(2009) 05 AHC CK 0533

In the Allahabad High Court

Shiv Poojan — APPELLANT

Vs

Branch Manager U.P.Sahkari Gram Vikas Bank Ltd. — RESPONDENT

Date of Decision : 07-05-2009

Acts Referred:

Citation : (2009) 05 AHC CK 0533

Hon'ble Judges : Arun Tandon, J

Final Decision : Dismissed

Judgement

Arun Tandon, J.

Heard learned counsel for the petitioner and Shri Shiv Nath Singh, Advocate on behalf of the respondent Bank.

This writ petition has been filed claiming complete waiver of the entire loan amount under the Agricultural Debt Waiver and Debt Relief Scheme, 2008. Counsel for the petitioner states that the petitioner answers the description of a """Marginal Farmer'' with reference to the Scheme2008 and with reference to Clause 5, he is entitled to complete waiver of loan amount along with interest. The Branch Manager of the Bank has only permitted a waiver of Rs. 10,954/ and Rs. 7,426/ respectively in favour of the writ petitioner, under the Scheme of 2008. The petitioner challenges the demand of the balance amount of Rs. 26,000/.

Counsel for the respondent Bank contends that under the Scheme of 2008, a marginal farmer is only entitled for the waiver of the eligibility amount and not of the entire loan amount. In that regard he refers to Clause 4 read with Clause 5 of the said Scheme of 2008 which provide for the eligibility amount to be waived. He, therefore, submits that the bank has rightly considered the claim of the petitioner and has awarded him the relief to the extent of the eligibility amount permissible under the said Scheme 2008.

Having heard learned counsel for the parties and having gone through the records of the present writ petition, I am of the considered opinion that the contention raised on behalf of the Bank is legally justified. Clause 5 deal with the provisions of the amount which is to be waived and read as follows :

"5. Rind Mafi : Chote Aur Seemant Kisano Ke Mamle Mein Sampurna "Patra Rashi" Maaf Kar Di Jayegi.

From a reading of the aforesaid clause, it would be apparently clear that the marginal/small farmers have been made eligible for the waiver of eligibility amount only. Eligibility amount has been provided for under Clause 4 of the Scheme 2008.

Since the petitioner admittedly belongs to the category of ''''Marginal Farmer", the bank has rightly considered his claim under Clause 5 for the purposes of working out the eligibility amount as explained under Clause 4 of the Scheme2008 qua which the petitioner is entitled as the relief. There is no illegality in the order passed by the Branch Manager and, therefore, the demand of the balance amount made also does not call for any interference. The writ petition is dismissed.

At this stage counsel for the petitioner submits that the calculation made by the bank is not correct as earlier he was served with a recovery notice of Rs. 16,000/ and now the amount demanded is Rs. 26,000/.

I am of the considered opinion that such issues of calculation of the outstanding dues can be agitated before the Bank with the help of receipts of deposits made or by way of civil suit wherein the evidence can be lead and can be appropriately examined. The petitioner is at liberty to seek his remedy accordingly.