
(2011) 09 AHC CK 0507
In the Allahabad High Court
Case No : Writ C. No. 53075 of 2011

Pankaj Rai

APPELLANT

Vs

State of U.P. and Others

RESPONDENT

Date of Decision : 14-09-2011

Acts Referred:

Citation : (2011) 09 AHC CK 0507

Hon'ble Judges : Surendra Kumar, J; R.K. Agrawal, J

Bench : Division Bench

Judgement

1. The Petitioner has taken a loan under Pradhan Mantri Rojgar Yojna in the year 2005. He defaulted in payment of the instalments whereupon recovery proceedings were initiated. He approached this Court by means of Civil Misc. Writ Petition No. 37385 of 2011, which was disposed of vide judgment and order dated 11.7.2011 with the direction to the Petitioner to make a representation before the Respondent No. 4 therein who shall sympathetically consider and pass appropriate orders in accordance with law. The representation has been decided by the Bank on 26.7.2011 in which the Petitioner was asked to deposit 30% of the balance outstanding amount up to 30.6.2011 by 31.7.2011 and remaining 70% by three bimonthly instalments. The Petitioner is not able to comply with the aforesaid order dated 26.7.2011 and has approached this Court by means of the present writ petition.

2. We have heard Sri Shesh Kumar Learned Counsel for the Petitioner, learned Standing Counsel who represents Respondent Nos. 1, 2 and 3 and Sri Anadi Krishna Narayana Learned Counsel for the Respondent No. 4.

3. The Learned Counsel for the Petitioner has submitted that the object of Pradhan Mantri Rojgar Yojna was to provide self-employment to the educated unemployed youths and if for any reason the instalments have not been paid, coercive process should not be undertaken. He has submitted that the Court has wide powers to reschedule the instalments which powers should be exercised by this Court in the present case.

4. We are not inclined to accept the plea raised by Sri Shesh Kumar for the simple reason that the loan was advanced in the year 2005 and the loan of Rs. 70,000/- was disbursed in the same year, the Petitioner had paid partly a sum of Rs. 8,200/- only between these six years. There is No. question of any reschedulement for the reason that the Petitioner had been given ample opportunity by the Bank to deposit the amount which he failed to comply.

5. Taking into consideration that the Petitioner was required to deposit 30% of balance outstanding amount within short span of five days, we permit the Petitioner to deposit 30% amount of outstanding dues as on 30.6.2011 by 30.9.2011. If the Petitioner deposits a sum of 30% of the outstanding dues by 30.9.2011 then Clause 2 and 3 shall start running after 30.9.2011. In the event he fails to comply, the recovery proceedings shall be continued in accordance with law.

6. With the aforesaid observations, the writ petition stands disposed of.