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

WRIT PETITION NOS.26946, 32420 AND 37338 OF 2017

COMMON ORDER
(*per* Hon'ble Sri Justice Sanjay Kumar)

The concerted effort of the petitioners in these three cases is directed at raking up the past so as to enable them to reopen issues long dead, so far as they are concerned.

This past history needs to be recounted in some detail. M/s.Dhanalakshmi Cotton Traders, represented by Adusumalli Malleshwara Rao, obtained loan facilities from Vijaya Bank, Sattenapalli Branch, Guntur District (*hereinafter*, 'the bank'), in the year 1997. His wife, Adusumalli Dhanalakshmi, stood as guarantor for the loan availed by her husband and mortgaged her property, being an extent of 247 square yards in Sy.Nos.359/1 and 359/3, Sattenapalli, Guntur District, as security therefor. Kolli Seetaramaiah, the elder brother of Adusumalli Dhanalakshmi, also availed loan facilities from the bank in the year 2000 in the name of Sai Enterprises and her other brothers, Kolli Venkateshwarlu and Kolli Sankara Rao, stood as guarantors for the said loan by mortgaging their two extents, admeasuring 239 square yards each, in Door No.9-702, Raghuramnagar, Sattenapalli Town, Guntur District. Default having been committed in repayment of these loans, they were classified as non-performing assets (NPA) and the bank initiated recovery proceedings under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (*for brevity*, 'the SARFAESI Act'). These proceedings culminated in the sale of the mortgaged properties of the aforestated guarantors on 21.08.2006 in favour of Chennamallu Srihari Rao (wrongly shown as Chennamallu Srihari in the three writ petitions). Sale Certificates were also issued to him on 25.03.2008. The Sale Certificate relating to the extent of 247 square yards, mortgaged by Adusumalli Dhanalakshmi, was kept pending registration by the Sub-Registrar, Sattenapalli, under Document No.P.38 of 2012, while the Sale Certificates relating to the two extents of 239 square yards each mortgaged by her brothers in D.No.9-702, Raghuramnagar, Sattenapalli, were kept pending registration by the Sub-Registrar, Sattenapalli, under Document Nos.P.36 of 2012 and P.37 of 2012. The reason for the delay in issuance of the Sale Certificates and registration thereof was the claim by the Endowments Department of the State that the lands in question belonged to a temple at Sattenapalli. This delay, therefore, had nothing whatsoever to do with any of the aforestated guarantors. This Court is now informed by Sri E.Madan Mohan Rao, learned counsel for the bank, that the issue raised by the State's Endowments Department is coming to a conclusion before the jurisdictional forum. Be that as it may.

It may also be noted that O.S.No.115 of 2013 on the file of the learned Senior Civil Judge, Sattenapalli, (old O.S.No.1174 of 2011 on the file of the learned V Additional, Senior Civil Judge, Guntur), was filed by the bank against Kolli Seetaramaiah, Adusumalli Malleshwara Rao, Kolli Venkateshwarlu and Kolli Sankara Rao for recovery of Rs.2,16,745/- along with costs and interest. This was the amount that still remained to be recovered in the context of the NPA loan advanced by the bank to Kolli Seetaramaiah. This suit was however dismissed by judgment and decree dated 29.04.2016. The appeal filed by the bank before the District Court, Guntur, is stated to be pending. Perusal of the trial Court's judgment dated 29.04.2016, dismissing the suit, however demonstrates that the trial Court took note of the fact that items 3 and 4 in the suit schedule, belonging to Kolli Venkateshwarlu and Kolli Sankara Rao, were already sold by the bank for realization of the amounts due to it. Significantly, items 3 and 4 in the suit schedule in O.S.No.115 of 2013 comprised the two extents of 239 square yards in Door No.9-702, Raghuramnagar, Sattenapalli, which were sold by the bank on 21.08.2006 in culmination of the proceedings under the SARFAESI Act. There is no evidence of either Kolli Venkateshwarlu Rao or Kolli Sankara Rao, the third and fourth defendants in O.S.No.115 of 2013, having preferred an appeal against this finding of the trial Court.

