IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CWP No. 20005 of 2016
Decided on : 10.11.2016

Renu Bala

. . . Petitioner

Versus

Punjab and Sind Bank and another

. . . Respondents

CORAM: HON'BLE MR. JUSTICE AJAY KUMAR MITTAL
HON'BLE MR. JUSTICE RAMENDRA JAIN

PRESENT: Mr. Deepak Aggarwal, Advocate
for the petitioner.

Mr. A.B.S. Sidhu, Advocate
for the respondents.

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AJAY KUMAR MITTAL, J. (Oral)

The petitioner had approached this Court under Articles 226/227 of the Constitution of India, seeking a writ in the nature of *Certiorari*, for quashing the notice dated 20th June, 2016 (Annexure P-2), whereby, the symbolic possession of the shop of the petitioner has been taken. A further prayer for direction to the respondents to regularize the loan account of the petitioner, has also been made.

2. The petitioner had deposited an amount of ₹13,90,000/- in the month of June, 2016 and thereafter, produced two demand drafts bearing Nos. "710291" & "710292", dated 23.09.2016, for the sum of ₹1,44,027/- and ₹11,24,230/-, which were accepted by the respondent-Bank without prejudice to its rights in the present writ petition. Thereafter, on 28th September, 2016, following order was passed:

> *"Learned counsel for the respondent-bank states that one installment for a sum of ₹4,62,000/- on account of term loan and another installment for a sum of ₹1,11,000/- against another loan is due alongwith interest till 30.09.2016.*
>
> *Learned counsel for the petitioner states that the aforesaid amount alongwith interest due till 31.10.2016, shall be paid on or before 31.10.2016. However, the claim of charges of ₹80,000/- by the Bank is declined in view of order*

*passed by this Court in **Paramjit Singh Vs. UCO Bank Ghudani Kalan and another, 2008(2) Bank J 134**.*

The premises in dispute which has been sealed by the Bank shall be re-opened today itself.

Learned counsel for the respondent-bank shall inform the authorities concerned for compliance."

3. It was submitted by learned counsel for the petitioner that in compliance to the aforesaid order dated 28th September, 2016, of this Court, an amount of ₹35,607/-, which fell due for the month of October, 2016 has also been cleared today and by transfer of amount online to the loan account of the respondent-Bank. However, this fact could not be controverted by the learned counsel for the respondent-Bank. It was stated that certain charges levelled in the month of October, 2016 are declined in view of the judgment of this Court rendered in **Paramjit Singh's case (supra).**

4. Learned counsel for the petitioner submitted that in future, regular payments shall be made on time in terms of the agreement, which is falling due from 01st October, 2016. In view thereof, we consider it appropriate to dispose of the writ petition, however, it is observed that the account shall stand regularized as on 21st October, 2016 and the petitioner shall remain bound by the terms & conditions of the agreement. However, in case of any default by her, the respondent-Bank shall be at liberty to initiate any action against the petitioner, in accordance with law.

(AJAY KUMAR MITTAL)
JUDGE

(RAMENDRA JAIN)
JUDGE

November 10, 2016
J.Ram

Whether speaking/reasoned: *Yes/No*
Whether Reportable: *Yes/No*