23.07.2026
Item No.38 (DL)
Court No.7
AJ.

IN THE HIGH COURT AT CALCUTTA
CONSTITUTIONAL WRIT JURISDICTION

W.P.A. 15214 of 2026

Mr. Rajesh Prasad
-Vs-
The State of West Bengal & Ors.

Mr. Avishek Das,
Mr. Piyush Kumar,
Mr. Soubhik Dey.
....for the petitioner.

Mr. Ajit Kumar Chaubey,
Sr. Govt. Adv.
.....for the State.

Ms. Parna Roy Choudhury,
Ms. Trisa Chanda.
.....for the Punjab National Bank.

1. This writ petition alleges arbitrariness on the part of the bank in not refunding "excess amount appropriated from the petitioner in terms of the letter dated 5th June, 2026 along with second OTS dated 6th June, 2026".

2. The writ petition reveals that the petitioner had availed of credit facilities from Punjab National Bank. The petitioner defaulted on repayment of the credit facilities whereupon, the bank initiated proceedings under the Recovery of Debts due to Banks and Bankruptcy Act, 1993 by filing an original application before the relevant DRT.

3. The said original application was disposed of by issuance of a certificate

whereafter, recovery proceedings were initiated being RC Case No. 135 of 2019.

4. During pendency of the said recovery proceedings, the petitioner made an application dated March 02, 2024 proposing to settle the dues of the bank by way of one time settlement. The said offer was not acceptable to the bank.

5. Subsequently, on March 07, 2024 the petitioner made another proposal to settle the dues of the bank on payment of a sum of Rs. 56,00,000-/. With the said offer, the petitioner paid an affront amount of Rs.11,20,000/-

6. However, proposal for settlement at the said sum of Rs.56,00,000/- did not work.

7. Thereafter, on June 05, 2026 the petitioner made a third offer for settling the dues of the bank at the sum at Rs.86,00,000/-. This offer was ultimately accepted by the bank by issuing a letter dated June 06, 2026. In terms of the said letter, the petitioner paid the said sum of Rs.86,00,000/- in two tranches on June 06, 2026 and June 15, 2026 (Annexure P-8 at page 65 of the writ petition). The bank thereafter issued 'no dues certificate' to the petitioner on June 18, 2026.

8. However, the petitioner remained aggrieved since the sum of Rs.11,20,000/- which had been paid by the petitioner as upfront

amount with the second offer of Rs.56,00,000/- made by the petitioner to the bank was not refunded to the petitioner. Accordingly, the petitioner approached the relevant DRT by way of an application in the RC proceedings. On the said I.A., the Recovery Officer passed an order on June 11, 2026.

9. Ms. Roy Chowdhury, learned Advocate appearing for the Bank shall take appropriate written instructions as regards the status of Rs.11,20,000/- said to have been retained by the bank.

10. List this matter on July 27, 2026.

(Om Narayan Rai, J.)