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11/9/12

IN THE HIGH COURT OF JUDICATURE AT PATNA

(CIVIL WRIT JURISDICTION)

C. W.J.C. No. _____ of 2012

SANJAY KUMAR

..... **Petitioner.**

Versus

The State of Bihar & Others

.....**Respondents.**

SYNOPSIS

1. That the petitioner seeks indulgence of this Hon'ble Court on the ground i.e. –
 - (i) To issue a writ in the nature of certiorari for quashing of the notice issued under Section 13 (2) of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest (second) Ordinance, 2002 (No. 3 of 2002), as the same is per-se illegal, unauthorized, malafide and colourable exercise of power at the behest of the Respondent No. 6.
 - (ii) To issue a writ in the nature of certiorari for quashing of the notice issued under Section 13 (2) of the Securitization and Reconstruction of Financial Assets

and Enforcement of Security Interest (second) Ordinance, 2002 (No. 3 of 2002), as the same is per-se illegal, unauthorized, malafide and colourable exercise of power at the behest of the Respondent No. 6, because while issuing the notice under the SARFASI Act. completely ignored and discarded that firstly the Respondent No. 5 issued notice under OTS scheme, 2012 on 16.06.2012 (Annexure - 8) and thereafter within a week issued the notice under Section 13 (2) of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest (second) Ordinance, 2002 (No. 3 of 2002) on 19.06.2012, so the same was obviously not permissible in the eye of law.

- (iii) To issue a writ in the nature of mandamus commanding the Respondents No. 5 & 6, asking therein that when the petitioner filed an application on 11.08.2009 (Annexure - 7) and 03.06.2010 (Annexure-7/A) for closure of his loan account, then under what

statutory authorization the loan account of the petitioner was not closed.

(iv) Any other relief or reliefs.

2. Annexure - 4. The Respondent No. 6 sent/transmitted
(29.07.2008) a letter before the Respondent No. 6, stating therein that he himself visited the unit on 29.07.2008 & found whole stock were spoiled.
3. Annexure - 1. the petitioner filed an application before
(19.11.2008) the Respondents No. 6 on 19.11.2008, stating & requesting therein, that due to unprecedented flood, he faced the loss amounting to Rs. 3,00,000/- (Rupees three lakhs), so the petitioner requested to compensate the loss by making compensation. The reason behind filing of application was that entire stocks were insured under the Respondent No. 7. The application of the petitioner was duly

received in the office of the Respondent No. 6 on 19.11.2008.

4. Annexure -3 - **(14.02.2009)** that in contemplation to the report submitted by the HALKA KARMCHARI, the Respondent No. 4 submitted his report on 14.02.2009 bearing Certificate No. 13 by affirming the loss occurred to the petitioner.
5. Annexure -5 - **(26.02.2009)** The Respondent No. 6 sent an information before the Respondent No. 8 by filing entire heading by mentioning the inspection of stock made by Shri Shambhu Prasad on 26.02.2009.
6. Annexure -6- **(03.03.2009)** That surveyor of the Respondent No. 7 played fraud & mischief with the petitioner as he was demanding Rs. 20,000/- towards bribe from the petitioner for submitting his report in favour of the petitioner, but the same was refused by

the petitioner, so Mr. Satish Sharan, so called approved valuer submitted his report on 03:03.2009.

7. Annexure -2 - **(08.05.2009)** That the petitioner filed an application before the Respondent No. 6 on 08.05.2009 for providing certificate in confirmation to loss assessed by the Bank Officials.
8. Annexure -2/A- **(29.05.2009)** That pursuant to the request made by the petitioner, the Respondent No. 5 sent a letter before the Respondent No. 4 on 29.05.2009, stating therein that actual loss accrued to the petitioner in between Rs. 2,50,000/- to Rs. 3,00,000/-.
9. Annexure -3/A- **(05.06.2009)** That in contemplation to the report submitted by the State Bank of India, the

value of loss occurred to the petitioner was assessed by the Respondent No. 4 vide his certificate dated 05.06.2009 bearing letter No. 2302 amounting the loss in between Rs. 2,50,000/- to Rs. 3,00,000/-.

10. Annexure -7-
(11.08.2009) That the petitioner perplexed by the behaviour of the Respondent No. 5, then the petitioner left no way out for his survival, so the petitioner filed an application on 11.08.2009.
11. Annexure -7/A-
(03.06.2010) That the petitioner in his application dated 11.08.2009 made specific statement that after adjustment of insurance amount & fixed deposit, his account be settled, so that he may deposit the remaining outstanding dues. But, unfortunately in most targeted manner, the account of the petitioner was not closed. Thereafter, again the petitioner filed application on

03.06.2010, stating therein to close his loan account.

12. Annexure -8-
(16.06.2012) That the petitioner was expecting that his loan account will be closed, in contemplation to the respective letters dated 11.08.2009 (Annexure-7) and dated 03.06.2010 (Annexure-7/A), but all of a sudden the Respondent No. 6 without mentioning any date or month transmitted a letter regarding offer of O.T.S scheme, 2012. But, the said letter was received by the petitioner on 16.06.2012.
13. Annexure -9-
(19.06.2012) That the petitioner was thinking about the proposed offer on O.T.S Scheme, 2012, in the meantime, in same manner, without mentioning any date or month notice under Section 13 (2) of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest

(second) Ordinance, 2002 (No. 3 of 2002)
was served upon the petitioner on
19.06.2012.

Hence, instant writ application.

IN THE HIGH COURT OF JUDICATURE AT PATNA

(CIVIL WRIT JURISDICTION)

C. W.J.C. No. _____ of 2012

SANJAY KUMAR

..... **Petitioner.**

Versus

The State of Bihar & Others

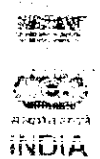
..... **Respondents.**

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 INDIA

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 Shree Praakash Prasad
 AND 15.12.12

IN THE HIGH COURT OF JUDICATURE AT PATNA
 (CIVIL WRIT JURISDICTION)

C. W.J.C. No. _____ of 2012

In the matter of an application
 under Article 226 of the
 Constitution of India.

