(1998) 11 AHC CK 0058

In the Allahabad High Court

Case No : C.M.W.P. No. 953 of 1997 and 7 other writ petitions

Anupam Sari Centre and others APPELLANT

Vs

Collector, Padrauna and others RESPONDENT

Date of Decision : 03-11-1998

Acts Referred:

Reserve Bank of India Act, 1934 — Section 17(3A), 17(3B)
Uttar Pradesh Public Moneys (Recovery of Dues) Act, 1972 — Section 2, 3, 3(1)

Citation : (1999) 1 AWC 237

Hon'ble Judges : M.L. Singhal, J;G.P. Mathur, J

Bench : Division Bench

Advocate : Ranjit Saxena, N.S. Chahar, Ranvijai, Rajendra Kumar Misra, Ashok Bhushan, P.N. Misra and S.N. Srivastava, for the Appellant; C.S.C., Sharad Verma, V.K. Goel, Ajai, Rajendra Prasad Gupta, Sachin Mohan, K.L. Grover, Ashish Bhattacharya and S.P. Srivastava, for the Respondent

Final Decision : Disposed Of

Judgement

M.L. Singhal, J.—Through these various writ petitions, the petitioners have challenged the right of the opposite party Banks to realise the amount of loan taken by the petitioners, as arrears of land revenue under the provisions of Section 3 of the Uttar Pradesh Public Moneys (Recovery of Dues) Act. 1972 (hereinafter referred to as the Recovery of Dues Act only), and have prayed for quashing the Citation, issued by the opposite party district authorities. Since the controversy involved in all these writ petitions is the same, hence all the writ petitions are disposed of together.

2. We have heard S./Shri Ranjit Saxena, Rajendra Kumar Mishra. N. S. Chahar. Ashok Bhushan, Ran Vijai Singh, P. N. Mishra and S. N. Srivastava. learned counsel for the petitioners, and S./Shri Sharad Verma, V. K. Goel. Ajai, Rajendra Prasad Gupta, Sachin Mohan, K. L. Grover. Ashish Bhattacharya, S. P. Srivastava and the Chief Standing Counsel, learned counsel for the respondents.

3. In Writ Petition No. 953 of 1997. M/s. Anupam Sari Centre borrowed loan from

the respondent Central Bank of India under Cash Credit Facility. The loan borrowed by the petitioner. the petitioner contends, is a commercial loan, not under a State Sponsored Scheme. The said amount cannot be recovered under the provisions of the Recovery of Dues Act, The remedy open to the respondent Bank is to file a suit. The petition has been resisted by the respondent Bank, contending that the aforesaid facility to the petitioner was sanctioned under the State Sponsored Scheme as the respondent Bank uses to give guarantee fee to Deposit Insurance Credit Guarantee Corporation, which is a Central Government Corporation, and give guarantee for the repayment in case the loan or any facility granted by the Bank becomes doubtful either from the borrower or guarantors. The loan in question can be recovered under the provisions of the Recovery of Dues Act.

4. In Writ Petition No. 15062 of 1996 the respondent No. 4, Rajendra Prasad Gupta. has taken loan from the respondent Bank. Union Bank of India, for doing this own business, for which the petitioner stood guarantor. The said loan is a commercial loan, the petitioner contends, granted under Cash Credit Limit Scheme, and not under any State Sponsored Scheme. Apart from the contention that the amount in question cannot be recovered under the provisions of the Recovery of Dues Act. the respondent No. 4 Rajendra Prasad Gupta, is the original borrower of the loan and so the amount should be realised from him and not from the petitioner. In spite of several opportunities granted to the opposite party, no counter-affidavit has been filed in the case.

5. In Writ Petition No. 32422 of 1996 the petitioner M/s. Manoj Kumar and Vinod Kumar also took loan from the respondent Union Bank of India. Jaunpur. under Cash Credit Account, initially, the credit limit was rupees one lac, which was subsequently enhanced to rupees five lacs. The loan being a commercial loan, not advanced to the petitioner under any Slate Sponsored Scheme, and further, the agreement entered into between the parties not empowering the respondent Bank to recover the amount in question as arrears of land revenue, the petitioner contends, the impugned amount cannot be recovered under the provisions of Seclion 3 of the Recovery of Dues Act. The defence put forward by the respondent Bank is that the loan was advanced under the Priority Sector, sponsored by the Central Government under retail trade of the Weak Small Business Scheme, initially, on 1st August, 1994. The amount can be recovered under the provisions of the Recovery of Dues Act. Further, the petitioner apprehending failure has also filed civil suit, which is pending in civil court, Jaunpur.

