

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.19551 of 2012

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Mina Sah wife of Sri Umesh Sah, the Proprietor M/S Chandan Galla Bhandar
Chatti Road, Mian Chak, P.S. - Town, District- Begusarai

.... Petitioner

Versus

1. The State Bank of India through Its Chairman, Corporate Center, Tulsiani Chamber, Nuriman Point, Mumbai
2. The Assistant General Manager Region-III, State Bank of India, Gandhi Maidan, Patna
3. The Zonal Manager, Local Head Office, State Bank of India, Gandhi Maidan, Patna
4. The Regional Manager, Regional Business Office, G.S. Motors Building, Harhar Mahadeo Chowk, Begusarai
5. The Chief Manager, State Bank of India, Begusarai Branch, Begusarai

.... Respondents

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Appearance :

For the Petitioner : None

For the Respondents : Mr. Alok Kumar Choudhary
Mr. Kulanand Jha, Advocates

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CORAM: HONOURABLE MR. JUSTICE VIKASH JAIN

ORAL JUDGMENT

Date: 28-10-2016

The present writ petition has been filed for a direction to the respondent authorities to cancel the auction held on 25.09.2012 in the State Bank of India, Begusarai in respect of petitioner's property; and also for a direction to accept the agreed amount from the petitioner and set free the property of the petitioner.

2. None appears on behalf of the petitioner despite repeated calls. The petitioner was also not represented on the last occasion on 21.10.2016 when the matter was called.

3. Learned counsel for the respondent-Bank opposes the writ petition and relies on the counter affidavit to submit that the

property in question has been sold in terms of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (for short, “SARFAESI Act”) after observing all the procedures thereunder. It is pointed out that despite settlement arrived at before the Lok Adalat with consent of the petitioner as recorded in the order dated 24.03.2012 of the Debts Recovery Tribunal, Patna (Annexure-A to the counter affidavit), the same was not honoured by the petitioner and the payment schedule was not adhered to by her in view of which the compromise stood terminated. Thereafter the assets were put on auction, possession taken and the sale certificate issued in favour of one Sudhir Kumar Singh. After adjustment of the total dues, the balance amount of Rs. 6,53,667/- was found refundable to the petitioner who was requested to collect the Banker’s Cheque from the bank (Annexure-I) .

4. Having regard to the entire facts and circumstances of the case, this Court is not inclined to interfere in the matter. The writ petition stands dismissed.

(Vikash Jain, J)

B.T/-

AFR/NAFR	NAFR
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