

Birendra Kumar Vs. Union of India (Uoi)

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Court : Patna

Decided On : Nov-24-2003

Judge : Ravi S. Dhavan, C.J. and Shashank Kr. Singh, J.

Appeal No. : L.P.A. No. 1147 of 2003

Appellant : Birendra Kumar

Respondent : Union of India (Uoi)

Disposition : Appeal dismissed

Judgement :

1. Petitioner Birendra Kumar took a loan from Punjab National Bank, Branch Hasua, District Nawadah. The loan was taken for an amount of Rs. 1,54,570/-. It was taken under a scheme known as Prime Minister Employment Scheme for the purpose of setting up a retail shop for readymade garments. The loan was taken in 1996. The petitioner made a default in payment of the loan with the result that the respondents took out a certificate proceeding for realization of loan. It is not in dispute that the loan was to be discharged in 37 years.

2. With the writ petition, the petitioner has given no details as to what were the terms upon which he was to deposit the instalments to discharge the loan in 37 years. The petitioner talks law and desires that he be judged on technicality only. This is not possible. The Court gave the petitioner fairly a good offer which was spurned and rejected.

3. The Court indicated to the petitioner that if he will discharge the payment, whatever may be due as of date along with interest and undertakes to carry on paying his instalment till the end of the period of 37 years then he can be put on the track. The petitioner yet talks of law that the modality of recovery is incorrect. Modality of recovery becomes irrelevant once the Court made an equitable offer to the petitioner, If everyone like the petitioner lands the State into a bad debt and the payment is not made when a period of 37 years is indicated for the discharge of a loan this will saddle the nation with non-performing assets. Persons like the petitioner contribute to the deficit financing of the nation's planned economy. When soft terms are given, as the present one, then the State expects that the loan will be paid and the instalments will be adhered to. Repayment of loan for 37 years is an indulgence, which is not normally granted to ordinary people. The very principle of the scheme will be destroyed if persons will take loans and then break the equitable terms in not adhering to discharging the debt regularly.

4. There is no technicality in the matter. Giving subsidy or loans for the facilitation of helping the unemployed goes with the obligation to discharge the loan timely. Ordinary people do not get loans for a period stretched to 37 years. No details have been given in the writ petition as to what was the time table of the amount on which the petitioner had to discharge the loan month by month. The petitioner is not prepared to come forward to take up the equity presented to him by the Court.

5. The Court does not find any error in the order of the learned Judge.

6. Dismissed.

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