6. In Writ Petition No. 621 of 1997 the petitioner M/s. Meera Carpets has borrowed loan under Packing Credit Limit Scheme from the respondent Bank, Punjab National Bank, Bhadohi. The loan being commercial loan, the petitioner contends, cannot be recovered u/s 3 of the Recovery of Dues Act. The reply of the respondent Punjab National Bank is that the loan under the Packing Credit Limit Scheme was sanctioned to the petitioner under the 20 Point Programme,

for the development of the handicapped handloom and carpet weavers, the petitioners were given assistance on reduced rates of interest. The said scheme has been adopted by the State Government and as such, the amount can be recovered under the provisions of the Recovery of Dues Act.

7. In Writ Petition No. 952 of 1997 the petitioner M/s. Arun Lauh Udyog has taken loan from the respondent Central Bank of India, Padrauna under Cash Credit Facility. The said loan is a commercial loan, cannot be recovered under the provisions of the Recovery of Dues Act the petitioner contends, the remedy open to the respondent Bank is to file civil suit. The defence put forward by the respondent Central Bank of India, is that the Cash Credit Facility has been granted to the petitioner Society under a State Sponsored Scheme, namely, Deposit Insurance Credit Guarantee Scheme, which is a scheme run by the Central Government Corporation, which stands warranty for the repayment of the loan or any other facility granted by the Bank. The loan in question can be recovered under the provisions of the Recovery of Dues Act.

8. In Writ Petition No, 1603 of 1997 the petitioners Mohd. Alamgir and others have taken loan from the respondent Punjab National Bank, Bhadohi against Packing Credit and Foreign Bill Purchase Credit Scheme. The loan is a commercial loan, not under any State Sponsored Scheme and so the petitioner contends, the amount in question cannot be recovered as arrears of land revenue under the provisions of the Recovery of Dues Act. The respondent Bank has put in defence that the amount in question can be recovered as arrears of land revenue under the provisions of the Recovery of Dues Act.

9. In Writ Petition No. 3565 of 1997 the petitioner M/s. Ashok Kumar Gupta, an unemployed educated person, took loan of Rs. 70,000 for opening medical store. The loan was in the nature of Cash Credit Limit as small business finance. The said loan, the petitioner contends, cannot be recovered under the provisions of the Recovery of Dues Act. The defence put in by the respondent Dena Bank. Allahabad is that the Recovery Certificate has been Issued for the recovery of the term loan only, the amount is recoverable under the provisions of the Recovery of Dues Act. The petitioner has taken loan under Cash Credit Limit and a term loan.

10. In Writ Petition No. 8003 of 1997 the petitioner Sharad Kumar Kesarwani also took loan from the respondent Vijaya Bank, Allahabad under the Educated Unemployed Self-Employment Scheme. The said Scheme is not a State Sponsored Scheme, nor there is any agreement between the parties, the petitioner contends, entitling the respondent Bank to recover the loan under the provisions of the Recovery of Dues Act. The respondent Bank has contended that the petitioner is liable to pay the loan. The amount in question can be recovered under the provisions of the Recovery of Dues Act. Further, the petitioner has also filed a Case No. 1443 of 1996 before the Consumer Forum, Allahabad, which is pending, and in view of the pendency of the same the present writ petition is not maintainable.

11. So, the controversy involved in all the writ petitions is whether the amount advanced to the aforesaid petitioners can or cannot be recovered as arrears of land revenue u/s 3 of the Recovery of Dues Act, The relevant provisions of Section 3 of the said Act are as under:

"3. Recovery of certain dues as arrears of land revenue.--(1) Where any person is party-

(a) to any agreement relating to a loan, advance or grant given to him or relating to credit in respect of. or relating to hire-purchase of goods sold to him by the Stale Government or the Corporation, by way of financial assistance ; or

(b) to any agreement relating to a loan advance or grant given to him or relating to credit in respect of, or relating to hire-purchase of goods sold to him. by a banking company or a Government company, as the case may be, under a State-sponsored scheme ; or

(c) to any agreement relating to a guarantee given by the State Government or the Corporation in respect of a loan raised by an industrial concern ; or

(d) to any agreement providing that any money payable thereunder to the State Government (or the Corporation) shall be recoverable as arrears of land revenue....."

