

**HIGH COURT OF MADHYA PRADESH**  
**WP-4157-2019**

*(Girraj Khad Beej Bhandar Vs. State of M.P. and others)*

**Gwalior, Dated : 08/04/2019**

Shri Pawan Dwivedi, counsel for the petitioner.

Shri P.S. Raghuvanshi, Government Advocate for the respondents No. 1 to 5/State.

Shri Nirmal Sharma, counsel for the respondents No. 6 and 7 with Shri Rajveer Singh, Senior Branch Manager, UCO Bank, Branch Naya Bazar, Gwalior is present in person, on advance notice.

It is surprising that although this Court has not issued notices so far, but still the respondents No. 6 and 7 are represented by their counsel. Even the vakalatnama has not been filed on behalf of respondent No. 6. This conduct of the respondent No. 7 assumes importance in the light of the facts of the case.

This petition under Article 226 of the Constitution of India has been filed seeking the following reliefs:-

“i) The Respondents/State authorities may kindly be directed to open the seal from Mangalam Warehouse and permit the petitioner and bank to take away the goods which are at specified place duly shown in Panchnama and joint memo prepared by the authority indicating property/stock belonging to UCO Bank which are kept by the Bank.

ii) The SHO, Police Station Gohad may kindly be directed to provide security for lifting the goods.

iii) The respondent bank be directed to hand over the warehouse receipts as well as ensure delivery of goods safely to the petitioner upon repayment of complete loan liability.

iv) Any other suitable direction which this Hon'ble Court deems fit in the facts and circumstances of the case may kindly be passed.”

This case has a exchequered history and it appears that the petitioner and respondents have tried to do something which was not possible to do in a legal manner.

Brother-in-law (*Sala*) of the petitioner namely Arun Sharma is the owner of Mangalam Warehouse. There are allegations against Arun Sharma that after purchasing the food-grains from the farmers, he has stored the same in his warehouse and has not paid the price to the farmers. Accordingly, the Mangalam Warehouse, which was owned by Arun Sharma, has been sealed.

It appears that the petitioner on the basis of Warehouse Receipt had taken a loan of Rs.50,00,000/- from the UCO Bank, Branch Naya Bazar, Gwalior. The Mangalam Warehouse was sealed on 22.12.2018 (Annexure P-7). It appears that thereafter the petitioner who is brother-in-law (*Jeeja*) of the absconding accused Arun Sharma filed an application before UCO Bank, requesting that he is inclined to repay the entire loan amount, but since the food-grains which are mortgaged with the bank have not been handed over to him, therefore, he is not in a position to repay the entire loan amount and a request was made to the respondent No. 7 to ensure that food-grains are released. It appears that on the basis of the said application, the respondent No. 7 sent a letter dated 21.01.2019 to the Collector, Bhind expressing the intention to take possession of the stock which

is pledged/mortgaged with the Bank and is lying in the Mangalam Warehouse. Since no heed was paid by the Collector, therefore, another letter (undated) was written by Shri Rajveer Singh (respondent No. 7) which is reproduced as under:-

“प्रति,  
श्रीमान् कलेक्टर महोदय,  
जिला भिण्ड (म.प्र.)

विषय: मंगलम वेयर हाउस से माल (खाद्यान्न) रिलीज करने बावत्।

श्रीमान् जी,

आपके संज्ञान में यह लाना चाहते हैं कि हमने दिनांक 21.01.2019 को एक पत्र आपके कार्यालय में दिया था जिसमें नीचे दी गयी जानकारी थी जो इस प्रकार है मंगलम वेयर हाउस गोहद में स्थित है जिसका मालिक अरुण शर्मा है। जो अब अपना घर परिवार छोड़कर भाग गया है।

श्रीमान् जी इस गोदाम में किसानों एवं व्यापारियों द्वारा खाद्यान्न रखा गया है जिसकी रसीद वेयर हाउस मालिक द्वारा जारी की गयी है। उन रसीदों को रहन रखकर यूको बैंक द्वारा किसानों को ऋण दिया गया था। ऋण प्रदान करने से पहले बैंक द्वारा कोलट्रल एजेंसी के साथ एग्रीमेन्ट किया जाता है इस माल की क्वालिटी एवं मात्रा एवं देख-रेख की जिम्मेदारी एन.सी.एम.एल./सी.जी.आर. कम्पनी की है। इस एजेंसी का एग्रीमेन्ट वेयरहाउस मालिक के साथ भी होता है। इस कम्पनी का एक कर्मचारी हमेशा गोदाम में रहता है।

