(2020) 06 UK CK 0042

In the Uttarakhand High Court

Case No : Writ Petition (M/S) No. 3310 Of 2019

Dinesh Kumar Jain APPELLANT

Vs

The General Manager Syndicate Bank & Another RESPONDENT

Date of Decision : 24-06-2020

Acts Referred:

Citation : (2020) 06 UK CK 0042

Hon'ble Judges : Sudhanshu Dhulia, J

Bench : Single Bench

Advocate : Pankaj Miglani, Sanjay Gaur, Siddhartha Sah

Final Decision : Dismissed

Judgement

Sudhanshu Dhulia, J

1. The petitioner was amongst the Panel of approved valuers for the Nationalized Bank known as Syndicate Bank. It appears that the loan

applications were moved by the customers who along with their relevant papers had annexed the valuation report of certain property which were

valued by the present petitioner who is amongst the approved panel valuers of the Syndicate Bank.

2. The loan was granted to these persons. Subsequently as promised to the bank, they never purchased the property for which they had taken the loan

and in due course of time the Bank had also lodged an FIR against those customers in the year 2018.

3. The petitioner received a show-cause notice dated 04.07.2019 from the Bank, wherein, the Bank giving the reference of the three loans and the

property concerned in the three loans, asked the petitioner that he has given a higher valuation of these properties and which led to fraud committed by the borrowers and the petitioner must explain as to why he has given higher valuation of such properties. Thereafter, the petitioner wrote a letter on

08.07.2019 asking as to what fraud has been committed, for which he received no reply. Ultimately vide order dated 19.07.2019, the petitionerâ??s

name was removed from the list of approved valuers of the Bank.

4. Thereafter on 19.08.2019, the petitioner pleads with the Bank that he had been working for the last many years and he may be listed again in the

panel of approved valuers but the petitioner did not receive any satisfactory reply. Therefore, the petitioner has filed the present writ petition before

this Court.

5. The case of the petitioner before this Court is that the show-cause notice dated 04.07.2019 does not explain as to what kind of fraud has been

committed by the borrowers and in spite of it, a letter dated 08.07.2019 the details were not furnished to the petitioner. Hence he never gave reply to

the respondent bank and therefore proper opportunity of hearing was not given to him and the impugned order has been passed without giving any

opportunity of hearing.

6. The learned Counsel for the Bank, on the other hand, would contend that in the letter dated 04.07.2019, it was clearly stated that the petitioner had

given higher valuation of the properties, and he was asked to give explanation for doing so.

7. It would have been very simple for the petitioner to explain the reasons for particular valuation, but he did not choose to do so. It was not the

concern of the petitioner as to what kind of fraud has been committed. Ultimately the impugned order was passed on 19.07.2019 and therefore it

cannot be challenged on ground that opportunity of hearing was not given to the petitioner. It was clearly given by the order dated 19. 07.2019 but the

petitioner himself chose not to avail the said opportunity.

8. The next contention of the bank is that the nature of services taken by the bank from the petitioner is contractual in nature. Such a clause is

contained in Clause 12 of the Contract which reads as under:

â??12. The Bank shall have the right to terminate their empanelment at any time without assigning any reasons. Their empanelment as valuer will be

subject to review normally done annually.â??

9. In any case, this is not a case where no opportunity of hearing was given to the petitioner. Moreover the bank was within its rights to terminate the

contract as it has done. It may very well be a case that the petitioner has given a wrong valuation due to ignorance, negligence or he may have been

perfectly bona fide in giving such valuation. This is, however, not a question before this Court.

10. Consequently, the writ petition fails and is hereby dismissed.

