

**IN THE HIGH COURT OF JAMMU & KASHMIR AND LADAKH
AT SRINAGAR**

**WP(C) No. 1493/2026
CM No. 3913/2026
CM No. 4143/2026**

**Shri Mohammad Yaqoob Mir and
Another**

...Petitioner(s)

Through: Mr. Pervaiz Amin Wani, Advocate

Vs.

**Jammu and Kashmir Bank Limited
and Others**

...Respondent(s)

Through: Mr. N. A. Dendru, Advocate

CORAM:

HON'BLE MR. JUSTICE RAHUL BHARTI, JUDGE

**ORDER
10.07.2026**

- 1.** The petitioner No. 2-Mashooq Ahmad Wani availed financial assistance from the Jammu and Kashmir Bank through its Branch Nihma, Kulgam in the year **2010**.
- 2.** In connection with availing of said loan facility as **SOD** facility of Rs. **10,00,000/-**, the petitioner No. 1 had stepped forward offering himself as guarantor.

3.The respondent No. 1 accepted the offer of the petitioner No. 1 to be the guarantor for the petitioner No. 2. This led to the execution of a guarantee deed dated **04.06.2010** to which the petitioner No. 1 subscribed his signature accepting all the terms and conditions incorporated therein and one of said conditions being **Condition No. 11** whereby the petitioner along with co-guarantor **Mohammad Yousuf Lone** agreed that with respect to liability under the guarantee deed, the respondent No.1-J&K Bank to have a lien to all securities belonging to the two guarantors then and/or thereafter held by the J&K Bank and also all moneys then or thereafter standing to the credit of two guarantors with their bank on any account/accounts.

4.Thus, by exercising said right of lien on the bank account of the petitioner NO.1 maintained in the J&K Bank against pension account No. **0489040100001861**, the respondent No. 1 in its reply to the writ petition, is coming forward with factual take that the loan account of the principal

borrower i.e. the petitioner No. 2 was declared non performing asset (NPA) on **22.05.2024** and on that basis the requisite legal course of action against the bank account of the petitioner No. 1 was resorted to by reference to section 171 of the Contract Act.

5. The amount due from the petitioner No. 2 as being principal borrower on **28.02.2026** is Rs. **15,93,337.81/-** as came to be notified by the J&K Bank in its Demand Notice dated **23.03.2026** addressed to the petitioners and 3rd guarantor namely **Mohammad Yousuf Lone**.

6. The petitioners' grievance that the petitioner No.1's bank account No. **0489040100001861** with the respondent No. 1 is a pension account and as such is untouchable by the respondent No. 1.

7. The very fact that the petitioner No. 1 as a guarantor is co-joined the petitioner No. 2 who otherwise is a proclaimed defaulter of the J&K Bank in the matter of discharge of debt liability, renders this writ petition misconceived as the petitioner No. 1 as a guarantor of the petitioner No. 2 cannot expect any equity from this Court under

Article 226 of the Constitution of India when the respondent No.1 J&K Bank is aiming to recover in a lawful manner, money of none else than that of the depositors which money deposits in the hands of a bank are advanced as a loan because of the sanction of the **Bank Regulation Act, 1949** by reference to its **section 6**.

8. Thus, what is accruing and crediting to the petitioner No. 1 as pension in his said bank account may not be available for appropriation be it in entirety or in part to be at the disposal of the J&K Bank on account of its lien on the bank account of the petitioner No. 1 but surely to the extent the **Code of Civil Procedure, 1908** provides for even attachment of rest of money in said bank account in the execution of a money decree, the respondent No.1-J&K Bank is entitled to carry out its deductions from said bank account of the petitioner No. 1 and to that extent the petitioner No. 1 cannot be heard to say that the respondent No.1-J&K Bank is nobody to act upon it lien on the bank account money of the petitioner No. 1.

9. In the light of the aforesaid, this writ petition is held to be misconceived, hence **dismissed** but without prejudice to the rights of the petitioner No. 1 if he has any, in terms of cause of action against the respondent No. 1-J&K Bank, to be adjudicated in a civil suit pending or to be filed.

10. Dismissed along with connected CM/s.

(RAHUL BHARTI)
JUDGE

SRINAGAR:
10.07.2026
Imtiyaz