12. As revealed by the provisions of Section 3 of the Recovery of Dues Act, culled above, recourse for the recovery of the public money dues under the Recovery of Dues Act can be had only in the following contingencies :

(i) Where any person is a party to an agreement relating to loan, advance or grant etc. given to him by way of financial assistance.

(ii) Where a person is a party to an agreement relating to a loan, advance or grant etc. given under a State Sponsored Scheme,

(iii) Where a person is a party to an agreement relating to a guarantee given by the State Government or the Corporation in respect of the loan raised by the industrial concern, or

(iv) Where a person is a party to any agreement which provides that any money payable thereunder to the Slate Government or the Corporalion shall be recoverable as arrears of land revenue.

13. In some of the writ petitions, facts of which have been reproduced above, a plea has been taken on behalf of the respondent Bank that the loan in question had been advanced to the petitioner under the State Sponsored Scheme. What is a "State Sponsored Scheme", has been defined in Section 2, clause (g) of the Recovery of Dues Act. The said clause defines the State Sponsored Scheme as under :

"(g) State Sponsored Scheme" means a scheme sponsored by way of financial assistance by the State Government under which the State Government either advances money to a banking company or a Government company for the purpose of disbursing loans, advances or grants or for purpose of sale of goods on credit or hire purchase or guarantees or agrees to guarantee the repayment of a loan, advance or grant or the payment of the price of goods sold on credit or hire-purchase and includes any other scheme of financial assistance, by a banking company or a Government company, which is declared to be a State Sponsored Scheme by the State Government by notification in the Gazette."

14. In view of the aforesaid definition clause a State Sponsored Scheme means a Scheme-

(i) sponsored by way of financial assistance by the State Government,

(ii) under the Scheme the State Government either advances the money to a Banking Company or a Government Company for the purposes of disbursing loans,

(iii) under the Scheme the State Government advances, or grants financial assistance for the purpose of sale of goods on credit or hire-purchase.

(iv) under the Scheme the State Government guarantees or agrees to guarantee the repayment of a loan, advance or grant or the payment of the price of goods sold on credit or hire-purchase, and

(v) any other Scheme of financial assistance by a Banking Company or a Government Company, which is declared to be a State Sponsored Scheme by the State Government by notification in the Gazette.

15. The burden of proving that the loan in question has been advanced under the State Sponsored Scheme, the proceedings can be taken under the provisions of the Recovery of Dues Act. and realisation of the loan as arrears of land revenue lies on the person claiming benefits of the Recovery of Dues Act. namely, the respondent Banks in the instant cases. The burden lies on the respondent Banks to satisfy the Court that the loan in question is covered by the State Sponsored Scheme, a mere allegation in the written statement/ counter-affidavit that the loan has been advanced under the State Sponsored Scheme is not enough.

