

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.19451 of 2011

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Mani Kumari Wife of Shri Kumud Narain Rai Resident of Village-Anandpur,
Post-Subridnagar, P.S. & District-Begusarai at Present Advocate In Civil Court
Begusarai.

.... Petitioner/s

Versus

1. The UCO Bank through 10, Biplabi Trailokya Maharaj Sarani (Barbourn Road), Kolkata-700001 through The Managing Director.
2. The Regional Manager of UCO Bank, Sona Jageshwar Complex, Near Traffic Chowk, At, Post and District Begusarai.
3. The Branch Manager, UCO Bank, Town Ship IOC-Kapasias Chowk, Begusarai, District Begusarai
4. Munna Singh S/O Late Sukhdeo Singh Resident of Village-Anandpur, Post Suhridnagar, P.S. Town and District-Begusarai.

.... Respondent/s

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Appearance :

For the Petitioner/s : Mr. Ashok Kumar Choudhary, Adv
For the Resp Bank : Mr. Sanjay Kumar, Adv
For the Resp. No. 4 : Mr. Pankaj Kumar Singh, Adv

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CORAM: HONOURABLE MR. JUSTICE VIKASH JAIN

ORAL JUDGMENT

Date: 18-07-2018

The present writ petition has been filed quashing the notice dated 25.07.2007 under Section 13(2) of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (for short 'the SARFAESI Act') and the possession notice dated 02.11.2007 under Section 13(4) of the SARFAESI Act and all consequential actions of the respondent-bank in auction sale of the property on 31.01.2009.

2. Learned counsel for the petitioner submits that a notice



dated 25.07.2007 under Section 13(2) of the SARFAESI Act was issued, pursuant to which the petitioner filed a representation dated 01.11.2007 (Annexure-4) seeking to pay Rs. 10,000/- immediately through cheque and sought further time to make remaining payments. The respondent-bank permitted time upto 31.12.2008 to make payment of Rs. 1,50,000/-, which the petitioner claims to have paid to the extent of Rs. 1,08,000/- within the stipulated date and the remaining amount of Rs. 42,000/- within the month of January, 2009. Despite the same, the respondent bank has proceeded to auction sale of the property of the petitioner and that too at a price lower than the market price which is wholly arbitrary and illegal.

3. Learned counsel for the respondent-bank appears and opposes the writ petition submitting that the petitioner did not file any representation pursuant to the notice under Section 13(2) of the SARFAESI Act within the stipulated period of 60 days nor made the entire payment of Rs. 5,84,977/- in full as required under the said provision. No fault therefore can be found with the action of the respondent-bank in proceeding with the auction sale of the property.

4. Having heard the parties and on consideration of the materials on record, this Court is not inclined to interfere in the matter. It is not in dispute that the petitioner did not make payment in full of the outstanding amount i.e. Rs. 5,84,977/- within 60 days of issuance of



the notice dated 25.07.2007 under Section 13(2) of the SARFAESI Act nor filed any representation within the said time. As a matter of indulgence, on the representation of the petitioner dated 01.11.2007 she was granted time upto 31.12.2008 for making payment of Rs. 1,50,000/- which also she defaulted and paid only Rs. 1,08,000/- within the said time. This Court, therefore, finds no infirmity in the action of the respondent-bank in proceeding with the auction sale of the property on 31.01.2009. The writ petition accordingly stands dismissed.

5. I.A. No. 5200 of 2018 filed on behalf of the petitioner seeking to implead the vendee of the property, which is said to have since been sold by the respondent no. 4, also stands dismissed.

6. Needless to say, the petitioner is always at liberty to seek redressal of her grievances before any forum as may be available to her in accordance with law.

(Vikash Jain, J)

Chandran/BT

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	19.07.2018
Transmission Date	NA