AND

In the matter of

SANJAY KUMAR, S/o - Shri Jaldhar Mahto, resident of
 village/mohalla - Ward No. 3 of village - Jorgaman, P.O -
 Jorgaman, P.S - Murliganj, District - Madhepura.

.....**Petitioner.**

Versus

1. The State of Bihar.
2. The Disaster Management Group, Madhepura represented through the District Magistrate, Madhepura.
3. The District Magistrate, Madhepura.
4. The Circle Officer, Murliganj, Madhepura.

5. The State Bank of India, represented through its Chief General Manager-cum-Authorized Officer, SARFASI, State Bank of India, Madhepura..
6. The Branch Manager, State Bank of India, Murliganj Branch, Madhepura.
7. The Branch Manager, Oriental Insurance Company Limited, Patna, Sone Bhawan, Beer Chand Patel Path, Patna - 800001.
8. Mr. Sanjay Sharan, S/o - not known to the petitioner, Surveyor loss assessor of Oriental Insurance Company Ltd., resident of 145, Mangaldeep Apartment, Gosaitola, Patliputra Colony, Patna - 800013.

.....**Respondents.**

To,

The Hon'ble Justice Ms. Rekha M. Doshit, the Hon'ble Chief Justice of the High Court of Judicature at Patna and her Companion Justices of the said Hon'ble Court.

The humble petition on behalf of the petitioner above named.

MOST RESPECTFULLY SHWETH :

1. That the petitioner seeks indulgence of this Hon'ble Court on the ground i.e. -
 - (i) To issue a writ in the nature of certiorari for quashing of the notice issued under Section 13 (2) of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest (second) Ordinance, 2002 (No. 3 of 2002), as the same is per-se illegal, unauthorized, malafide and colourable exercise of power at the behest of the Respondent No. 6.
 - (ii) To issue a writ in the nature of certiorari for quashing of the notice issued under Section 13 (2) of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest (second) Ordinance, 2002 (No. 3 of 2002), as the same is per-se illegal, unauthorized, malafide and colourable exercise

of power at the behest of the Respondent No. 6, because while issuing the notice under the SARFASI Act. completely ignored and discarded that firstly the Respondent No. 5 issued notice under OTS scheme, 2012 on 16.06.2012 (Annexure - 9) and thereafter within a week issued the notice under Section 13 (2) of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest (second) Ordinance, 2002 (No. 3 of 2002) on 19.06.2012, so the same was obviously not permissible in the eye of law.

(iii) To issue a writ in the nature of mandamus commanding the Respondents No. 5 & 6, asking therein that when the petitioner filed an application on 11.08.2009 (Annexure - 7) and 03.06.2010 (Annexure-7/A) for closure of his loan account, then under what statutory authorization the loan account of the petitioner was not closed.

(iv) Any other relief or reliefs.

2. That the petitioner is a citizen of India and residing under the territorial jurisdiction of this Hon'ble Court and as such having right to sue for protection of his statutory right.
3. That it is relevant to state here that the petitioner was provided C.C facilities amounting to Rs. 2,50,000/-, as the said C.C. facilities were provided to the petitioner on 12.12.2006.
4. That it is relevant to state here that the petitioner in security of C.C. of facilities, provided fixed deposit of Rs. 60,000/- (Rupees sixty thousand) & further mortgaged 1 Katha of land bearing Thana No. - 266, Khata No. - 202, Plot No. - 552, appertaining an area of 00-01-00 dhurs, under Mauza - Murliganj.
5. That it is relevant to state here that the Respondent No. 6 provided C.C. facilities to the shop, known as RATI GENERAL STORE. The petitioner obtained the C.C. facilities to sale cosmetic goods in RATI GENERAL STORE.

6. That it is relevant to state here that due to unprecedented flood in Koshi Region all of sudden entire life line of Koshi Region were badly hampered. The flood came on 21.08.2008.
7. That it is relevant to state here that the petitioner, thereafter filed an application before the Respondents No. 6 on 19.11.2008, stating & requesting therein, that due to unprecedented flood, he faced the loss amounting to Rs. 3,00,000/- (Rupees three lakhs), so the petitioner requested to compensate the loss by making compensation. The reason behind filing of application was that entire stocks were insured under the Respondent No. 7. The application of the petitioner was duly received in the office of the Respondent No. 6 on 19.11.2008.

A true typed/photocopy of the application dated 19.11.2008 is annexed herewith and marked as Annexure-1.

8. That it is significant to state here that Shri Sambhu Prasad, Regional Officer, S.B.I, Madhepura also visited & verified the

stocks of the petitioner during the period of flood, then he found that total stock amounting to Rs. 3,71,860/- were found, but after flood, again the stock was verified by Shri D. Bike & Shri D. Bike submitted his report, stating therein that goods were lying in the RATI GENERAL STORE were of Rs. 76,398/- & remaining entire goods were damaged & were lying in the water of flood.

9. That it is relevant to state here that the petitioner filed an application before the Respondent No. 6 on 08.05.2009 for providing certificate in confirmation to loss assessed by the Bank Officials. In pursuant to the request made by the petitioner, the Respondent No. 5 sent a letter before the Respondent No. 4 on 29.05.2009, stating therein that actual loss accrued to the petitioner in between Rs. 2,50,000/- to Rs. 3,00,000/-. So, the Respondent No. 6 requested the Respondent 4 to issue a certificate with respect to loss calculation certificate (आकलन प्रमाण पत्र) in order to receive claim of Insurance amount. Suffice to pin point here that the Respondent No. 6 sent his request in conformity of the

verification made by Shri Shambhu Prasad, the Regional Officer of the Bank.

True typed/photocopies of the application of the petitioner dated 08.05.2009 & the report transmitted before the Respondent No. 4 dated 29.05.2009 are annexed herewith and marked as Annexure-2 & 2/A.

