

**HIGH COURT OF JAMMU & KASHMIR
AT JAMMU**

OWP No. 502/2019

IA No. 01/2019

Caveat No. 1288/2019

Date of order: 29.03.2019

M/s Bindal Associates

vs.

Senior Manager/Authorized Officer

Coram:

Hon'ble Mr. Justice Sanjay Kumar Gupta, Judge

Appearing counsel:

For petitioner(s) : Mr. R. P. Sangra, Advocate

For respondent(s) : Mr. Ajay Gandotra, Advocate

With the appearance of Mr. Ajay Gandotra, Advocate, on behalf of Caveator, Caveat No. 1288/2019 shall stand discharged.

This writ petition has been filed for issuance of writ of certiorari, thereby seeking quashment of Notice dated 01.03.2019, issued by the respondent for recovery of Rs. 34, 52,000/- only by 15.03.2019.

In the petition, it has been stated that the petitioner deals in the manufacture of Indian made foreign liquor under the name and style of 'M/s Bindal Associates'. That the respondent sanctioned Cash Credit Limit to the tune of Rs. 50.00 lacs through Branch Office Pathankot in favour of the petitioner and in turn the respondent secured the assets/ securities/ agreement (secured interest) equitable mortgage of land 11.36 kanals, situated at G. T. Road, Channi, Post office Damtal, Tehsil Indora, District Kangra Himachal Pradesh in the name of the petitioner. That the petitioner deposited regular installments in favour of the Bank for repayment of the loan amount, but due to some unavoidable circumstances, he could not repay the same, i.e. due to

the fire broke out in the premises of the factory M/s Bindal Associate in April, 2006. That the plant of petitioner remained closed and restarted in July, 2009. The petitioner requested the respondent for further enhancement of loan facility for re-starting the plant and extension of time in depositing the loan amount in installments, but the respondent No. 2 after various meetings held with the higher official of the Bank, did not agree for the same. However, the petitioner deposited more than Rs. 7.00 lacs of the loan amount during the time when the plant was closed and after it was restarted. It is further contended that on 01.03.2019, recovery notice for Rs. 34,52,000/- has been issued by the respondent and the recovery proceedings are pending before the Debt Recovery Tribunal, Chandigarh.

On the other hand, learned counsel for the respondent submitted that the petitioner had undertaken to deposit agreed outstanding amount up to 15.03.2019 and thereby six cheques in number were deposited by the petitioner. Thereafter, the petitioner requested the respondent for not presenting the said cheques for encashment. It has further been stated that the respondent did not present the six cheques as per the request of the petitioner. However, the petitioner was required to deposit outstanding amount by 15.03.2019.

I have heard learned counsel for the parties and given thoughtful consideration in the matter.

It is fact that NPA loan of the petitioner was having debit balance of Rs.1,81,18,312/- with interest charged up to 19.01.2018. In terms of onetime settlement scheme, the petitioner was directed to deposit Rs. 34,52,000/- as full and final settlement upto 31.03.2018 but the petitioner did not deposit the same and thereby issued six cheques for various amounts, which is evident from letter dated 31.03.2018. However, the petitioner thereafter

requested not to en-cash these cheques. But despite that he has not paid any amount to Bank. So respondent/Bank was forced to issue notice impugned dated 01.03.2019 to pay the amount due by 15.03.2019.

Except narrating the facts of the case, no substantial ground has been averred in the petition for quashing the notice; during course of argument petitioner has stated that some more time be given for depositing of loan amount. But conduct of petitioner would reveal that he has never kept his promise and never paid any penny to bank despite obtaining extension of time. Respondent has already given him benefit of one time settlement, by asking him to pay Rs.34,52,000/- as full and final settlement upto 31.03.2018 instead of Rs.1,81,18,312/-, but petitioner has never fulfilled his promise and has always tried to linger on the matter on one pretext to another. Huge public money is involved. This court under a writ jurisdiction must exercise its jurisdiction on well settled principles, and not on a mere sympathy or compassion. No doubt, there be hardship to a party, but unless violation of law is shown the Court cannot interfere. Holding up recoveries of loans by unwarranted Court orders is causing incalculable harm to our economy and unless the loan amount is recovered a fresh loan cannot be granted to needy persons. The Courts must have to keep these considerations in mind.

In view of the above, this writ petition is devoid of merit. Hence, the same is **dismissed**.

(Sanjay Kumar Gupta)
Judge

Jammu:
29.03.2019
Karam Chand