IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CWP No. 11670 of 2016

DATE OF DECISION : 23.09.2016

Hari Singh

.... PETITIONER

Versus

Sub Divisional Officer (Civil), Thanesar and another

..... RESPONDENTS

CORAM :- HON'BLE MR. JUSTICE AJAY KUMAR MITTAL

HON'BLE MR. JUSTICE RAMENDRA JAIN

Present: Mr. Ravinder Singh Budhwar, Advocate, for the petitioner.

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RAMENDRA JAIN , J.

1. The petitioner, an agriculturist, availed a loan of ₹ 5 lacs from Punjab National Bank, Kirmuch Branch, District Kurukshetra (respondent No.2 herein) for the agriculture purposes under the KCC limit. To ensure the repayment of the said amount, he mortgaged his land measuring 64 Kanals 10 Marlas, situated at village Hathira, District Kurukshetra, in favour of respondent No.2 bank, vide mortgage deed No. 9874 dated 07.03.2005. On 06.11.2013, respondent No.2 bank filed an application before the Sub Divisional Officer (Civil), Thanesar (respondent No.1 herein), under Section 8 (1) of the Haryana Agricultural Credit Operations and Miscellaneous Provisions (Banks) Act, 1973 (hereinafter referred to as `the Act') read with amended Act of 1978 (Annexure P-1), claiming that the petitioner failed to repay the aforesaid loan amount, in spite of all requests

and notices, and a sum of ₹ 6,33,249.18 (including interest up to 31.03.2013) was due against him. The petitioner filed reply (Annexure P-2) to the said application. After hearing learned counsel for the parties, vide order dated 21.05.2015 (Annexure P-3), rendered by respondent No.1, the application filed by respondent No.2 bank was allowed. The petitioner was directed to pay ₹ 6,33,249.18 within a period of 2 months, failing which the respondent No.2 bank was allowed to sell the mortgaged land of the petitioner.

2. Aggrieved by the said order dated 21.05.2015 (Annexure P-3), the petitioner has filed the instant petition under Articles 226/227 of the Constitution of India, seeking a writ in the nature of certiorari for quashing the same.

3. It is pertinent to mention here that on July 13, 2016, learned counsel for the petitioner stated before this court that the petitioner was ready to pay the entire amount in instalments and time was sought to produce a demand draft of ₹ 3,00,000/-. Accordingly, the case was adjourned to 12.08.2016, on which date the said order was not complied with. Even today, the petitioner has not brought the demand draft for the said amount.

4. In view of the above, it is apparent that the petitioner has not complied with the impugned order dated 21.05.2015, whereby he was directed to make payment of the decretal amount within a period of two months. Rather, he filed the instant petition after a period of more than one year of the passing of the impugned order. Thereafter, in order to further delay the payment, on 13.07.2016, his counsel gave undertaking in the court

to make payment of ₹ 3,00,000/- by way of demand draft. But after a lapse of more than two months, he is not ready with the said payment. In this view of the matter, and conduct of the petitioner, we are of the considered opinion that the impugned order does not require any interference by this court in exercise of extra ordinary writ jurisdiction under Articles 226/227 of the Constitution of India. It has been rightly ordered that if the petitioner fails to make the payment, for recovery of the due amount, respondent No.2 bank will have right to sell the mortgaged land as per rules.

5. Dismissed.

(RAMENDRA JAIN)
JUDGE

September 23, 2016
ndj

(AJAY KUMAR MITTAL)
JUDGE

Whether speaking/reasoned Yes/No

Whether Reportable Yes/No