10. That it is relevant to state here that the petitioner filed an application before the Respondent No. 4 for assessment of the loss due to unprecedented flood & the same was transmitted by the Respondent No. 4 before the HALKA KARMCHARI & accordingly HALKA KARMCHARI reported on 05.12.2008 by mentioning this fact :-

महाशय,

आवेदक के दुकान में प्रलयकारी बाढ़ के दौरान 3'-4' पानी दुकान के अंदर था। उक्त आपदा के द्वारा इनका दुकान पूरी तरह क्षतिग्रस्त हो गया था।

हस्ताक्षर

अस्पष्ट

05.12.2008

11. That it is relevant to state here that in contemplation to the report submitted by the HALKA KARMCHARI, the Respondent No. 4 submitted his report on 14.02.2009 bearing Certificate No. 13 by affirming the loss occurred to the petitioner. Significant to state here that in contemplation to the report submitted by the State Bank Of India, the value of loss occurred to the petitioner was assessed by the Respondent No. 4 vide his certificate dated 05.06.2009 bearing letter No. 2302 amounting the loss in between Rs. 2,50,000/- to Rs. 3,00,000/-.

True typed/photocopies of the report of the Respondent No. 4 dated 14.02.2009 bearing Certificate No. 13 & report dated 05.06.2009 bearing letter No. 2302 are annexed

herewith and marked as
Annexure - 3 & 3/A.

12. That it is relevant to state here that the Respondent No. 6 sent/transmitted a letter before the Respondent No. 6, stating therein that he himself visited the unit on 29.07.2008 & found whole stock were spoiled. The Respondent No. 6 further admitted that entire goods were disposed of in their presence & further pointed out that no fresh stock remained in saleable condition. The Respondent No. 6 pointed out that "*We assessed by naked eyes that the value of damaged stocks had near about two laksh fifty thousand to three lakhs. We confirm you that the losses of unit is genuine*".

A true typed/photocopy of the report of the Respondent No. 6 dated 29.07.2008 is annexed herewith and marked as Annexure - 4.

13. That it is relevant to state here that the Respondent No. 6 sent an information before the Respondent No. 8 by filing entire heading by mentioning the inspection of stock made by Shri Shambhu Prasad on 26.02.2009.

A true typed/photocopy of the report of the Respondent No. 6 dated 26.02.2009 is annexed herewith and marked as Annexure - 5.

14. That it is relevant to state here that it will be evident to perusal of format dated 26.02.2009, the Respondent No. 6 assessed the stock amounting to Rs. 3,71,860/-.
15. That it is relevant to state here that surveyor of the Respondent No. 7 played fraud & mischief with the petitioner, as he was demanding Rs. 20,000/- towards bribe from the petitioner for submitting his report in favour of the petitioner, but the same was refused by the petitioner, so Mr. Satish Sharan, so called approved valuer submitted his report on 03.03.2009, stating therein that no evidence was

produced by the petitioner, so he assessed the loss as zero. The Respondent No. 6 submitted/transmitted his report before the Respondent No. 2.

A true typed/photocopy of the report of the Surveyor dated 03.03.2009 is annexed herewith and marked as Annexure - 6.

16. That it is relevant to state here that the petitioner perplexed by the behaviour of the Respondent No. 5, then the petitioner left no way out for his survival, so the petitioner filed an application on 11.08.2009 & recently on 03.06.2010, requesting therein to close his loan account. The petitioner in his application dated 11.08.2009 made specific statement that after adjustment of insurance amount & fixed deposit, his account be settled, so that he may deposit the remaining outstanding dues. But, unfortunately in most targeted manner, the account of the petitioner was not closed.

Thereafter, again the petitioner filed application on 03.06.2010, stating therein to close his loan account.

True typed/photocopies of the applications dated 11.08.2009 & 03.06.2010 are annexed herewith and marked as Annexure-7 & 7/A.

17. That it is relevant to state here that under what extraordinary circumstances, the loan account of the petitioner was not closed, is best known to the Respondent No. 6.
18. That it is relevant to state here that the petitioner constant pressure to close the loan account was refused merely on this assurance that in the event of closure of loan account, the insurance benefit will be forfeited.
19. That it is relevant to state here that the petitioner was expecting that his loan account will be closed, in contemplation to the respective letters dated 11.08.2009 (Annexure-7) and dated 03.06.2010 (Annexure-7/A), but all of a sudden the Respondent No. 6 without mentioning any

date or month transmitted a letter regarding offer of O.T.S scheme, 2012. But, the said letter was received by the petitioner on 16.06.2012.

A true typed/photocopy of the letter regarding offer of O.T.S scheme, 2012 received by the petitioner on 16.06.2012 is annexed herewith and marked as Annexure-8.

20. That it is relevant to state here that notice under the O.T.S scheme, 2012 was received by the petitioner through post on 16.06.2012.
21. That it is relevant to state here that the petitioner was thinking about the proposed offer on O.T.S Scheme, 2012, in the meantime, in same manner, without mentioning any date or month notice under Section 13 (2) of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest (second) Ordinance, 2002

(No. 3 of 2002) was served upon the petitioner on 19.06.2012.

A true typed/photocopy of the notice under Section 13 (2) of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest (second) Ordinance, 2002 (No. 3 of 2002), which was received by the petitioner on 19.06.2012 is annexed herewith and marked as Annexure - 9.

22. That it is relevant to state here that even assuming worst & negative in entirety, once an offer under O.T.S scheme, 2012 was served/offered upon the petitioner, then what urgency emerged for the Respondents No. 5 & 6 to proceed with Section 13 (2) of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest

(second) Ordinance, 2002 (No. 3 of 2002). The action of the Respondents No. 5 & 6 are thorough unauthorized and perverse illegal, hence a writ in the nature of mandamus be issued for commanding the Respondents to withdraw the notice under Section 13 (2) of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest (second) Ordinance, 2002 (No. 3 of 2002).

