IN THE HIGH COURT OF ORISSA AT CUTTACK

W.P.(C) No. 15723 of 2026

CNR No. - ODHC010349632026

An application under Article 226 and 227 of the Constitution of India.

Swarnalata Mohanty **….** ***Petitioner***

-versus-

1. Branch Manager, Indusind Bank Finance Limited, Cuttack
2. Indusind Bank Finance Limited Corporate Office, Mumbai
3. Permanent Lok Adalat (PUS), Dhenkanal **….** ***Opposite Parties***

Advocates who has appeared in this case through Hybrid Mode:

For Petitioners : *Mr.* Prafulla Kumar Mohapatra, *Advocate*

For Opposite Parties : *Mr. Bibekananda Nayak, Additional Government Advocate*

CORAM:
HON'BLE MISS JUSTICE SAVITRI RATHO

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Date of Hearing and Judgment: 03.08.2026

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Savitri Ratho, J. This writ petition has been filed with the following prayer:-

> *"Under the aforesaid facts and circumstances, it is therefore, prayed that this Hon'ble Court may graciously be pleased to:*

(i) quash the Order, dated 07.04.2026, passed by the Permanent Lok Adalat in P.L.A.Case No.4/2025 vide Annexure-5 and thereby early disposal of the said P.L.A. No.4/2025, pending before the Permanent Lok Adalat (PUS), Dhenkanal;

(ii) direct the Opp.Parties- Bank to settle the Loan Account bearing No.OCC02593D, as the Petitioner is ready to deposit her legitimate outstanding dues;

(iii) pass such other order(s) or issue direction(s) as may be deemed fit and proper in the bona fide interest of justice.

And for this act of kindness, the Petitioner shall as in duty bound, ever pray."

FACTS OF THE CASE

2. The Petitioner had purchased an Ashok Leyland Truck (14 wheeler) bearing Registration No. OD-05AW-0399 financed by Indusind Bank Finance Limited, Cuttack Branch where the loan amount was Rs. 31,60,000/-, the interest was Rs. 10,90,950/- and the insurance amount is Rs.80,000/-. The sum total of the loan amount was Rs.42,50,950/-, which is mentioned in paragraph-3 of this writ petition. The Petitioner was to return the amount in 59 installments of EMI of Rs.72,050/- as per the agreement and the first payment of Rs.74,050/- was deducted on 21.06.2020. It is stated that the Petitioner was paying the installments regularly, but during COVID period, the Finance

Company without instructions of the Petitioner had unilaterally not deducted the EMIs of two months from the account of the Petitioner, although the account of the Petitioner had sufficient amount at that time. The Petitioner had not applied for any moratorium or concession for those two periods and the finance company applied the moratorium unilaterally without obtaining the consent of the Petitioner and converted the loan EMI from 59 installments to 72 installments, illegally keeping the amount of installment the same. The Petitioner who had paid an amount of Rs.40,18,988/- and as per the agreement, was to pay a further amount Rs.2,31,962/- for clearing the loan. But the Bank demanded Rs.13,86,700/- which is illegal, for which the Petitioner had approached the Permanent Lok Adalat (PSU), Dhenkanal (in short, "PLA") by filing PLA Case No. 4 of 2025. By order dated 02.04.2025, the Bank had been directed not to seize the vehicle of the Petitioner and this order was extended from time to time.

3. An application was filed by the Bank for vacation of interim order, pursuant to which the Permanent Lok Adalat (PSU), Dhenkanal has directed the Petitioner by order dated 07.04.2025, to pay Rs.1,00,000/- towards arrear dues and current EMI amount on 20th of every month and the first installment is to begin with effect from 20.04.2026.

ANALYSIS AND CONCLUSION

4. Perusal of the PLA petition reveals that specific ground challenging the unilateral action of the Bank during the COVID period has not been taken, nor has any ground been taken that without the consent or request of the Petitioner, the Bank has not deducted the EMI from the account of the Petitioner for a period of two/five months, even though the amount was available in the account of the Petitioner, and has unilaterally and illegally increased the installments from 59 to 79 installments.

5. It is therefore open to the Petitioner to file an affidavit taking these specific ground before the PLA. No useful purpose will be served by keeping this writ petition pending in this Court or issuing notice to the Opposite Parties.

6. Hence, the writ petition is disposed of directing the Petitioner to pay an amount of Rs. 80,000/- each month for a period of three months towards the loan dues. The amount shall be paid by the 10th of each month.

7. The impugned order is modified to the above extent.

8. The PLA shall make an endeavour to dispose of PLA Case No. 4 of 2025 within a period of three months if there is no other legal impediment and during pendency of the PLA case, the Ashok Leyland

Truck (14 wheeler) bearing Registration No. OD-05AW-0399 shall not be seized from the Petitioner provided he makes payment as mentioned above.

9. Urgent certified copy of this order be granted on proper application.

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(Savitri Ratho)
Judge

Orissa High Court, Cuttack
Dated, the 3rd August, 2026*/Sukanta/Subhalaxmi*