

Court No. - 3

Case :- WRIT - C No. - 37680 of 2023

Petitioner :- Mohammad Siddiq

Respondent :- State Of U.P. And 4 Others

Counsel for Petitioner :- Anadi Srivastava, Satyam Mishra

Counsel for Respondent :- C.S.C

Hon'ble Siddhartha Varma, J.

Hon'ble Shekhar B. Saraf, J.

1. The petitioner before us is a borrower. When the loan in question, which the petitioner had taken, was not paid, respondent No.4 was transferred the responsibility of recovering the loan amount from the petitioner. The petitioner and respondent No.4 entered into an assignment agreement, which contained arbitration clause.

2. Upon getting the notice under Section 14 of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (hereinafter referred to as "the Act"), the petitioner challenged the proceedings on the ground that there was an arbitration clause in the assignment agreement. Petitioner relied upon the provision of Section 11 of the Act .

3. Having heard learned counsel for the petitioner, we are definitely of the view that upon getting notice under Section 13(2) of the Act, the petitioner ought to have contested the matter either by replying to the notice or approaching the Debts Recovery Tribunal. The provision of Section 11 of the Act and arbitration clause contained in the assignment agreement do not apply to the petitioner.

4. Under such circumstances, no interference is warranted. The petitioner is, accordingly, dismissed.

Order Date :- 28.11.2023

Kuldeep