23. That it is relevant to state here that the Respondents are perverse, arbitrary, mala fide & without any statutory sanction. The Respondents No. 5 & 6 only in order to harass the petitioner and in order to save their illegal act, as the petitioner filed his application to close his loan account, but in complete unauthorized manner, the Respondents No. 5 & 6 instead of closing the loan account, regularly charged/imposed the interest upon the petitioner, so it is respectfully submitted that the illegal and unauthorized act of the Respondents No. 5 & 6 be taken into judicial consideration. The petitioner further submits that the liability upon the erring officials be determined that under

what compelling circumstances the loan account of the petitioner was not closed on 11.08.2009, itself. Hence, it is respectfully submitted that :-

- (a) Whatever interest charged upon the petitioner since 11.08.2009 be waived and the same should be recovered from the pocket of the erring Respondents ?
- (b) When an offer under O.T.S scheme, 2012 was made to the petitioner on 16.06.2012, then what extraordinary occasion occurred for issuance of notice under Section 13 (2) of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest (second) Ordinance, 2002 (No. 3 of 2002) ?
- (c) Whether, the action of the Respondents No. 5 to 8 are permissible in view of the respective reports made by the authorities with respect to the admitted loss occurred due to unprecedented flood ?

24. That it is relevant to state here that the Respondent No. 5 after service of notice under Section 13 (2) of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest (second) Ordinance, 2002 (No. 3 of 2002) terrorize the petitioner to deposit at least Rs. 25,000/-. Accordingly, the petitioner deposited a sum of Rs. 2,500/- in his loan account on 26.06.2012.
25. That it is relevant to state here that the action of the Respondents No. 5 to 8 requires judicial notice, as their capricious act is ex-facie apparent on the face of the record.
26. That it is relevant to state here that for the 1st time, the petitioner came to know that his loan account became N.P.A on 12.03.2010. It is relevant to state here that from perusal of letter of O.T.S scheme, 2012, the petitioner came to known that the account of the petitioner became N.P.A on 12.03.2010.
27. That it is significant to state here that when the petitioner solicited his request before the Respondent No. 6 for his statement of account, then the Respondent No. 6 supplied

statement of account only for the period 03.04.2008 to 10.11.2009 and most surprisingly contrary to the rule of calculation of interest monthly interest were calculated by the Respondent No. 6.

28. That the petitioner having no alternative or efficacious remedy than to invoke the jurisdiction of this Hon'ble Court for redressal of his grievance.
29. That the petitioner has not moved earlier before this Hon'ble Court for the relief sought for in paragraph 1 of the instant writ application.

It is therefore prayed that your lordship may graciously be pleased to admit this application, issue Rule NISI, calling upon the Respondents as to why relief sought for in paragraphs 1 & 22 of the instant writ application be not

granted in favour of the
petitioner.

AND

Or pass such other order or
orders as your lordship may
deem fit and proper.

AND

For this the petitioner shall ever pray.

A F F I D A V I T

I, **Sanjay Kumar**, aged about 27 years, S/o - Shri Jaldhar Mahto, resident of village/mohalla - Ward No. 3 of village Jorgaman, P.O - Jorgaman, P.S - Murliganj, District - Madhepura, do hereby solemnly affirm and state as follows :-

1. That I am sole petitioner in this case and am well acquainted with the facts and circumstances of this case.
2. That the contents of this petition have been read over by me which is understood and they are true to my knowledge and belief.
3. That the statement made in paragraphs 3, 4, 8, 10, 14, 17, 18, 20, 22, 27 are true to my knowledge and the statements made in paragraphs 7, 9, 11, 15, 16, 19, 21 are derived from the records of the case and rests are by way of submissions.
4. That the annexures are true typed/photo copies of their respective originals.

Sanjay Kumar,

17.08.12

ANNEXURE-1

सेवा में,

श्रीमान् शाखा प्रबन्धक महोदय,

भारतीय स्टेट बैंक मुरलीगंज

विषय:- प्रलयकारी बाढ़ से हुए नुकसान के संबंध में।

महाशय,

निवेदन पूर्वक कहना है कि मैं संजय कुमार पिता श्री जलधर महतो ग्राम+पोस्ट-जोरगामा आपके शाखा से अपने दुकान रति जनरल स्टोर के लिए 2,50,000 (दो लाख पचास हजार) रुपये का कैश क्रेडिट ऋण लिया था। या ऋण घोषित है। 21.08.2008 को आयी प्रलयकारी बाढ़ में लगभग तीन लाख (3,00,000) रुपये मूल्य के सामान को बर्बाद कर अपने साथ साथ ले गयी।

अतः श्रीमान् शाखा प्रबन्धक महोदय से साग्रह निवेदन है कि बाढ़ से हुए नुकसान की उचित क्षतिपूर्ति दिखाने की कृपा की जाय।

विश्वासभाजन

संजय कुमार

रति जनरल स्टोर

निधर हाट बाजार

मेन रोड मुरलीगंज

19.11.2008

खाता सं० 11634773208

ANNEXURE-2/A

सेवा में,

श्रीमान् अंचलाधिकारी महोदय
अंचल कार्यालय मुरलीगंज
जिला - मधेपुरा

विषय:- बीमा दावा भुगतान हेतु क्षति आकलन प्रमाण पत्र निर्गत करने के संबंध में।

महाशय,

उपरोक्त विषयान्तर्गत आवेदक द्वारा प्राप्त आवेदन दिनांक 21.05.09 के आलोक में कहना है कि श्री संजय कुमार, पिता श्री जलधर महतो, ग्राम+पो0- जोरगामा, थाना-मुरलीगंज, ने हमारे शाखा से अपने दुकान रति जनरल स्टोर के लिए दिनांक 12.12.06 को (2,50,000) दो लाख पचास हजार रुपये का कैश क्रेडिट ऋण लिया था। 21.08.08 को आयी प्रलयकारी बाढ़ का पानी इनके दुकान के अन्दर चला गया। जिससे इनके दुकान में ढाई से तीन लाख रू0 का सामान बर्बाद हो गया।

