

Form No. J.(2)
Item No. 41 & 42
AB

**IN THE HIGH COURT AT CALCUTTA
Circuit Bench at Jalpaiguri
Constitutional Writ Jurisdiction
Appellate Side**

Present:

The Hon'ble Justice Aniruddha Roy

W.P.A. 1599 of 2025

M/S. Evergreen Rice Mill Private Limited & Anr.
Vs.
The State of Bank of India & Ors.

With

W.P.A. 1600 of 2025

M/S. Indramani Mini Rice Mill & Anr.
Vs.
The State Bank of India & Ors.

For the petitioners in both the writ petitions	:	Ms. Reshmi Ghosh, Advocate (VC) Mr. Deborshi Dhar, Advocate
For respondent nos. 1 & 2 in both the writ petitions	:	Mr. Sagnik Bhowmik, Advocate (VC) Mr. Subham Chanda, Advocate Ms. S. B. Roy, Advocate
For respondent nos. 3 & 5 in both the writ petitions	:	Mr. Shourjya Mukherjee, Advocate (VC) Mr. Salok Sah, Advocate
Heard on	:	September 9, 2025
Judgment on :	:	September 9, 2025

Aniruddha Roy, J.

Affidavit of service filed in Court today, is taken on record.

The prayers from the writ petition are quoted below:

“(a) Issue a Writ of or in the nature of Mandamus commanding the respondents and/or their men, agents and assigns in particular the respondent State Bank of India, SME Siliguri, Branch to

forthwith and/or immediately restrain from deducting Rs.1,78,000/- as EMI from the petitioners' bank account No. 37371595911 maintained with State Bank of India, SME Siliguri Branch and to act in accordance with law by acting in the manner stated herein above;

(b) Issue a Writ of or in the nature of Mandamus commanding the respondent authorities and/or their men, agents and assigns not to issue any order of attachment against the petitioners and to refund Rs.1,65,58,000/- obtained fraudulently under the scheme from the petitioners with the misrepresentation on the part of the respondent Nos. 3, 4 and 5 and to act in accordance with law by acting in the manner stated herein above;

(c) Issue a Writ of or in the nature of Mandamus commanding the respondent authorities and/or their men, agents and assigns to forthwith and/or immediately restore the damaged caused to the roof of the petitioners rive mill and recover the damages caused to the petitioner for practice of fraud under a Government Scheme by the respondent nos. 3, 4 and 5 and to act in accordance with law by acting in the manner stated herein above;

(d) Issue a Writ of or in the nature of Certiorari calling upon the respondents and each of them to certify and transmit the original records of the case before this Hon'ble Court so that conscionable justice may herein be administered by restraining State Bank of India from deducting Rs.1,78,000/- as EMI from the petitioners' Bank Account No. 37371595911 maintained with State Bank of India, SME Siliguri Branch and by directing for refunding Rs.1,65,58,000/- to the petitioners as fraudulently obtained under the scheme;

(e) Rule of NISI in terms of prayers (a) to (d) as above;

(f) An interim order of injunction restraining the respondents State Bank of India from deducting Rs.1,78,000/- as EMI from the petitioners' Bank Account No. 37371595911 maintained with

State Bank of India, SME Siliguri Branch SBI till disposal of the instant writ petition.

- (g) Issue an ad-interim order directing the respondents State Bank of India from restraining itself in deducting Rs.1,78,000/- as EMI from the petitioners' Bank Account No. 37371595911 maintained with State Bank of India, SME Siliguri Branch and to pass any order of attachment;*
- (h) Order for cost and incidental to this application to be paid to the petitioners by the respondents;*
- (i) Such further or other order or orders as Your Lordships may deem fit and proper."*

The petitioners submit that, a scheme was floated by the Government of India under the name '**Surya Shakti-Solar Finance**'. Under the said scheme an arrangement for financing was made with the State Bank of India (SBI). The petitioners applied to avail of such financial facility to be obtained from SBI, **annexure P-1** at **page 29** to the writ petition. The purchase order dated **May 23, 2022, annexure P-2** at **page 44** to the writ petition was executed where the first petitioner has been described as the buyer and M/S. Tata Power Solar Systems Ltd. and one M/S. Sanchay New Age Developers Private Limited were described as sellers being respondent nos. 3 and 5 herein and the channel partner was respondent no. 4. The said purchase order contains an arbitration clause at **page 47** to the writ petition.

