

THE HON'BLE SRI JUSTICE SANJAY KUMAR  
AND  
THE HON'BLE SRI JUSTICE P.KESHA RAO

WRIT PETITION NO.6041 of 2018

ORDER: (per SK,J)

The prayer of the petitioners in this case reads as under:

'For the reasons stated in the accompanying affidavit, the petitioners herein pray that this Hon'ble Court may be pleased to issue a writ or direction more particularly one in the nature of writ of mandamus declaring the action of respondents 1 and 2 in locking premises bearing shed (shop) No:7D in Sy.No.133 situated at Seetharampur New Bowenpally, Secunderabad Cantonment -11, without issuing any notice or opportunity to the petitioner as tenant and contrary to the warrant issued as per the orders of Chief Metropolitan Magistrate Court in CrI.M.P.No. 5561 of 2017 dt. 15-12-2017 as illegal, arbitrary, highhanded violation of principles of natural justice and cannot be justified in the eye of law and contrary to the judgments of Supreme Court of India and consequently direct respondents 1 and 2 to restore the possession of premises bearing shed (shop) No.7D in Sy.No.133 situated at Seetharampur, New Bowenpally, Secunderabad Cantonment-11 to the petitioner till expiry of the rental agreement to the petitioner in the interest of justice and pass such other order or orders as this Hon'ble Court may deem fit and proper in the circumstances of the case.'

Sri Ch.Srinivas, learned counsel for the petitioners, fairly concedes that the lease document under which the petitioners claim tenancy rights is dated 10.03.2017, whereas the demand notice issued by the State Bank of India under Section 13(2) of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (for short, 'the SARFAESI Act'), is dated 13.07.2016.

Section 13(13) of the SARFAESI Act reads as under:

'No borrower shall, after receipt of notice referred to in sub-section (2), transfer by way of sale, lease or otherwise (other than in the ordinary course of his business) any of his secured assets referred to in the notice, without prior written consent of the secured creditor.'

In the light of the aforestated provision, it is clear that the petitioners can claim no tenancy rights under a document which is hit by the bar posited thereunder. The petitioners, in effect, have no legally founded tangible grievance to ventilate before this Court.

On this short ground, the writ petition is dismissed.

Pending miscellaneous petitions, if any, shall also stand dismissed.

No order as to costs.

\_\_\_\_\_  
SANJAY KUMAR,J

\_\_\_\_\_  
P.KESHAVA RAO,J

Date:23.02.2018

GJ