29.07.08 को बैंक के क्षेत्रिय अधिकारी श्री शम्भू प्रसाद जी जब इनके स्टॉक का निरीक्षण किया तो उस समय इनके दुकान में (3,71,860) रुपये का सामान मौजूद पाया। परन्तु बाढ़ के बाद आवेदक के आवेदन के उपरान्त जब बैंक के क्षेत्रिय अधिकारी डी0 ब्राइक ने इनके स्टॉक का निरीक्षण किया तो उस समय रति जनरल स्टोर के प्रो0 संजय कुमार के दुकान में (76,308) रू0 मूल्य का सामान शेष पाया, एवं शेष सभी सामान बाढ़ के पानी में बर्बाद हुआ पड़ा था। इस हिसाब से रति जनरल स्टोर की वास्तविक क्षति (2,50,000 से 3,00,000) लाख के बीच मानी जाती है।

अतः श्रीमान् से निवेदन है कि संजय कुमार को आकलन प्रमाण पत्र देने की कृपा की जाय, ताकि यह बीमा दावा भुगतान ले सके।

विश्वासभाजन

(1) संलग्न:- आवेदक के आवेदन की एक प्रति।

ANNEXURE-3

बाढ़ आपदा प्रमाण पत्र

अंचल-मुरलीगंज, सबडिविजन-मधेपुरा, जिला-मधेपुरा

प्रमाण पत्र सं०-13

दिनांक 14.02.09

प्रमाणित किया जाता है कि हल्का कर्मचारी नगर पंचायत श्री उपेन्द्र प्रसाद यादव जी के जांच प्रतिवेदन के आधार पर अगस्त 2008 के कोशी प्रलयकारी बाढ़ के दौरान मुरलीगंज नगर क्षेत्र स्थित रति जेनरल स्टोर के प्रोपराईटर श्री संजय कुमार पिता श्री जलधर महतो ग्राम+पोस्ट जोरगामा का रवि जेनरल स्टोर में कोशी का बाढ़ का पानी 3-4 फीट अन्दर चला गया था। जिस कारण इनके दुकान में काफी क्षति हुई।

प्र०वि०पदा०

सह

अंचल अधिकारी

मुरलीगंज

ANNEXURE-3/A

अंचल कार्यालय मुरलीगंज

क्षति आकलन प्रमाण पत्र

प्रमाण पत्र सं० 230

दिनांक 05.06.09

प्रमाणित किया जाता है कि भारतीय स्टेट बैंक मुरलीगंज 2979 के द्वारा जाँच प्रतिवेदन के आधार पर वर्ष-2008 में आयी प्रलयकारी बाढ़ में प्रोपराईटर श्री संजय कुमार पिता श्री जलधर महतो, ग्राम+पोस्ट-जोरगामा अंचल+थाना-मुरलीगंज जिला-मधेपुरा का नगर क्षेत्र मुरलीगंज स्थित रति जेनरल स्टोर में पानी आ जाने के कारण शाखा प्रबंधक भारतीय स्टेट बैंक मुरलीगंज के द्वारा मो० 2,50,000=०० से 3,00,000=०० (दो लाख पचास हजार से तीन लाख) रूपये के बीच क्षति आँकी गई है।

अंचल अधिकारी

मुरलीगंज

05.06.09



भारतीय स्टेट बैंक
STATE BANK OF INDIA
Branch, Murliganj, (2979)

Assesment

To the,
Branch Manager
Oriental Insurance
Company Ltd.
Patna (Bihar)

27

आंक / No. 126/2009

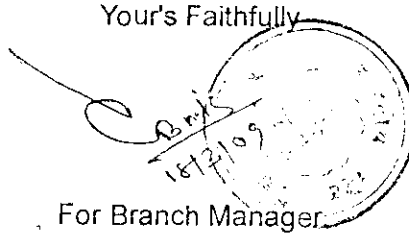
दिनांक / Date. 18.03.2009

Dear Sir,

M/s Rati General Store
Prop. Sanjay Kumar
Village- Jorgama
Distt.- Madhepura
Cash Credit Limit Rupees Rs. 2.50 Lac.

This is to certify that M/s Rati General Store Prop. Sanjay Kumar Maintaining a Cash Credit Limit of Rupees 2.50 Lac. (A/C No.- 11634773208) with Our Branch: The position of A/c was very sound before The KOSI FLOOD he had maintained a Good Relationship with our Branch and he Posses a Respectable Position in our Bank and now all the goods in his shop/Gowdon had destroyed due to Heavy Flood in this area and Almost two months, area is totally Flooded. Even All the Shop and Offices were closed. During this Period all the Govt. offices including Banks in the Locality remained closed. We have visited the unit on 29.07.2008 and found the Stocks were sufficient against the limit. But when I visited the Unit after the Flood found that Whole stocks were Spoiled. Mr. Sanjay Kumar Disposed off all the Goods in our presence. And no fresh Stocks Remained in saleable condition. We assesed by Naked eyes that the Value of Damaged Stocks had near about Two fifty lacs to Three Lacs. We confirm you that the Losses of unit is genuine.