While so, Adusumalli Dhanalakshmi filed O.S.No.82 of 2017 before the learned Principal Junior Civil Judge, Sattenapalli, against Chennamallu Srihari Rao for a permanent injunction restraining him from interfering with her possession and enjoyment of the suit schedule property. The suit schedule property therein was the very same extent of 247 square yards in D.No.359, Sattenapalli Village and Mandal, Guntur District, which was already sold by the bank. Therein, she secured an *ex parte ad interim* injunction in the first instance on 30.03.2017 against Chennamallu Srihari Rao. However, upon contest by him, the trial Court vacated the injunction order and dismissed the temporary injunction application in I.A.No.397 of 2017 in O.S.No.82 of 2017, by order dated 07.06.2017. Therein, the trial Court took note of the factum of the property having been sold by the bank under the provisions of the SARFAESI Act in favour of the defendant therein and held that Adusumalli Dhanalakshmi had failed to establish either balance of convenience or irreparable loss and, on the other hand, the facts and the documents filed by Chennamallu Srihari Rao revealed that if an injunction remained in force, it was he who would suffer irreparable loss. The I.A. was accordingly dismissed. There is no indication of any appeal having been preferred against this order dismissing the said I.A.

This being the factual background, a look now at the present litigation: W.P.No.26946 of 2017 was filed by Adusumalli Dhanalakshmi against the officials of the bank and Chennamallu Srihari Rao seeking a writ of Mandamus declaring their action in interfering with her peaceful possession and enjoyment over the house property bearing D.No.359 at Sattenapalli Town, Guntur District, admeasuring 247 square yards. In the affidavit filed in support of this writ petition, she did not even refer to the fact that she had mortgaged the said property with the bank in relation to the loan availed by her husband. She claimed that when she started construction of a zinc sheeted roof house in the subject property in March 2017, Chennamallu Srihari Rao entered upon the land and disturbed the construction activity. She referred to the fact that she had filed O.S.No.82 of 2017 before the learned Principal Junior Civil Judge, Sattenapalli, and having alluded to the vacating of the *ex parte* interim injunction order that she had secured therein, she made no mention of her having taken any steps to appeal against the same. On the other hand, she stated that the bank had filed an affidavit before the trial Court to the effect that she and her husband had taken a loan of Rs.5,00,000/-

for their business purposes and as the amount was not repaid, an auction was conducted by the bank and the property was sold to Chennamallu Srihari Rao. She claimed that the bank never sent any notice regarding this auction sale and that they had no knowledge about the auction and purchase of their house property. She alleged that the bank had sold her land to Chennamallu Srihari Rao without following the due process of law and without registering the sale or handing over possession to him.

Significantly, though she filed a copy of the Sale Certificate issued by the bank to Chennamallu Srihari Rao in relation to her extent of 247 square yards, she conveniently did not file the back of the first page which disclosed that the document had already been presented for registration and was kept pending registration with Document No.P.38 of 2012. This demonstrates the lack of *bonafides* on her part. Further, she failed to file the documents executed by her in favour of the bank with regard to creation of a mortgage over the subject property by her in the role of a guarantor for the loan secured by her husband through M/s.Dhanalakshmi Cotton Traders. However, the said documents have been placed on record by Chennamallu Srihari Rao along with his counter-affidavit. Memorandum dated 11.06.2001 executed by the petitioner and bearing her signature reflects that she confirmed therein that she had deposited the documents of title relating to the subject land as security for the debt owed to the bank by M/s.Dhanalakshmi Cotton Traders, under Memorandum dated 05.11.1999, and asserted to the effect that the same shall continue to secure the debt which was owing to the bank. Schedule 'A' appended to this Memorandum contains the details of the property mortgaged, *viz.*, the extent of 247 square yards in Sy.No.359 of Sattenapalli Village and Taluq, Guntur District. Memorandum dated 05.11.1999 is also placed on record and bears out that the petitioner signed the same in evidence of the deposit of the documents of title described in Schedule 'A' attached therewith, which had already been deposited by M/s.Dhanalakshmi Cotton Traders with the bank to secure the debt owing to the bank. The list of documents confirms deposit of the registered sale deed dated 08.04.1999.

In the light of these documents, the creation of the mortgage by Adusumalli Dhanalakshmi in favour of the bank, so far as the subject property is concerned, is proved beyond the pale of doubt.

Though the bank did not choose to file the counter-affidavit in this writ petition, it did so in W.P.No.37338 of 2017 in which Adusumalli Dhanalakshmi is also a petitioner. Perusal of the said counter-affidavit reflects that the Senior Branch Manager, Sattenapalli Branch of the bank, referred therein to the mortgage created by Adusumalli Dhanalakshmi over the subject property of 247 square yards and then stated that the bank had initiated recovery proceedings under the SARFAESI Act in relation to the said loan account of M/s.Dhanalakshmi Cotton Traders. Demand notice dated 28.09.2005 was stated to have been issued to Adusumalli Dhanalakshmi under Section 13(2) of the SARFAESI Act, to which she did not respond. Measures were then initiated under Section 13(4) of the SARFAESI Act and the secured asset was brought to sale on 21.08.2006, wherein Chennamallu Srihari Rao emerged successful and a Sale Certificate was issued to him. He further stated that the possession of the property was taken pursuant to the measures initiated under Section 13(4) of the SARFAESI Act and after the sale of the property; its possession was handed over to Chennamallu Srihari Rao in March, 2008.

