

THE HON'BLE SRI JUSTICE SANJAY KUMAR
AND
THE HON'BLE SRI JUSTICE GUDI SEVA SHYAM PRASAD

WRIT PETITION No.7536 of 2017

ORDER: (per SK,J)

This writ petition was filed assailing the action of the State Bank of India in not handing over the physical possession of the premises belonging to the petitioner bearing House No.5-35/214, Plot No.31, Durga Shakthi Peetam Colony, Kukatpally Village and Municipality, Balanagar Mandal, Ranga Reddy District. A consequential direction was sought to the bank to vacate and handover the keys of the said premises.

Admittedly, the State Bank of India, having initiated measures against M/s.Machine Tools Automation and Retrofying Engineers, Hyderabad, the third respondent herein, under the provisions of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, occupied the subject premises which were in the possession of the third respondent in the capacity of a tenant. The petitioner is the landlady. Aggrieved by such forcible taking over of possession of the tenanted premises which were not under mortgage with the bank, the petitioner filed this case.

Sri M.Srikanth Reddy, learned panel counsel for the State Bank of India, would now state that the bank has decided to vacate the premises in its entirety and the keys of the premises are available with him for being handed over to the petitioner.

The petitioner is present in person and is identified by Smt.N.Sasikala, her learned counsel.

Sri M.Srikanth Reddy, learned counsel, would further state that, having enjoyed the possession of the premises belonging to the petitioner since 13.08.2014, the bank is willing to pay the rentals due to her. The original letter dated 12.06.2017 addressed by the Deputy General Manager, State Bank of India, Stressed Assets Management, is produced. Therein, the Deputy General Manager referred to the rentals payable for a period of 19 months, i.e., from June, 2015 to December, 2016 at the rate of Rs.12,000/- per month and for a period of five months, i.e., from January, 2017 to May, 2017 at the rate of Rs.12,000/- per month and attached Bankers Cheques for the said rentals. He further stated that a

sum of Rs.1,08,000/- had been paid on 01.12.2015 for the period September, 2014 to May, 2015. Though the Deputy General Manager stated in the body of the letter that the first floor of the building could not be handed over, Sri M.Srikanth Reddy, learned counsel, would state that the first floor has also been vacated and possession of the entire building is now ready for delivery to the petitioner. Bankers Cheque No.899409 originally dated 27.10.2016 and revalidated on 12.06.2017 drawn on the State Bank of India for a sum of Rs.2,28,000/- and Bankers Cheque No.899577 dated 12.06.2017 drawn on the State Bank of India for a sum of Rs.60,000/- were attached to the aforestated letter dated 12.06.2017. The Bankers Cheques along with the covering letter and the keys are handed over to the petitioner in open Court.

Smt.N.Sasikala, learned counsel, would state that the amounts tendered under the aforestated Bankers Cheques would be accepted by the petitioner without prejudice. We therefore make it clear that receipt of the aforestated Bankers Cheques would not preclude the petitioner from raising the issue of further amounts being payable towards rentals before the appropriate forum in accordance with law.

The writ petition is closed in the light of the aforestated developments.

Pending miscellaneous petitions, if any, shall also stand closed. No order as to costs.

JUSTICE SANJAY KUMAR

JUSTICE GUDI SEVA SHYAM PRASAD

Date:21.07.2017

GJ