Your's Faithfully

1.09.008/-

For Branch Manager

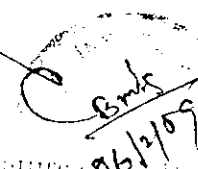
SATISH SARAN B.Sc. (Mech.) UGC, F.I.E. F.I.I.
Registered Chartered Accountant
Licence No. 1309
FAX/PHONE: 2309 MOBILE: 91-9431031206

45 MANGALDEEP APRTMENTS
GOSAITOLA, PATLIPUTRA COLONY
PATNA 800613 (BIHAR)
E-MAIL - satishsaran@vsnl.com

A/c No. - 011634773208

a) Name and address of the Loanee	Sanjay Kumar. M/S Rati General Store Main Road Murhigons
b) Scheme under which loan was sanctioned	Murhigons. pin - 852122 - C.C. Limit (SBI)
c) Nature of business against which loan was sanctioned	(General) store (Cosmetics)
d) The Date Loan was sanctioned.	12.12.06
e) Amount of loan sanctioned.	2,50,000/-
f) Present outstanding	RS. 271384 (DR).
g) The date stock was last inspected by the Bank Officials and the value of stock found in the shop	29.07.2008 by Shambhu prasad RS. 371860/-

Date: Murhigons
Date: 26.02.09


Signature of Branch Manager

SATISH SARAN

B.Sc (Mech.) Engg., F.I.E., F.I.I.I.
Chartered ENGINEER

Licensed SURVEYOR LOSS-ASSESSOR

Registered VALUER

45 MANGALDEEP APTS, GOSAITOLA, PATLIPUTRA COLONY, PATNA- 800013
FAX/PHONE - (0612)-2271569 MOBILE- 9431011206 E-MAIL - satishsaran@gmail.com

पटना दिः 03 - 03 - 2009

सेवा में

श्रीमान जिला पदाधिकारी
जिला पदाधिकारी का कार्यालय
मधेपुरा 852113

विषयः अगस्त 2008 में आई कोसी की वाड़ से प्रभावित दुकानों में क्षति के संबंध में

सविनय निवेदन है कि मैं वीमा विनियामक और विकास प्रधिकरण द्वारा अनुज्ञप्ति निष्पक्ष सर्वेक्षक एवं क्षति निर्धारक हूँ। मुझे ओरियंटल इंश्योरेंस कंपनी लिमिटेड पटना प्रमंडलीय कार्यालय ने संलग्न सूचि में लिखित दुकानों में कथित अगस्त 2008 में आई वाड़ से हुई क्षति के निर्धारण का कार्य दिः 4 - 02 - 2009 को सौंपा है। इस कार्य के लिए मैंने दिः 18 एवं 19- 02 - 2009 को मधेपुरा एवं मुरलीगंज जा कर उन दुकानों का निरीक्षण किया। निरीक्षण के दौरान यह पाया कि इन प्रस्थानों ने अपनी अपनी दुकानों को साफ सुथरा कर लिया है तथा पुनः पूर्ववत् कार्य किया जा रहा है। दुकानों के वाड़ के पानी से प्रभावित होने का कोई साक्ष्य नहीं दिखा। दुकानदार भी कोई साक्ष्य नहीं दिखाए। यह स्वाभाविक है।

कोसी में आई इस प्रलयकारी वाड़ ने मधेपुरा एवं मुरलीगंज में तवाही भवाई तथा कई प्रस्थानों में क्षति हुई इसमें कोई संदेह नहीं है। परंतु साक्ष्य के अभाव में इन प्रस्थानों में वाड़ का पानी प्रवेश किया भी या नहीं तथा क्षति हुई या नहीं हुई इसका निर्धारण संभव नहीं हो पा रहा है। दुकानदारों के भी कोई साक्ष्य नहीं दिखाए जाने के फलस्वरूप उनकी क्षति शून्य ही निर्धारित हो सकती है।

अतः सविनय निवेदन है कि यदि आपके कार्यालय से संलग्न सूचित दुकानों का वाड़ से प्रभावित होने एवं संभावित क्षति का प्रमाण पत्र निर्गत हुआ है तो कृपया उसकी एक प्रति देने की कृपा की जाय जिसको आधार मान कर क्षति निर्धारण किया जा सके।

आपका विपासभाजन

| सतीश सगन।

संलग्नः प्रस्थानों की सूचि एवं निरीक्षण के दौरान लिए गए चित्रों की छायाप्रति

प्रतिलिपिः ओरियंटल इंश्योरेंस कंपनी लिमिटेड पटना प्रमंडलीय कार्यालय को सूचनार्थ

ANNEXURE-7

सेवा में,

शाखा प्रबन्धक महोदय भारतीय स्टेट बैंक मुरलीगंज

विषय:— कैंश क्रेडिट ऋण भुगतान के संबंध में।

महाशय,

निवेदन है कि मैं संजय कुमार आपके शाखा से अपने प्रतिष्ठान रति जनरल स्टोर के लिए कैंश क्रेडिट ऋण लिया था। बैंक में जमा निकासी में काफी समय लग जाने के कारण खाता संचालन में कुछ त्रुटि रही, फिर भी यथा संभव खाता संचालन रखा। 21 अगस्त 2008 को आयी बाढ़ ने दुकान में काफी तबाही मचाई। जिसका जीता-जागता साक्ष्य आप हैं। इस तबाही का निकट साक्ष्य में भरपाई कर पाना संभव नहीं है। मेरे जानकारी के बिना आपने मेरे खाता का साधारण बीमा किया। बीमा दावा से संबंधित सभी आवश्यक कागजात बीमा कं० को सर्वेयर को सुपुर्द किया जा चुका है। एवं आपके आदेशानुसार सादा उन्मोचन वाउचर भी भर कर बीमा कं० को दिया जा चुका है।

अतः श्रीमान् से निवेदन है बीमा कंपनी से होने वाली भुगतान राशि मेरे डिपोजिट राशि को जोड़ने के बाद मुलधन में जो राशि घट रही है वह राशि मुझे से लेकर मुझे No dues देने की कृपा की जाय।

