court No.25
D/L No.15
S. Gayen

IN THE HIGH COURT AT CALCUTTA
CONSTITUTIONAL WRIT JURISDICTION
APPELLATE SIDE

WPA 17329 of 2025

Mojaffar Mondal
Versus
The Union of India & Ors.

Mr. Atarup Banerjee
Mr. Arindam Sen
Mr. Saurav Basu
Mr. Rajdeep Pramanik
Ms. Simika Ray
Ms. Payel Maji
…for the Petitioner

Mr. Debabrata Das
Mr. A. SArkar
Mr. Pratik Acharjee
…for the Respondent No.2

Ms. Soni Ojha
…for the Respondent Nos. 3-5

Mr. Pradip Paul
Ms. Renesa Dey
…for the Union of India

1. The petitioner has filed the present writ application praying for a direction upon the respondent No.7 to consider the representation of the petitioner for adjustment of the installment of the bank loan.

2. Learned counsel appearing for the petitioner submits that the petitioner initially has obtained loan of Rs. 9,40,000/- but the petitioner could not proceed with the sanctioned loan and subsequently on 5th of March, 2025 the bank has sanctioned loan amount of Rs.

7,40,000/-. The term of loan is for 84 months that is till 6th March, 2032 and the mode of payment of loan as quarterly basis. The learned counsel for the petitioner submits that at the time of sanction of the loan, the bank has given the schedule specifying the principle amount and the interest amount require to be paid by the petitioner. He further submits that as per the schedule the principle amount will be Rs. 26,429/- and interest would be Rs. 8,325/-, total amounting to Rs. 34, 754/- by calculating the interest at the rate of 14.62%. he submits that all of a sudden the bank has issued the revised schedule of payment of loan on 20th March, 2025 by increasing the interest from 8,325/- to 26,000/- and accordingly the petitioner has made a representation to the authority but the representation has not been considered and still pending for consideration.

3. Learned counsel for the respondent/bank submits that after the loan of 7,40,000/- is sanctioned, the schedule has given to the petitioner by intimating the interest at Rs. 8,325/- that is per month but the petitioner has to pay the loan amount quarterly and when the respondent/bank has realized this mistake, immediately the same has been rectified and revised schedule has been provided to the petitioner. She submits that the bank has not increased any rate of interest. Only the bank has informed earlier the

interest as shown as per month and now it has been shown as quarterly.

4. Learned counsel for the bank further submits that the writ petition filed by the petitioner is not maintainable as it is purely a contractual dispute between the petitioner and the bank.

5. Heard the learned counsel appearing for the respective parties and perused the materials on record. This Court finds that initially the respondent/bank has given the schedule for repayment of the loan in which the interest is mentioned as 8,325/- but the said interest is per month not quarterly. The petitioner has to pay the quarterly and not by monthly. When the bank has realized that the mistake has occurred, the bank has revised the schedule and provided to the petitioner intimating the quarterly interest of the loan amount would be 26,000/-.

6. Considering the above, this Court finds that the bank has not committed any illegality.

7. Accordingly, WPA 17329 of 2025 is dismissed.

8. All parties shall act on the server copy of this order duly downloaded from the official website of this Court.

9. Urgent Photostat certified copy, if applied for, be given to the parties upon compliance with all formalities.

(Krishna Rao, J.)