

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH**

CWP No.25796 of 2014(O&M)

Date of decision:27.4.2015

M/s Daulat Gardens

....Petitioner

VERSUS

Bank of India

.....Respondent

CORAM: HON'BLE MR. JUSTICE HEMANT GUPTA

HON'BLE MRS. JUSTICE LISA GILL

Present: Mr. Manish Jain, Advocate
for the petitioner.

Mr. G.S. Anand, Advocate
for the respondent.

HEMANT GUPTA, J.(Oral)

The challenge in the present writ petition is to the communication dated 01.12.2014 whereby the Bank has demanded a sum of Rs.81,32,619.95p to settle two loan accounts out of which in one account petitioner is the borrower and in other he is a guarantor.

Learned counsel for the petitioner contends that he is ready to settle the loan account of which he is the borrower. It is pointed out that the petitioner's payment of Rs.11,60,762/- was not accepted to settle one loan account. The second loan account in which he is a guarantor, recovery proceedings are pending and therefore, the Bank cannot demand the amount claimed in the communication dated 01.12.2014.

On the other hand, Mr. Anand points out that Bank has a lien on all mortgaged properties till the payment of entire dues is made standing outstanding in both the accounts.

The lien of the Bank against the mortgaged properties to claim amount due in one or the other account is well accepted principle in law.

Therefore, we dispose of the present writ petition with liberty to the petitioner to deposit such amount as he may consider appropriate to satisfy the loan account(s). However, such deposit will not amount to discharge of the lien on the mortgaged properties of the petitioner either as a borrower or as a guarantor affecting the rights of the Bank.

The present writ petition is disposed of accordingly.

(HEMANT GUPTA)
JUDGE

APRIL 27, 2015
‘D. Gulati’

(LISA GILL)
JUDGE