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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

\+ W.P.(C) 4418/2016 & CM No.18489/2016 (for stay)

MOHAMED UMER QURESHI ..... Petitioner
Through: Mr. Dilip Taur, Adv.

Versus

M/S CITI FINANCIAL CONSUMER FINANCE INDIA LTD. & ANR ..... Respondents
Through: Mr. Ahsan Khan, Authorised Officer of R-2.

CORAM:
HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

O R D E R

% **17.05.2016**

1. The petition impugns the arbitral award dated 23rd December, 2009 and the notice dated 24th July, 2015 under Section 13(2) of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI Act).

2. The petition is listed subject to office objection as to the maintainability thereof and as to the territorial jurisdiction of this Court.

3. This Court has recently in order dated 15th January, 2016 in W.P.(C) No.332/2016 titled ***Krishna Nand Verma Vs. Kotak Mahindra Bank Ltd.*** discussed the plethora of case law on non-maintainability of writ petitions qua arbitral awards. Need thus is not felt to go into the details thereof.

4. The counsel for the petitioner also accepts the same but states that owing to the peculiar fact of the arbitral proceedings as well as SARFAESI Act having been invoked, the writ petition is maintainable.

5. However upon it being asked from the counsel for the petitioner as to where is the bar to such parallel remedy being invoked, again no reply is forthcoming.

6. Though the petitioner has shied from filing the original of the impugned notice under Section 13(2) of the SARFAESI Act and has filed only a typed copy thereof and from which it cannot be made out from where the said notice has been issued but from the copy of the reply of the petitioner to the said notice it becomes clear that the said notice was issued from Bombay.

7. The secured asset is also at Bombay.

8. It has as such been enquired as to how this Court has territorial jurisdiction.

9. The counsel for the petitioner states that since the respondents No.1&2 i.e. M/s Citifinancial Consumer Finance India Ltd. from which the petitioner has taken the loan and L&T Housing Finance Limited to whom the loan has now been assigned have their registered offices at Delhi, the petition before this Court would be maintainable.

10. I do not agree; the notice under Section 13(2) of SARFAESI Act having been issued from Bombay and the proceedings in pursuance thereto also being at Bombay, the question of this Court having territorial jurisdiction owing to the registered office being situated within the jurisdiction of this Court does not arise. Moreover, the respondent No.2 L&T Housing Finance Limited does not even have its registered office at Delhi, as has been suggested.

11. Not only so, the award which is impugned is more than six years old and the notice which is impugned is also one year old. Admittedly execution of the award is underway at Bombay and in pursuance to the notice under Section 13(2) of SARFAESI Act, proceedings under Section 13(4) of SARFAESI Act have already been undertaken and the possession of the secured asset taken and Section 17 proceedings are pending in the Debt Recovery Tribunal, Bombay.

12. It is obvious that the petition is also stale and barred by laches and acquiescence and perhaps has been filed just to interfere with the proceedings underway before the fora at Bombay.

13. Dismissed.

I refrain from imposing costs.

RAJIV SAHAI ENDLAW, J.

MAY 17, 2016

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