16. Now we proceed to take up each petition separately.

(1) Civil Misc. Writ Petition No. 953 of 1997

As seen above, the petitioner of the instant case has taken loan from the respondent Bank under Cash Credit Facility. As shown by clause (ix) of the Agreement (Annexure-C.A. 1 to the counter-affidavit), the goods of the petitioner have been hypothecated with the respondent Bank, and in terms of the said clause in case of default of payment, the respondent Bank has given power to take possession of the goods and to put them on sale. There is no clause in the agreement, under which the respondent Bank has been empowered to realise the amount due as arrears of land revenue under the provisions of the Recovery of Dues Act. The contention of the respondent Bank as disclosed in para 8 of the counter-affidavit is that the Credit Facility afforded to the petitioner was sanctioned under the State Sponsored Scheme as the respondent Bank used to give a guarantee fee to Deposit Insurance Credit Guarantee, which is a Central Government Corporation and gives guarantee for the repayment in case of loan or any facility guaranteed by the Bank becomes doubtful either from the guarantor or from the borrower. Mention about the scheme has not been made in the Agreement. Furthermore, it may be added that under the Act. the due amount can be recovered as arrears of land revenue under the State Sponsored Scheme, a Scheme which has been sponsored by way of financial assistance by the State Government, under which the State Government either advances money to a Banking Company or a Government Company for the purpose of disbursing loans, advances or grants or for the purpose of sale of goods on credit of hire purchase or guarantees, or agrees to guarantee the repayment of loan, advances or grant or the payment of the price of the goods sold on credit or hire purchase, and also includes any other scheme of financial assistance by a Banking Company or the State Government which is declared to be a State Sponsored Scheme by the State Government by Notification in the Gazette. In the instant case, the State Government has not rendered any financial assistance to the respondent Bank for advancing loan to the petitioner nor there is any evidence on the record to show that the credit facility has been granted to the petitioner by the respondent Bank under any Scheme of financial assistance which has been declared to be State Sponsored Scheme by the State Government by Notification. Much arguments have been advanced on the contention that under the provisions of the Deposit Insurance and Credit Guarantee Corporation Act, 1961. the respondent Bank has deposited guarantee fee to the Deposit Insurance and Credit Guarantee Corporation established under the said Act. and as such, the instant case falls u/s 3 (1), clause (c) of the U. P. Public Money (Recovery of Dues) Act, 1972, and as such the respondent Bank, therefore, is entitled to recover the disputed amount as the arrears of land revenue. We have gone through the provisions of the Deposit Insurance and Credit Guarantee Corporation Act, 1961. Under the said Act, a Deposit Insurance and Credit Guarantee Corporation has been established. As the statement of objects and reasons of the said Act shows, the purpose of establishing the said Corporation under the said Act is to ensure all deposits in the commercial Banks and granted credit facilities. Under the provisions of the said Act, a Bank is required to deposit certain amount against Deposit and Credit Transactions in the Bank and in case of winding up or liquidation of the insured Bank, the Corporation pays certain percentage of the amount of deposit made by him in the Bank, and in case of default in payment by the person taking the loan on credit from the Bank, the Corporation indemnifies the credit institution, namely, the Bank. The mere deposit of the guarantee to the Corporation by the respondent Bank will not bring the loan in dispute within the ambit of Section 3 of the U. P. Public Money (Recovery of Dues) Act, 1972. For application of Section 3 (1) (c), the defaulting party must be a party in the Agreement relating to a guarantee given by the State Government or the Corporation in respect of the loan raised by the industrial concern. No such agreement has been executed in the instant case. The learned counsel for the respondent also argued that the respondent Bank is a scheduled Bank, takes loan from the Reserve Bank of India u/s 17(3A) and Section 17(3B) of the Reserve Bank of India Act on interest at Bank rate and the said amount is distributed amongst the customers, and as such the money advanced to the petitioner is a money of the Central Government and of the State Government, and as such, is recoverable as arrears of land revenue. The argument raised by the learned counsel is devoid of any merit. If the argument of the learned counsel for the respondent Bank is accepted, every Bank loan would be realisable under the provisions of the U. P. Public Money (Recovery of Dues) Act, 1972. For taking action u/s 3 of the U. P. Public Money (Recovery of Dues) Act, the provisions of Section 3 of the Act have to be fulfilled. The agreement entered into between the parties does not contain any provision under which, the amount due to the petitioner can be recovered as arrears of land revenue. We therefore, hold that the provisions of the Recovery of Dues Act are not applicable in the present case and as such, the amount due cannot be recovered as arrears of land revenue.

(2) Civil Misc. Writ Petition No. 15062 of 1996

As seen above, the loan in dispute was taken by the respondent No. 4 from the respondent No. 3 Bank for carrying on his business for which, the petitioner stood guarantor. In spite of several opportunities granted to the respondent Bank, no counter-affidavit has been filed on its behalf. Para 10 of the Agreement (Annexure-1 of the Supplementary Affidavit to the Writ Petition) reveals that by way of security, the goods of the respondent No. 4 were pledged with the Bankers respondent No. 3. and the latter has been authorised to take possession of the hypothecated property in case of default of payment. The Agreement also does not empower the respondent Bank to realise the amount due as arrears of land revenue. Consequently, the provisions of the Recovery of Dues Act are not applicable in this case as the loan has not been sanctioned by the respondent No. 4 under any State Sponsored Scheme or any Scheme Sponsored by the Central Government, adopted by the State Government or under the Scheme under which the State Government has given money to the respondent Bank of sanctioning loan to the customers. Consequently, the amount due cannot be recovered as arrears of land revenue.

