HIGH COURT OF UTTARAKHAND AT NAINITAL

Writ Petition Misc. Single No.188 of 2025

17 February, 2025

Viraat Ravi

--Petitioner

Versus

District Magistrate, Almora & others

--Respondents

Presence:-
Mr. Sanjay Bhatt, learned counsel for the petitioner.
Mr. D.S. Bora, learned Standing Counsel for the State.
Mr. Rajesh Nagarkoti, learned counsel for respondent no.3-Bank.

Hon'ble Pankaj Purohit, J.

Petitioner was issued a CCL Limit initially of Rs.4,00,000/-, but subsequently, it was raised to Rs.10,00,000/- by the respondent-Bank under MUDRA Yojna. Petitioner failed to repay the loan advanced to him due to freeze of his account by the bank on the basis of some guidelines issued by the Ministry of Finance Corporate Affairs, Government of India. A sum of Rs.4,94,735.08/- became outstanding against the petitioner in the accounts of bank.

2. Thereafter, respondent no.3 filed a civil suit being Original Suit No.26 of 2020, *IDBI Bank vs. HMI Infrastructure Private Limited & others* in the court of learned Civil Judge, Senior Division, Almora. The said Original Suit No.26 of 2020 was transferred to Commercial Court, Dehradun on the directions of this Court, where it was registered as Commercial Suit No.122 of 2022, *IDBI Bank vs. HMI Infrastructure Private Limited & others*. The said suit was dismissed for default

by learned Commercial Court on 03.01.2023. Subsequently, the respondent-Bank has initiated the proceedings for recovery of the amount, which according to the petitioner arose to Rs.12,18,063/- and a citation dated 17.12.2024 was issued by the respondent no.2.

3. Learned counsel for the petitioner made a specific plea before this Court that the respondent-Bank cannot initiate two parallel proceedings against the petitioner. He further contends that once the suit was filed by the respondent for recovery of the aforesaid amount, he should pursue that suit diligently and in case it was dismissed for non-prosecution or default the respondent-Bank has still a remedy to revive that suit by moving appropriate application as per law.

4. Learned counsel for the petitioner has categorically stated in para 14 of the writ petition that he is ready and willing to pay the aforesaid amount to the respondent-Bank on easy installments.

5. Today, Mr. Nitin Badoni, Branch Manager of IDBI Bank, Nainital is present in the Court along with his respective Advocate. On instructions, it is submitted by learned counsel for the respondent-bank that if the petitioner makes an application to the concerned Branch of the bank, the bank would leave the interest part and would recover only Rs.4,94,735/- from the petitioner. He further submits that if the petitioner makes such an application within ten days after depositing a sum of Rs.1,00,000/- in favour of the bank, the said application will be forwarded to the higher authorities of the bank for waiver of the interest and rest of the amount i.e. Rs.3,94,735/- may be deposited by the petitioner in the bank within a period of three months as per the Bank's

Norms.

6. Having considered the submissions made by learned counsel for the parties, especially, the Branch Manager, who is present before this Court, present writ petition is disposed of on the following terms and conditions:-

(i) Petitioner shall make an application within ten days to the bank concerned for waiver of the interest and to permit him to pay a sum of Rs.4,94,735/-.

(ii) In order to show his credential, petitioner shall deposit Rs.1,00,000/- within the aforesaid ten days on or before 27.02.2025.

(iii) The respondent-Bank shall send proposal to the higher authorities for waiver of the interest as per Bank's Norms which in turn would work out the amount to be paid by the petitioner.

(iv)The said amount so worked out shall be deposited by the petitioner in three easy installments within a period of next six months from the date it is communicated to the petitioner.

(v) In default of any of the terms and conditions of this order, the Bank would be free to recover the amount under citation, as per law.

7. Pending application, if any, stands disposed of.

(Pankaj Purohit, J.)
17.02.2025

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