

IN THE HIGH COURT OF UTTARANCHAL AT
NAINITAL

W.P. NO. 1398 (MS) OF 2004

Narendra, son of Deshraj, resident of Village Saliyar, Police Station Bhagwanpur, Tehsil Roorkee, District Haridwar.

..... Petitioner.

Versus

1. Manager Central Bank, B.T. Gang Roorkee, District Haridwar.
2. District Magistrate/Collector, Udham Singh Nagar.
3. Tehsildar Khatima, District Udham Singh Nagar.

..... Respondents.

Sri. Rajendra Singh, learned counsel for the petitioner.
Learned Standing Counsel for respondents no. 2 and 3.

Hon'ble Rajesh Tandon, J.

Heard Sri Rajendra Singh, learned counsel for the petitioner and learned standing counsel for the respondents, who has accepted notices on behalf of respondents no. 2 and 3.

By the present writ petition, the petitioner has prayed for a writ, order or direction in the nature of certiorari quashing the recovery citation dated 04.10.2004 issued by the respondent no. 3.

According to the petitioner, he had taken an agricultural loan for purchasing the Tractor for a sum of Rs. 2,65,000/- from the Central Bank, B.T. Ganj, Roorkee, District Haridwar in the year, 2002.

Petitioner has submitted that due to some unavoidable circumstances and family problems and non-payment of Sugar-cane price, the petitioner could not deposit the instalments in time to the Respondent Bank.

The petitioner has confined his prayer for fixing the instalments for the payment of the balance amount due and undertakes that whole of the amount shall be paid by the petitioner within a span of not more than two years and there will be no default in the payment of further instalments due on the petitioner.

The petitioner has alleged that no account has been furnished by the Bank so as to enable him to come to the conclusion that the citation made is correct.

In the case of Central Bank of India vs. Ravindra and others, AIR 2001 SC 3095 the Apex Court has observed:

“Statement of accounts supplied by banks to borrowers many a times do not contain particulars or details of debit entries and when written in hand are worse than medical prescriptions putting to test the eyes and wits of the borrowers. Instances of unscrupulous, unfair and unhealthy dealings can be multiplied though they cannot be generalized.”

Therefore, the Bank authorities are directed to furnish the account to the petitioner on production of certified copy of this order.

The petitioner has prayed that he being a poor agriculturist, if the amount is realized by him through easy instalments, it will serve the purpose of the Bank and will also give relief to the petitioner, who is a small agriculturist. The interest of the Bank will be fully secured, if the petitioner pays the amount in six equal quarterly instalments.

In view of the aforesaid, the petitioner is directed to pay the entire outstanding loan amount taken for tractor in six equal quarterly instalments. The first instalment will be paid by or before 7th of March, 2005. The amount of interest will be paid in the last instalment. In case of default of any instalment,

liberty is given to the petitioner to pay the loan amount in instalments shall no more be available.

Subject to the above observation, the writ petition is disposed of. No order as to costs.

29.12.2004
P.S.R.

(Hon'ble Rajesh Tandon, J.)