(3) Civil Misc. Writ Petition No. 32422 of 1996

As seen above, in the present case initially the petitioner was sanctioned Cash Credit Account upto limit rupees one lac, subsequently raised to rupees five lacs. It has been contended on behalf of the respondent Bank that facility to the petitioner was sanctioned under the priority sector, sponsored by the Central Government under the Retail Trade/Small Business Scheme initially on 1.8.1994, and later on it was modified to Rs. 1.50 lacs. Further, the loan was sanctioned under the Deposit Insurance and Credit Guarantee Corporation Act. 1961. There is no mention in the agreement (Annexure-2 to the writ petition) about the said

Scheme. Merely because the loan was sanctioned under the priority sector sponsored by Central Government under the Retail Trade/Small Business Scheme or under the Deposit Insurance and Credit Guarantee Corporation. 1961, could not render the Scheme a State Sponsored Scheme. The essentials of State Sponsored Scheme as envisaged in Section 2, clause (g), discussed above are not satisfied. Under the agreement, the property of the petitioners has been hypothecated with the respondent Bank and the respondent Bank has been empowered to take the possession of the property and to put the property to sale in case of default of payment. There is no clause in the agreement which entitles the respondent Bank to recover the amount due under the provisions of the Recovery of Dues Act. Furthermore, it may be pointed out that the respondent Bank has also filed civil suit in respect of which the very transaction has been made is pending in civil courts, a copy of which has been brought on record by the petitioner. Consequently, the amount due cannot be recovered as arrears of land revenue under the provisions of the Recovery of Dues Act.

(4) Civil Misc. Writ Petition No. 621 of 1997

In the instant case, the loan has been granted to the petitioner under Packing Credit Limit Scheme by the respondent. On behalf of the respondents, it has been contended that the loan has been sanctioned to the petitioner under the Packing Credit Limit Scheme, sanctioned under 20 Point Programme for the development of the handicapped handloom and carpet weavers, of the petitioners were given assistance on reduced rates of interest. The respondents had further contended that the said Scheme has been adopted by the State Government and as such, the amount can be recovered under the provisions of the Recovery of Dues Act. No agreement has been entered into between the parties, nor any document has been filed by the respondent Bank, which may show that the loan in dispute was sanctioned under the 20 Point Programme, under the particular Scheme, and the said Scheme has been adopted by the State Government. No agreement has been executed between the parties which may empower the respondent Bank to recover the amount due under the provisions of the Recovery of Dues Act. Consequently, the provisions of the Recovery of Dues Act are also Inapplicable in the instant case and the amount cannot be recovered under the said Act as contended by the petitioners.

(5) Civil Misc. Writ Petition No. 952 of 1997

In the instant case, the petitioner M/s. Arun Lauh Udyog has taken loan from the respondent Bank under Cash Credit Facility. As per contention of the petitioner, the said loan is a commercial loan. The respondent Bank has contended that the Cash Credit Facility has been granted to the petitioner Society under a State Sponsored Scheme, namely. Deposit Insurance Credit Guarantee Scheme, a Scheme run by the Central Government which stands warranty for the repayment of the loan or any other facility granted by the Bank. The loan in question to the petitioner Society has been granted under Cash Credit Facility, a facility extended by the Bank to customers. Clause (ix) of the agreement

(Annexure-1 to the writ petition) shows that the goods of the petitioner have been hypothecated with the respondent Bank and the respondent Bank has been empowered to enter into possession of the hypothecated property, and is to be put to sale for realisation of the amount due. No clause of the said Agreement entitles the respondent Bank to proceed against the petitioner for recovery of the amount under the provisions of the Recovery of Dues Act. The mere fact that the payment has been made under Deposit Insurance Credit Guarantee Scheme, under which the Central Government Corporation stands warranted for the repayment of the loan or any other facility granted by the Bank cannot convert Cash Credit Facility into the State Sponsored Scheme. Consequently, the provisions of the Recovery of Dues Act are not attracted in the petitioner''s case also and the amount due cannot be recovered under the provisions of the said Act.

(6) Civil Misc. Writ Petition No. 1603 of 1997

In the instant case also the loan has been sanctioned to the petitioner by the respondent Bank against Packing Credit and Foreign Bill Purchase Credit Scheme. According to the petitioner, the amount in question is a commercial loan, not sanctioned under a State Sponsored Scheme, and as such the amount cannot be recovered under the provisions of the Recovery of Dues Act. No document has been filed by the respondent Bank, which may establish that the loan in question has been sanctioned under a State Sponsored Scheme or under a Central Government Scheme, adopted by the State Government. There is no agreement between the parties which may also entitle the respondent Bank to recover the loan in question as arrears of land revenue. The loan is a purely commercial loan. Consequently, the provisions of the Recovery of Dues Act are not applicable in the present case, and the amount in question cannot be recovered under the provisions of the said Act.