विश्वासभाजन

संजय कुमार

11-8-09

रति जनरल स्टोर मुरलीगंज

11634773208

ANNEXURE-7/A

सेवा में,

शाखा प्रबन्धक महोदय, भारतीय स्टेट बैंक मुरलीगंज

विषय:- ऋण भुगतान के संबंध में।

महाशय,

उपरोक्त विषयान्तर्गत कहना है कि पूर्व में भी ऋण भुगतान से संबंधित आवेदन दिया था बावजूद उसके आपने मेरे खाता का नवीकरण किया। बीमा कंपनी से प्राप्त राशि मो० 1,09,000/- आपने मंजूर कर लिया, जबकि सर्वेयर रिपोर्ट के अनुसार यह राशि मो० 2,56,000/- का है। बीमा कंपनी से भुगतान 1,00,000/- लेने के बाद आपने सबसे पहले अपना सुद काट लिया, और गलत मौरवीक आश्वासन देकर खाता नवीकरण करवाया, जो कहीं से भी न्याय संगत नहीं है। आपने कहा था बीमा कं० से और राशि ली जाएगी, परन्तु आपके द्वारा कुछ नहीं किया गया। राशि के अभाव में प्रतिष्ठान चला जाना अब मेरे लिए संभव नहीं है। मैं अपना प्रतिष्ठान बेच रहा हूँ।

अतः श्रीमान् से निवेदन है कि बीमा कंपनी से और राशि ली जाय, तत्पश्चात् मुझे खबर देकर शेष राशि मुझसे लेकर मेरे खाता को बन्द किया जाय।

विश्वासभाजन

संजय कुमार

रति जनरल स्टोर मुरलीगंज

3-6-10

खाता सं० 11634773208



भारतीय स्टेट बैंक
STATE BANK OF INDIA

दुरांतोलज : 2979
MURLIGANJ
Pb-0647 -66450

SHRI SANJAY KUMAR

S/O. K. R. Mathur Mathur

At + Po. Jorjama.

PS/ vs. Murliganj Mathur

प्रिय महोदय .

एसबीआई ओटीएस - एमएसएमई, 2012

खाता क्रमांक 0011634773208

शाखा MURLIGANJ

भारतीय स्टेट बैंक ने हाल ही में एमएसएमई क्षेत्र में अनर्जक आस्तियों के एकवारगी निपटान (ओटीएस) की एक योजना तैयार की है। इस संबंध में, हम आपको सूचित चाहते हैं कि बैंक के प्रति आपकी देयताएँ (वकाया राशियाँ) निम्नलिखित निबंधनों एवं शर्तों पर एसबीआई ओटीएस - एमएसएमई, 2012 के अंतर्गत निपटान के लिए पात्र हैं :

- i) एनपीए को तिथि (दिनांक 12/3/2010) को वकाया राशि Rs. 261396.10000000001
- ii) ओटीएस की राशि इस योजना में दिए गए फार्मूले के अनुसार रहेगी जिसे शाखा से प्राप्त किया जा सकता है।
- iii) एनपीए की तिथि को वकाया राशि की न्यूनतम 5% जमा करवाने पर पर ही ओटीएस के आवेदन पर आगे कार्यवाई शुरू की जाएगी।
- iv) बैंक से ओटीएस पत्र प्राप्त होने पर शुरू में आपको ओटीएस राशि का 25% भाग जमा करना होगा। इसमें आवेदन के साथ आपके द्वारा जमा करायी गई राशि शामिल होगी।
- v) शेष राशि का भुगतान दस्तावेजी दर/(पीएलआर से 2%)/आधार दर, जो भी कम हो, से ब्याज के साथ ओटीएस संस्वीकृति की तिथि (वैधता अवधि) से 12 महीनों के अंदर किया जा सकता है। ऐसा नहीं होने पर ओटीएस संस्वीकृति रद्द कर दी जाएगी।
- vi) तथापि, यदि संपूर्ण ओटीएस राशि का भुगतान संस्वीकृति की तिथि से सीएचएचएच महीने के अंदर कर दिया जाता है, तो ओटीएस समझौते को अंतिम रूप दिए जाने के बाद कोई ब्याज नहीं लगाया जाएगा।

vii) समझौते के अनुमोदन के एक महीने या तीन महीनों के अंदर निपटान की जाने वाली सम्पूर्ण राशि का भुगतान करने पर. आप क्रमशः 15% या 10% छूट के लिए पत्र होंगे ।

2.(जहां लागू हो)

चूंकि आपका मामला न्यायालय/लोक अदालत/ ऋण वसूली अधिकरण/ औद्योगिक और वित्तीय पुनर्निर्माण बोर्ड के पास बकाया है, इसलिए कोई भी निपटान न्यायालय/लोक अदालत/ ऋण वसूली अधिकरण/ औद्योगिक और वित्तीय पुनर्निर्माण बोर्ड की सहमति डिक्ली/ आवश्यक आदेशों के अधीन होगा और इस पत्र से उक्त कार्यवाही में बैंक के अधिकारों एवं दावों पर कोई प्रतिकूल प्रभाव नहीं पड़ेगा ।

चूंकि आपको वित्तीय परिसंपत्तियों का प्रतिभूतिकरण और पुनर्गठन तथा प्रतिभूति हित प्रवर्तन अधिनियम,2002 के तहत नोटिस जारी किया गया है, इसलिए जबतक ऊपर बताए अनुसार वर्तमान एसबीआई ओटीएस - एमएसएमई, 2012 योजना के तहत कोई समझौता नहीं किया जाता है इस अधिनियम के आपके विरुद्ध कार्रवाई करने/ कार्रवाई जारी रखने के हमारे अधिकारों पर कोई प्रतिकूल प्रभाव पड़े बिना यह नोटिस आपको जारी किया जा रहा है ।

3. आपसे लिखित में स्वीकृति या अन्यथा की सूचना मिलने के बाद और एनपीए की तिथि को बकाया राशि का न्यूनतम 5 प्रतिशत जमा करने पर आपके समझौते संबंधी अनुरोध पर आगे कार्रवाई की जाएगी ।



शाखा प्रबंधक / मुख्य प्रबंधक

ANNEXURE-9

DRAFT NOTICE TO THE BORROWER

To,
Sanjay Kumar Prop.- Rati General Store
S/O- Jaldhar Mahto Village-Jorgama P.O.- Jorgama
Via- Murliganj, District-Madhepura-852122
A/C No.- 11634773208

Sub: Notice U/S 13(2) of Securitisation and
Reconstruction of Financial Assets and
Enforcement of Security Interest (Second) Ordinance, 2002 (NO.3 of 2002)
(hereinafter called 'Ordinance')

Dear Sir (s),

At your request you have been granted by the Bank, through its Murliganj Branch From time to time, various credit facilities by way of the Bank The relevant particulars of the said credit facilities and the security respectively excluding pledge of movables. You have availed the financial assistance with an undertaking for repayment of the said financial assistance in terms of the said agreement (s)/department (s).

