

22.04.2025
sayandeep
Sl. No. 1152
ML
Ct. No. 05

WPA 23264 of 2024

Prabir Chowdhury
Vs.
The Baidyabati Sheoraphuli cooperative Bank
Limited & ors.

Mr. Sabyasachi Mukherjee
Mr. Mukesh Khanna
Mr. Mrinmoy Nandy
Ms. Ankita Nandi
Mr. Biswajit Mukherjee
Ms. Swastika Saha

.... for the petitioner

Mr. Ankit Sureka
Mr. Asis Dutta

.....for the respondent No. 1

1. The present writ petition has been filed, *inter alia*, praying for a direction upon the Bank to release the security documents deposited by the petitioner in his capacity as guarantor in respect of the loan availed by his wife, namely, Mita Sarkar.
2. Records would reveal that a sum of Rs. 1,00,000/- had been disbursed in favour of his wife by the bank on 15th November, 2009.
3. Mr. Mukherjee, learned advocate representing the petitioner would submit that it is an admitted position that the aforesaid loan had since been repaid and the loan amount closed. Notwithstanding the aforesaid the respondents have not released the security in his favour. He would submit that the respondents by relying on the letter dated 23rd April, 2024 are insisting that since the petitioner is a guarantor in respect of the loan advanced in favour of M/s Debi Fabtech Pvt. Ltd. and the said loan account having become a non-performing asset, the petitioner is liable to make payment of Rs. 1,86,131/-. According to him, the

aforesaid claim of the Bank against the loan advanced in favour of M/s Debi Fabtech Pvt. Ltd. cannot justify withholding of the security given by the petitioner.

4. Mr. Sureka, learned advocate representing the Bank has placed before this Court the letter of guarantee and would submit that the petitioner is a guarantor in respect of loan advanced in favour of M/s Debi Fabtech Pvt. Ltd. for a sum of Rs. 1crore and the liability of the petitioner is co-extensive with M/s Debi Fabtech Pvt. Ltd. The loan has become a non-performing asset and recovery proceeding has been initiated. As such no interference is called for.
5. Considering the fact that the petitioner does not dispute the aforesaid letter of guarantee, I am of the view that the petitioner is best left to avail his remedy before the appropriate forum especially when the matter concerns disputed question of fact which cannot be conveniently decided by invoking the extraordinary remedy of this Court.
6. Accordingly, the writ petition is dismissed without any order as to costs.

(Raja Basu Chowdhury, J.)