The petitioners alleged that the said purchase order was in effect issued in terms of the said scheme of the Government of India under which petitioner was availing of financial assistance from SBI. The petitioners further alleged that the private respondents under the said purchase order have committed certain breaches as a result the petitioner has been suffering

and SBI has been deducting the monthly installments towards repayment of the financial assistance from the account of the petitioners.

The petitioners further submit that SBI is also a party to the said transaction as SBI was appointed the financier to provide financial assistance. In this regard learned counsel for the petitioners has referred to a document exchanged between Tata and SBI at **page 67** to the writ petition.

Learned counsel Ms. Reshmi Ghosh, appearing virtually for the petitioners submits that, SBI has been continuing to deduct the monthly installments from the account of the petitioners, despite having knowledge that the private respondents have caused breach of the terms and conditions of the said purchase order.

Being aggrieved by the act of the SBI in deducting monthly installments from the account of the petitioners, this writ petition has been filed.

After considering the submissions made on behalf of the petitioners and the parties and on perusal of the averments made and the reliefs claimed in the writ petition, it appears to this Court that, SBI has been appointed as a mere financier in connection with the subject project which flew from a scheme framed by the Government of India. Assuming there being a breach of terms and conditions committed by the private respondents who are parties to the said **purchase order** at **page 44** to the writ petition, for which the petitioners has been suffering being a party to the said purchase order, the same cannot be attributed to the SBI and SBI cannot be restrained from realising monthly installments from the account of the petitioners. The installments are deducted by SBI on account of repayment of the financial

assistance obtained by the petitioners from SBI. Once the financial assistance has been obtained by the petitioners, the same has to be repaid by the petitioners, as the debtors to its creditor SBI and SBI is entitled to deduct installments from the account of the petitioners, unless otherwise agreed. The petitioners could not demonstrate any such stipulations or provisions to the contrary.

Even if, the allegations pleaded in the writ petition are taken to be true, then also it is purely an accounting dispute between the petitioners and SBI, at the highest arising out of the alleged breach committed by the private respondents who are parties to the said purchase order. The disputes, if any, as raised by the petitioners are totally civil in nature. Admittedly no writ petition lies against the private respondents, as they are not authorities within the meaning of Article 12 of the Constitution of India. Considering the transactions pleaded in the writ petition, SBI, *prima facie*, has not acted in a manner for which a writ petition can be maintained arising out of an alleged breach under the said purchase order or any alleged accounting dispute with SBI.

In view of the foregoing reasons and discussions this Court is of the firm opinion that the instant writ petition is totally frivolous, harrasive and not tenable in law. This is a clear attempt to bring a civil dispute with several triable issues within the writ jurisdiction, which is not permitted in law.

Accordingly, this writ petition being **W.P.A. 1599 of 2025** stands **dismissed**, without any order as to costs.

However, dismissal of this writ petition shall not preclude the petitioners to apply before the appropriate civil forum in accordance with law, if the petitioners are otherwise entitled to do so in law.

It is also made clear that, this Court has not expressed any opinion on the merits of the claims and rival claims of the parties and the parties shall be at liberty to take all the points available to them before the appropriate civil forum, if applied for.

In Re: **W.P.A. 1600 of 2025**

Learned counsel appearing for the parties have made a joint submission that, this writ petition is identical with that of the previous writ petition being **WPA 1599 of 2025** and accordingly this writ petition can be considered along with previous writ petition analogously.

Accordingly, by consent of the parties, this writ petition is considered analogously with that of the previous writ petition being WPA 1599 of 2025.

Since the transactions are identical and the reliefs claimed in the writ petition are also identical, this writ petition shall also have to suffer the same fate as of the previous writ petition being **WPA 1599 of 2025**.

Accordingly, this writ petition being **W.P.A. 1600 of 2025** also stands dismissed, without any order as to costs with the same liberty to the petitioners to apply before the appropriate civil forum in accordance with law as mentioned in the order passed in the previous writ petition.

Photostat certified copy of this order, if applied for, be furnished expeditiously.

(Aniruddha Roy, J.)