अब वेयरहाउस मालिक (अरुण शर्मा) के भाग जाने के बाद प्रशासन ने उक्त गोदाम पर अपना अधिग्रहण कर लिया है। और सारा खाद्यान्न उसमें बन्द है। दिनांक 11.01.2019 को तहसीलदार गोहद द्वारा इस गोदाम में रखे खाद्यान्न का भौतिक सत्यापन किया गया जिसमें पाया कि यूको बैंक द्वारा रहन रखा गया खाद्यान्न अलग से रखा गया है जिसके उपर कोलट्रल एजेंसी द्वारा टेग एवं कार्ड लगाकर रखा है और उस कार्ड पर बोरे की संख्या एवं वजन आदि भी अंकित किया गया है।

अब अगर गोदाम लम्बे समय तक बन्द रहेगा तो सारा खाद्यान्न खराब हो जावेगा। जिससे किसानों को भारी नुकसान होगा। दूसरी तरफ बैंक का ब्याज भी बढ़ता चला जायेगा। और बैंक ऋण अतिदेय हो जायेगा क्योंकि यह ऋण आर.बी.आई. के नियमानुसार सिर्फ एक साल के लिए दिया जाता है।

इसलिए आपसे अनुरोध है कि इस खाद्यान्न को रिलीज करने का कष्ट करें। ताकि किसान अपने कर्ज का भुगतान कर सकें एवं अपने खाद्यान्न का उचित मूल्य प्राप्त कर सकें।

धन्यवाद।

भवदीय

यूको बैंक ग्वालियर  
(मध्यप्रदेश)“

Thus, it is clear from this letter that the Bank/respondents No. 6 and 7 had requested the Collector, Bhind to release the stock in favour of the farmers so that they can repay the loan amount and get the proper price of their food-grains. It is really surprising that when the farmers had not repaid the loan amount, then how the respondent No. 7 could write such a letter to the Collector.

In the morning session, when the matter was being heard and this letter was brought to the knowledge of this Court, then Shri Nirmal Sharma was requested to ask the Senior Branch Manager, UCO Bank, Branch Naya Bazar, Gwalior to remain present before this Court to explain that under what circumstances, the above-mentioned letter was written. In the afternoon, Shri Rajveer Singh, appeared and submitted that although it is not mentioned in the letter that the UCO Bank is intending to take possession of the food-grains, but his intention was that the possession of the food-grains should be handed over to the UCO Bank, so that the loan amount outstanding against the farmers can be recovered. When the attention of Shri Rajveer Singh was drawn to the contents of letter, by which it was mentioned that food-grains may be released, so that the farmers can repay the loan amount and can get the proper price of the food-grains, then he fairly conceded that the contents are not in accordance with law. However, he submitted that he is the Banker and is not aware of the legal repercussion and thus, a mistake has been committed. However, during the course of argument, he fairly conceded that loan

was granted to Shri Sanjay Sharma, Proprietor of the petitioner firm on 14.11.2017 which was to be repaid on or before 13.12.2018, but that has not been done and it is further submitted that the account of Shri Sanjay Sharma has been declared as NPA on 31.03.2019. It is further submitted that on 11.12.2018, the loan of Rs.42,83,513/- was outstanding against Sanjay Sharma and the remaining interest amount would be added at the time of recovery as the Bank after declaring the account as NPA, stops adding the interest. Thus, it is clear that when the undated letter (must have been written after 21.01.2019 as it refers to letter dated 21.01.2019) was written, by that time, the petitioner had not repaid the loan amount even after the last date of repayment had passed. It is really surprising that when a huge amount of Rs.42,83,513/- was outstanding against the Proprietor of the petitioner firm, even then the respondent No. 7 wrote a letter to the Collector to release the food-grains so that the owner of the food grains can repay the loan amount. On the contrary, the Bank should have stayed away from the matter and should have issued No Objection Certificate only after the entire loan amount was repaid by the Proprietor of the petitioner firm. Whether the letter (undated) written by Shri Rajveer Singh to the Collector was a bonafide mistake or not is a matter which is required to be investigated or enquired into.

