IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.12001 of 2024

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M/s Jagdamba Enterprises through its Proprietor Shailendra Singh, Son of Bhikhari Singh, age about 47, Resident of Main Gali, Subashnagar, near Satsang Bhawan, Dehri, Rohtas, Bihar- 821307.

... ... Petitioner/s

Versus

1. The State Bank of India through Chief General Manager, Patna Main Branch, Gandhi Main, District-Patna- 800001.
2. The Assistant General Manager, Stressed Assets Recovery Branch, State Bank of India, Main Branch, Gandhi Main, District-Patna-800001.
3. The Regional Manager, State Bank of India, Patna Main Building, South Gandhi Maidan, Patna, Bihar-800001.
4. The Branch Manager, Dehri On Sone Branch, State Bank of India, Personal Banking Branch, Dehri, Shyam Sundar House, Pali Road, Dehri On Sone, District- Rohtas- 821305.
5. Miss. Rashmi Sinha, Post Unknown, Stressed Assets Recovery Branch, State Bank of India, Main Branch, Gandhi Main, District-Patna-800001.

... ... Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Adil Abbas, Advocate.
For the Respondent/s	:	Mr. Rakesh Kumar Singh, Advocate.
For the SBI	:	Mr. Santush Kumar Singh, Advocate.
		Mr. Anubhav Verma, Advocate.
For the Resp. No. 5	:	Mr. A. K. Sharan, Advocate.
		Mr. Prabhat Kumar Sharan, Advocate.
		Mr. Hemant Kumar Sharan, Advocate.

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CORAM: HONOURABLE MR. JUSTICE A. ABHISHEK REDDY

ORAL ORDER

13 12-01-2026 Heard learned counsel for the parties.

2. The present Writ Petition has been filed for the following reliefs:-

> *"(i) For issuance of writ or writs in the nature of Mandamus commanding the Respondents especially*

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Respondent No. 2 to grant/issue No Objection Certificate (NOC) to the petitioner for the Loan Account No. 61328665063 against the Loan Amount duly paid by the petitioner to the Respondent-State Bank of India.

(ii) For issuance of writ or writs in the nature of Mandamus commanding the Respondent-Bank to provide the compensation of Rs. 1,00,000/- to the petitioner against the mental and physical agony faced by the petitioner due to the negligence on the part of Respondent-Bank."

3. It is the case of the petitioner that pursuant to the OTS Scheme floated by the Respondent-Bank, the petitioner was obligated to pay an amount of Rs. 12,02,378.70 and the petitioner has been paying the same but due to some miscalculation and latches on part of the Respondent-Bank, the petitioner could not deposit the last instalment within the stipulated time. However, the petitioner has paid the entire outstanding amount including interest for the delayed payment on 06.07.2022. However, the Respondent-Bank is not issuing the 'No Objection Certificate' (NOC) though the petitioner has cleared the outstanding due amount as per the OTS Scheme granted by the Respondent-Bank. Learned counsel has, therefore, prayed this Hon'ble Court to allow the present writ petition and direct the Respondent-Bank to issue the NOC to the

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petitioner.

4. Per contra, the learned counsel appearing on behalf of the Respondent-Bank has vehemently opposed the very maintainability of the present writ petition. Learned counsel has stated that the petitioner has been granted the OTS Scheme and he was obligated to pay the entire outstanding loan amount by 19.06.2022, however, the petitioner has failed to do so. That the total amount as per the OTS Scheme is approximately Rs. 12,02,378/- but the petitioner has paid only Rs. 10 Lakhs even going by his own bank-statement till 19.06.2022, thereafter, the petitioner has deposited the balance amount of Rs. 2,17,380/- on 06.07.2022. Learned counsel stated that the OTS Scheme is a time bound scheme and the time schedule given in the OTS Scheme has to be adhered to strictly and in case there are any lapses on part of the petitioner in repaying the amount within the stipulated time, the OTS Scheme gets nullified and the petitioner has to pay the entire outstanding loan amount. Further, it is stated that in case the petitioner clears the outstanding loan amount, the Respondent-authority will issue a No Objection Certificate. Learned counsel has, therefore, prayed this Hon’ble Court to dismiss the present writ petition.

5. Admittedly, in the present case, the petitioner had

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availed loan from the Respondent-Bank and thereafter vide OTS Scheme dated 21.10.2020, he was granted one time settlement for clearing the outstanding due amount. The amount payable under the OTS Scheme was fixed at Rs. 12,02,378/-, the bank-statement filed by the petitioner (Annexure P/8) reflects that the petitioner has deposited an amount of Rs. 2 Lakhs on 21.12.2021, Rs. 1 Lakh on 29.01.2022, Rs. 1 Lakh on 29.04.2022 and Rs. 1 Lakh on 21.05.2022 and Rs. 1 Lakh on 10.06.2022 and Rs. 6,17,380/- on 30.07.2022. Learned counsel has stated that the amount of Rs. 6,17,380/- reflecting on 30.07.2022 is wrongly shown, as a matter of fact, the petitioner has deposited an amount of Rs. 4 Lakhs on 30.07.2022 and the balance amount after ascertaining from the Respondent No. 5 deposited the entire balance amount along with interest on the delayed payment, however, the same has not been reflected in time. Even if the contention of the petitioner is to be taken that he has deposited the entire amount, it is to be noted that as per the bank statement filed by the petitioner, the same reflects that the petitioner has deposited a total amount of Rs. 10 Lakhs till 21.06.2022. The petitioner has not deposited an amount of Rs. 2,17,380/- by the end of the stipulated time. Irrespective of the reasons for the delay, this court is not concerned with the same

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as the Hon'ble Supreme Court in a catena of cases has held that this Hon'ble Court sitting under Article 226 of the Constitution of India cannot direct the Respondent-Bank to either grant an OTS Scheme or change the timelines issued under the OTS Scheme.

6. Having regard to the same, this Court does not find any merit in the present writ petition which warrants any interference from this Court. The present writ petition is accordingly dismissed. However, the petitioner, if so advised, is free to clear the outstanding due amount and on such amount been paid, the Respondent-Bank shall issue 'No Objection Certificate' (NOC) to the petitioner.

(A. Abhishek Reddy, J)

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