HIGH COURT OF JUDICATURE AT ALLAHABAD

WRIT - C No. - 24184 of 2025

Amit Kumar

.....Petitioner(s)

Versus

Union Of India And 6 Others

.....Respondent(s)

Counsel for Petitioner(s)	:	Ambleshwar Pandey, Anuj Srivastava, Devaang Savla
Counsel for Respondent(s)	:	A.S.G.I., Ravi Prakash Singh, Suresh Singh

Court No. - 3

HON'BLE SAUMITRA DAYAL SINGH, J.
HON'BLE INDRAJEET SHUKLA, J.

1. Heard Shri Devaang Salva, learned counsel for petitioner, Shri Suresh Singh, learned counsel for bank and Shri Ravi Prakash Singh, learned counsel for Union of India.

2. Petitioner stood guarantor to the loan availed by Ravi Prakash Rathore (respondent No. 7) from U.P. Postal Primary Co-operative Bank, Ltd/ respondent No.4. Undoubtedly, the principal borrower defaulted in repayment of loan. His services may have been terminated.

3. In such circumstances, the respondent No. 4/ Co-operative Bank initiated recovery proceedings against the present petitioner/ guarantor. Relying on the agreement (agreement for personal security), it has been submitted that the Co-operative Bank is entitled to recover its dues from the principal borrower, from various sources including GPF, Pension, PLI, etc. Without taking resort to those actions, the respondent Co-operative Bank is seeking to recover its dues from the petitioner/ guarantor. That action is described to be premature and arbitrary. Thus, equitable relief has been sought that the Court may issue a direction to the respondent No. 4 to first recover its dues from private respondent No. 7. If any amount remains outstanding, only then the petitioner

may be called upon to pay the same.

4. On the other hand, learned counsel for bank would contend that the petitioner as a guarantor is jointly and severally liable to discharge the dues of the principal borrower. His liability is co-extensive under the Contract Act. No legal impediment exists as may prevent the respondent bank from seeking recovery from the petitioner/ guarantor with respect to the default committed by the principal borrower/ respondent No. 7.

5. Having heard learned counsel for the parties and having perused the record, the objections raised by learned counsel for the bank is well founded. It admits of no doubt that the liability of a guarantor is joint and several with the principal borrower. Thus, it is co-extensive.

6. In that view of the law, we do not find any good ground available to the petitioner in equities, to claim the relief sought. Once it is undenied that the petitioner furnished guarantee to secure the loan obtained by the principal borrower, he cannot deny/ defeat or obstruct the performance of that legal obligation towards respondent No.4/ bank. Needless to add, whatever money the petitioner may pay to the bank, he may remain entitled to seek recovery of the same from the principal borrower, in accordance with law.

7. Reliance placed by learned counsel for the petitioner on the letter dated 29.04.2025 issued by the Branch Manager, U.P. Postal Primary Co-operative Bank, Agra (annexure-5 to the writ petition) is of no avail. In the first place, the Branch Manager could not have and he did not offer novation of the contract entered between the parties. Second, even if the letter is read in entirety, it does not disclose that the recovery being pursued against the principal borrower has been satisfied. To the extent, the letter cannot defeat the existence of contract between the parties. Hence we are not inclined to act on the same and issue a writ of mandamus to the bank to restrain from recovering the dues from the petitioner.

8. The private law between the parties are contained in the terms of the contract and not the said letter. To the extent the letter has only been issued by the Branch Manager, the bank cannot be made bound to abide by that, contrary to the private law between the parties.

9. In view of the above observation the petition stand disposed of.

October 31, 2025
Nadeem

(Indrajeet Shukla,J.) (Saumitra Dayal Singh,J.)

Digitally signed by :-
NADEEM AHMAD
High Court of Judicature at Allahabad