

IN THE HIGH COURT AT CALCUTTA
[CIRCUIT BENCH AT PORT BLAIR

WPA/798/2023

Subham Lall

Vs.

The Bank Manager and another

Ms. Siddhartha Singha ... for the petitioner

Mr. N.A.Khan ... for the respondents

September 21, 2023
[SR]
Item No.5

It is a matter of great concern that a loan to the extent of Rs.8.00 lakhs and odd was extended to the petitioner for purchase of a car to sustain in life. It was payable in equally monthly installments for a period of five years.

It is contended by the petitioner that under the scheme of Prime Minister's Employment Generation Program (PMEGP), such loan was advanced with the stipulation that the interest accrued on the loan amount shall be reimbursed to the petitioner.

It is more alarming when a statement of account is furnished by the petitioner that he has already paid a sum of Rs.18.00 lakhs and odd, yet, the Bank forcibly took the possession of the vehicle, which was hypothecated under the said loan agreement and sold it in auction without taking recourse to law.

The counsel for the Bank submits that there was a default committed by the petitioner, which was regularized by

the Bank and further disputes the payment of the loan amount to the tune of Rs.18.00 lakhs or odd, the petitioner is not in a position to disclose the loan agreement.

In view of the above, this Court directs the Bank to disclose the loan agreement and also the details of the loan account on the next date of this week.

List the matter on Monday (25.09.2023)

(Harish Tandon, J.)