(7) Civil Misc. Writ Petition No. 3565 of 1997

In the present case, the petitioner took loan from the respondent Bank on Cash Credit Limit. The loan alleged is a term loan. On behalf of the respondent it has been barely alleged that the amount can be recovered as arrears of land revenue. The respondent Bank has not filed any document to show that the loan in question was sanctioned under any State Sponsored Scheme or any Central Government Scheme adopted by the State Government. No Agreement has been executed between the parties, which may empower the respondent Bank to realise the amount in question as arrears of land revenue. The provisions of the Recovery of Dues Act are also not attracted in the Instant case. The amount in question cannot be recovered under the provisions of the said Act as arrears of land revenue.

(8) Civil Misc. Writ Petition No. 8003 of 1997

The petitioner in the present case borrowed loan from the respondent Bank under Educated Unemployed Self Employment Scheme. Undispuledly, the petitioner has also filed a Case No. 1443 of 1996 before the District Consumer Forum. Allahabad, which is still pending. It is not necessary to enter into the question whether the loan in question can be recovered as arrears of land revenue as during the pendency of the petition before the District Consumer Forum. Allahabad, the present petition does not He. The present writ petition. therefore. is not maintainable.

17. The Civil Misc. Writ Petition No. 953 of 1997, M/s. Anupam Sari Center v. Collector, Padrauna and others, is allowed. The respondent No. 3 Tehsildar Padrauna is directed by a writ of mandamus not to proceed against the petitioner under the provisions of U. P. Public Moneys (Recovery of Dues) Act. 1972 and not to recover the amount in pursuance of the letter dated 28.9.1995 (Annexure-7).

18. The Civil Misc. Writ Petition No. 15062 of 1996, Om Prakash Kushwaha v. District Magistrate, Man and others, is allowed. The R.C.C. No. 4/48 is hereby quashed. The respondent No. 2 Tehsildar Sadar, Maunath Bhanjan is directed not to proceed to recover the amount under the provisions of the U. P. Public Moneys (Recovery of Dues) Act, 1972.

19. The Civil Misc. Writ Petition No, 32422 of 1996. M/s. Monoj Kumar and Vinod Kumar v. Union Bank of India and others, is allowed. The recovery proceedings initiated by Tehsildar, Sadar, Jaunpur, respondent No. 3, on the basis of the Citation dated 25.7.1995 and the order dated 5.6.1996 (Annexures-3 and 7, respectively, to the writ petition) are hereby quashed. The respondents are directed not to proceed for the recovery proceedings against the petitioner under the provisions of the U. P. Public Moneys (Recovery of Dues) Act, 1972.

20. The Civil Misc. Writ Petition No. 621 of 1997, M/s. Meera Carpets and another v. District Magistrate, Bhadohi and others, is allowed. The recovery proceedings initiated against the petitioners in pursuance of the Citation dated 14th December. 1996 (Annexure-2 to the writ petition), are hereby quashed.

21. The Civil Misc. Writ Petition No. 952 of 1997. M/s. Arun Lauh Udyog v. Collector, Padrauna and others, is allowed. The respondent No. 3 Tehsildar. Padrauna is directed not to proceed against the petitioner under the provisions of U. P. Public Moneys (Recovery of Dues) Act, 1972 and not to recover the amount on the basis of the letter dated 28.9.1995 of the respondent No. 4 Central Bank of India Padrauna Branch (Annexure-9 to the writ petition).

22. The Civil Misc. Writ Petition No. 1603 of 1997. Mohd. Alamgir and another v. Punjab National Bank, Bhadohi and others, is allowed. The Recovery Certificate dated 14th December, 1996. Issued by the respondent Bank (Annexure-1). and the subsequent recovery proceedings started by the respondent Nos. 2 to 4 are hereby quashed.

23. The Civil Misc. Writ Petition No- 3565 of 1997, Ashok Kumar Gupta u. Dena Bank, Allahabad and others. is allowed. The respondents are hereby commanded by the writ of mandamus not to proceed to realise the amount in dispute and

arrears of land revenue under the provisions of the U. P. Public Moneys (Recovery of Dues) Act, 1972.

24. The Civil Misc. Writ Petition No. 8003 of 1997, Shared Kumar Kesarwani v. Vijaya Bank and others. is hereby dismissed as not maintainable.

25. In view of the facts and circumstances of the case, the costs of the writ petitions are made easy.