(2012) 08 RAJ CK 0030

In the Rajasthan High Court

Case No : Civil Writ Petition No. 11455 of 2012

Fatte Singh — APPELLANT

Vs

The Sub Divisional Officer, Kumher, District Bharatpur and Another — RESPONDENT

Date of Decision : 08-08-2012

Acts Referred:

Citation : (2012) 3 WLN 501

Hon'ble Judges : Alok Sharma, J

Bench : Single Bench

Advocate : Kartar Singh Faujdar with Mr. H.K. Sharma, for the Appellant;

Judgement

Alok Sharma, J.—It is the admitted fact of the petitioner that he had availed a loan of Rs. 4,07,000/- on or about 12.04.2007 from the Punjab National Bank, Branch Kumher, District Bharatpur for the purpose of purchasing a tractor. From the averments of the writ petition itself, it is evident that the petitioner has not been able to adhere to his contractual obligation of repaying the loan amount along with the contractual rate of interest. Consequent to default of the petitioner in repaying the outstanding loan amount, the respondent Bank for recovery of outstanding amount moved an application dt. 04.09.2011 before the Sub-Divisional Officer, Kumher, who under the Rajasthan Agricultural Credit Operations (Removal of Difficulties) Act, 1974 in turn issued notice on 19.09.2011 to the petitioner calling upon him to lay out his defence if any. On service of notice, the petitioner appeared before the Sub-Divisional Officer through his advocate on 19.10.2011 and sought time to file reply. But unfortunately the petitioner could not file reply upto 18.06.2012 consequent to which the opportunity for filing reply was closed by the Sub-Divisional Officer and following statutory procedure as recorded in the order sheet dt 18.06.2012, an order was passed for attaching the immovable property of the petitioner mortgaged with the respondent-Bank. I have heard the Learned Counsel for the petitioner and perused the writ petition including the impugned order.

2. In the facts of the case, I find that there is no material before this Court to adjudicate the present writ petition by engaging in an accounting exercise to determine the amount due. In fact, even a copy of the loan agreement between the petitioner and the Bank has not been filed to ascertain the rate of interest on amount due and the periodicity of installments. Foundational facts necessary to enable scrutiny of the nature and content of the rights of the petitioner have thus not been detailed in the petition. Further the matter of a loan transaction between a borrower and the Bank is a matter of contract. No specific averment to establish violation of any statutory provision of the Act of 1974 has been agitated seriously. The writ petition is thus liable to be dismissed on this count alone.

3. However, even while not interfering in the action of the respondent-Bank and the consequent recovery proceedings before the Sub-Divisional Officer, Kumher, under the Act of 1974, I would allow the petitioner to approach the respondent-Bank and move a detailed representation ventilating his grievances against the recovery proceedings and seeking the Bank''s indulgence in allowing the petitioner any benefit as per its own and the RBI''s guidelines with reference to scheme of waiver of agricultural loans to marginal and small farmer if such schemes were then or are presently operational.

4. It is directed that if the representation is filed by the petitioner within a period of one week from today along with a certified copy of this order, the respondent-Bank shall address the same by a reasoned and speaking order within a period of two weeks thereafter.

5. The writ petition is disposed of accordingly. Stay application stands dismissed. It is also made clear that subsequent to the representation and its decision communicated to the petitioner, if the petitioner fails to repay the loan amount, the Sub-Divisional Officer, Kumher would be free to continue proceedings underway for recovery of the outstanding loan amount due from the petitioner in accordance with law.