Shri Rajveer Singh has also brought the original file of undated letter written to the Collector, Bhind. In the undated letter, the loan

applications of five persons (Rajkumar, petitioner, Subhash Kumar, Rakesh Sharma and Veer Singh) were also attached. It is fairly conceded that except the petitioner, no other borrower had made a written request for release of food-grains. He has further admitted that the loan amount sanctioned in favour of each borrower is Rs.50,00,000/- or so. It is further submitted that in some of the cases, the last date for repayment of loan amount is yet to come.

Thus, it appears that at the behest of either the petitioner or absconding Arun Sharma, an innovative method was adopted in connivance with Rajveer Singh, Senior Branch Manager, UCO Bank, Naya Bazar Branch, Gwalior to get the food-grains released costing about more than 2 crores without repayment of loan.

Further, the petitioner has not filed any document to show that the food-grains costing more than Rs.50,00,000/- was purchased by it from the farmers because the petitioner is not a farmer, but a trader. It is also beyond conciliation that if the petitioner had purchased the food-grains from the farmer after making payment of cost, then what was the need of taking loan of Rs.50,00,000/-. The allegation against Arun Sharma, the owner of Mangalam Warehouse is that he had purchased food-grains from farmers and has stored the same in his warehouse, but has not paid the price of the same to the farmers. Thus, a possibility cannot be ruled out that Arun Sharma might have issued false Ware House Receipts in favour of petitioner and other four persons, so that they can take loan from the Bank. It is also

possible that the food-grains, against which the loan has been sanctioned, must be of the farmers, in respect of which complaint has been made, but in order to take away the food-grains, the petitioner and Arun Sharma joined hands with Rajveer Singh, respondent No. 7, who also recommended the release of food-grains without repayment of loan amount. Therefore, the appearance of respondents No. 6 and 7 even before issuance of notice creates doubt because the respondent No. 6 is the UCO Bank and respondent No. 7 was interested to ensure that no notice is sent to head office.

At this stage, it is submitted by the counsel for the petitioner that his intention is not to repay the loan amount but his intention is that the lock of the warehouse should be opened and the food-grains of the farmers is released.

It is really surprising that when the administration has sealed the Mangalam Warehouse belonging to Arun Sharma who is brother-in-law (*Saala*) of the proprietor of the petitioner firm, then an innovative idea has been developed by seeking a direction to the respondents to open the Mangalam Warehouse. The relief No.1 which has been sought by the petitioner in the present petition is that the respondents may be directed to open the seal of Mangalam Warehouse and the petitioner as well as the Bank may be permitted to take away the goods which are at specified place duly shown in Panchnama and joint memo. Without making repayment of the outstanding loan amount, the petitioner can be given the possession

of the food-grains is beyond the understanding of this Court. Even neither the counsel for the petitioner nor Shri Rajveer Singh could explain as to how the petitioner was entitled for food-grains before repayment of the loan amount. Further the question of ownership of the food-grains is also in dispute and the possibility of fraud with the Bank is also not ruled out. Thus, it is clear that this petition has been filed with an oblique motive and the petitioner has not approached this Court with clean hands.

So far as the conduct of Shri Rajveer Singh, Senior Branch Manager, UCO Bank, Branch Naya Bazar, Gwalior, is concerned, it is for the UCO Bank to conduct an in-house enquiry and if it is found that he has tried to help-out the petitioner in an illegal manner, then the respondent No.6 shall be free to take departmental as well as criminal action against him.

Further, this Court has been informed that police is investigating the matter. Therefore, it is directed that the investigating officer shall also investigate the involvement of the proprietor of the petitioner firm, as well as the Branch Manager of UCO Bank. If no investigation is pending, then the Collector, Bhind is directed to handover the matter to the police for deep investigation in the matter including the role of Sanjay Sharma, the proprietor of the petitioner's firm as well as of the role of Rajveer Singh, Senior Branch Manager, UCO Bank, Naya Bazar Branch, Gwalior.

Accordingly, with aforesaid observation, the petition fails and



is hereby **dismissed** with a cost of Rs.50,000/- to be paid by the petitioner in the account of High Court Legal Aid Services Authority, Gwalior within a period of one month.

The Government Advocate is directed to immediately communicate this order to the Collector Bhind, S.P. Bhind and respondent No. 6.

Office is also directed to send the copy of this order to the Collector Bhind, S.P. Bhind and respondent No. 6.

**(G.S. Ahluwalia)**  
**Judge**

Abhi