
(1996) 04 AHC CK 0094

In the Allahabad High Court

Case No : Writ Petition No. 1803 (M/S.) of 1996

Rajesh Kumar

APPELLANT

Vs

Distt.Magistrate/Collector Barabanki,& Ors.

RESPONDENT

Date of Decision : 09-04-1996

Acts Referred:

Citation : (1996) 04 AHC CK 0094

Hon'ble Judges : B.K.Singh, J

Final Decision : Disposed Of

Judgement

B. K. Singh, J.

1. The petitioner by this writ petition has challenged the recovery proceedings and has prayed for release of the tractor, that has been attached by the recovery authorities. The recovery proceedings have been started in respect of loan that had been advanced to the petitioner by Union Bank of India for purchase of a tractor.

2. I have heard the learned Counsel for the petitioner though he has assailed the recovery proceedings on a few ground, finally he has offered to pay the outstanding amount. According to the petitioner the recovery certificate of the Bank discloses that a sum of Rs. 1, 18, 438 due from the petitioner. So the recovery proceedings were initiated for this amount. Out of this amount, a sum of Rs. 7, 700 has been deposited by the petitioner. The rest admittedly has to be paid by the peiit"cner. The petitioner ready and willing to pay the said amount if the same is ordered to be paid in instalments in the Bank.

3. I have considered the above submission of the learned Counsel. At the very out set, I am to say that the ground taken for assailing the recovery proceedings are concerned, the same do not make out any ground for invoking the extraordinary jurisdiction under Article 226 of the Constitution, however, the petitioner offer to pay the outstanding amount of loan can be considered. In view of the above, I dispose of this writ petition finally with the following directions.

That the petitioner by 15111996, shall deposit 1/4th of the loan amount shown above and also in the Z.A. Form No. 73Gha, in the Bank and shall pay the remaining amount in four equal three monthly instalments commencing from 121997. The first instalment will fall due on 121997 and the second instalment will fall due on 151997 and so on. A week before the last instalment is due, the petitioner shall approach the Manager of the Bank, the opposite party No. 3 with a written request to indicate in writing as to how much amount would be payable by the petitioner in the last instalment which shall also include the interest. The Bank Manager will give reply within the shortest period of time, i.e. before the date when the instalment falls due and the petitioner shall pay the said amount. All the instalments which are indicated above can be paid by the Bank within seven days from the date they fall due.

4. It is also made clear that in case the petitioner fails to pay the loan amount as indicated then on the date he commits default in payment of the installment, the whole amount as due on that date shall become recoverable from the petitioner as arrears of land revenue on a simple letter of the Bank.

5. In view of the above directions, it is further ordered that the opposite parties No. 1 and 2 shall not enforce any coercive process for recovery of the loan against the petitioner till such time as the petitioner keeps paying the amount of loan as indicated above and the tractor already been attached shall be released forthwith.