You have also created mortgage by way of deposit of title deeds / Registered mortgages creating security interest in favour of the Bank. The documents relating to such mortgage are also stated in Schedule (B).

The relevant particulars of the secured assets are specially stated in Schedule 'C'.

You have also acknowledged subsistence of the liability in respect of the aforesaid credit facilities by executing confirmation of balances and revival letters and other documents from time to time. The operation of and conduct of the above said financial assistance / credit facilities have become irregular and the debit has been classified as non-performing assets in accordance with the directives / guidelines relating to assets classification issued by the Reserve Bank of India consequent to the default committed by you in repayment of principal debt and interest thereon.

The said financial assistance is also secured by the personal guarantee of **(1) Smt. Kanti Devi (2) Butali Kamat**

Despite repeated requests you have failed and neglected to repay the said dues / outstanding liabilities.

Therefore, the Bank hereby calls upon you U/S 13(2) of the said Ordinance by issuing this notice to discharge in full your liabilities stated hereunder to the Bank within 60 days from the date of this notice your outstanding liabilities (in aggregate) due and

owing to the Bank is in the sum of **Rs261396.10** (Rupees Two lacs Sixty one thousand three hundred ninety six and paise ten only) 05/06/2012. You are also liable to pay future interest at the contractual rate on the aforesaid amount together with incidental expenses, cost, charges, etc.

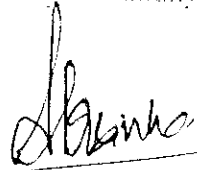
If you fail to repay to the Bank the aforesaid sum of **Rs261396.10** (Rupees Two lacs Sixty one thousand three hundred ninety six and paise ten only) with further interest and incidental expenses, costs as stated above in terms of this notice u/s 13(2) of the Ordinance, the Bank will exercise all or any of the rights detailed under Sub-Section (4) of Section 13 and under other applicable provisions of the said Ordinance.

You are also put on notice that in terms of sub-section 13 of Section 13 you shall not transfer by sale, lease, or otherwise the said secured assets detailed in Schedule 'C' of the notice without obtaining written consent of the Bank.

The Bank reserves its rights to call upon you to repay the liabilities that may arise under the outstanding Bills, Discounted, Bank Guarantees and Letter of Credit issued and established on your behalf as well as other contingent liabilities.

This notice is without prejudice to the Bank's right to initiate such other actions or legal proceedings as it deems necessary under any other applicable provisions of law.

Yours faithfully,


(Chief Manager)

Designation
(AUTHORISED OFFICER)

Copy forwarded to (1) Kanti Devi, (2) Bhutali Kamat

Guarantor, You are requested to make the payment of the amount mentioned in the notice in terms of the guarantee executed by you.

(This copy to be endorsed only if the guarantor has not created any security in favour of the Bank. Limitation against this guarantor must be reckoned from the date of this notice or notice if any issued earlier and Civil Suit / DRT Application must be filled within the period of limitation.)

SCHEDULE 'A'

S.No.	Nature of Facility	Outstanding inclusive of interest as on <u>05.06.2012</u>
a.	Cash Credit	Rs.261396.10+Intt.82040.00
b.	Overdraft	Rs.
c.	Export Packing Credit	Rs.
d.	Bills Discounting	Rs.
e.	DD Purchase facility	Rs.
f.	Guarantee Limit (Development Amount)	Rs.
g.	Letter of Credit limit(Development Amount)	Rs.
h.	Term Loan (s)	Rs.
i.	Foreign currency Term Loan outstanding	Rs.
j.		Rs.
k.		Rs.
l.		Rs.
	Aggregate Outstanding	Rs.261396.10+Intt.82040.00

SCHEDULE 'B'

(Details of Security Documents including all supplementary documents and Documents evidencing creation of mortgage)

S.No.	Name of the Document	Nature of Security	Date of Execution	Amount Secured(Rs.)
1.	Agreement for HYP & GUARANTEE		12/12/2006	250000.00
5.	PDR-B		12/12/2006	250000.00
6.	PDR-C		12/12/2006	250000.00
8.	Mortgage by deposit Of title deeds	H.M.	28/11/2006	250000.00
9.	Memorandum of Entry			
10.	Confirmation Letter Regarding deposit of title deeds		28/11/2006	250000.00

SCHEDULE 'C'

PART I

(Please mention all the hypothecated properties, viz. Current Assets including Stocks, Book Debts, Receivables, Consumable Stores & Spares and Hypothecated Movable Plant & Machinery, etc. mentioned in the documents

[Schedule 'B']

PART II



(Please state the particulars of the immovable properties mortgaged to the Bank as stated in the documents having reference to the mortgage documents / Deeds)
[Schedule 'B']

NAME OF LAND:-

NAME OF LAND HOLDER:- Smt Kanti Devi

STATUS:- Individual

RELATIONSHIP:-

Area:-

SALE DEED NO - 1922 dt 04/06/1991

Area

Mouza-	Thana	-Khata	Khesra	Area
Murliganj	260	202	552	00-01-00

BOUNDARY:-

SOUTH:- Satya Mudda

SO. E.:- Baidyanath ^{RP} Yadav & Satyawar Poddar

EAST:- Satya Ram Thaku

WEST:- Satya Nr. Yadav.

VALUATION:- 2.50 lacs