Chennamallu Srihari Rao stated in his counter that the averment of Adusumalli Dhanalakshmi that she had started construction of a zinc sheeted roof house in the subject property in March 2017, was factually incorrect. On the other hand, it was she and her husband who tried to obstruct the construction of the zinc sheet shed by him in the subject property, leading to his giving a police complaint with the Station House Officer, Sattenapalli Police Station. He pointed out that Adusumalli Dhanalakshmi emerged unsuccessful in I.A.No.397 of 2017 in O.S.No.82 of 2017 on the file of the learned Principal Junior Civil Judge, Sattenapalli, after he entered appearance and brought the facts to the knowledge of the Court and asserted that the said order had not been challenged by the petitioner before any forum. He further stated that the bank had issued a public auction sale notice in the newspapers for sale of the subject property mortgaged with it and he became the highest bidder, not only for the subject property but also for two other properties, on 21.08.2006. He further stated that Sale Certificates were issued to him on 25.03.2008 in relation to all the properties purchased by him and possession thereof was also delivered. He therefore asserted that he was a *bonafide* purchaser for valid consideration not only for the extent of 247 square yards but also for two other properties which were sold to him in the public auction conducted by the bank on 21.08.2006. He then referred to the bank approaching the Sub Registrar, Sattenapalli, for registration of the Sale Certificates issued to him but the same had to be kept pending owing to the claim of the Endowments Department of the State that the lands belonged to a temple at Sattenapalli. Then, the bank filed W.P.No.13926 of 2008 before this Court and the same was disposed of on 29.01.2016 with directions. He claimed that after he was delivered possession of the subject properties on 25.03.2008, he applied to the competent authority at Guntur for conversion of the use of land to residential use. He paid Rs.1,11,150/- towards conversion of such land use. He then raised a foundation and built a zinc sheet shed. It was at that stage that Adusumalli Dhanalakshmi filed O.S.No.82 of 2017 before the learned Principal Junior Civil Judge, Sattenapalli, and obtained an *ex parte ad interim* injunction in the first instance. He then entered appearance and after being apprised of the full facts, the trial Court vacated the said injunction. He also gave details of the applications made by him to the Andhra Pradesh Southern Power Distribution Company Limited, Sattenapalli, for an electricity connection and produced the receipt dated 14.09.2017 in proof of his payment of a sum of Rs.34,777/- to the department.

Writ Petition No.32420 of 2017 was filed by Kolli Venkateshwarlu and Kolli Seshaiah, brothers of Adusumalli Dhanalakshmi, against the bank and Chennamallu Srihari Rao seeking a writ of Mandamus declaring their action in trying to evict the petitioners from the suit schedule property, i.e., items 3 and 4 in O.S.No.115 of 2013, admeasuring 239 square yards each in D.No.702, 9th Ward, Raghuramnagar, Sattenapalli, and to consequently direct them not to interfere with the peaceful possession of the petitioners over the said properties.

In the affidavit filed in support of this writ petition, the deponent, Kolli Venkateshwarlu, stated that Kolli Seetharamaiah had availed a loan from the bank for business purposes and that they had deposited their respective title deeds with the bank as security for the said loan. As Kolli Seetharamaiah failed to repay the loan, the bank issued legal notices and then filed a suit in O.S.No.115 of 2013 before the learned Senior Civil Judge, Sattenapalli, against Kolli Seetharamaiah, Adusumalli Malleswara Rao, Kolli Sankara Rao and himself. It was further claimed that Kolli Sankara Rao was in no way concerned with the suit as he had died on 05.11.1996, long before the creation of the mortgage on 04.08.2000. He pointed out that O.S.No.115 of 2013 was dismissed on 29.04.2016 with costs, recording the finding that the bank was not entitled to recover the suit amount from the defendants therein because the suit amount had already been recovered from another property by way of an auction. He alleged that after the dismissal of the suit, the bank had highhandedly tried to enter into the property along with Chennamallu Srihari Rao without having any legal right to do so. He further alleged that without any auction and without a sale notice to them, the bank was trying to handover their properties to Chennamallu Srihari Rao. He further stated that item 2 in the suit schedule in O.S.No.115 of 2013 belonged to their brother, Kolli Sankara Rao, who had died in March, 1996. He stated that it was not yet decided as to who were his legal heirs and the bank's illegality was clear from the fact that a thumb impression was supposed to have been affixed by the said Kolli Sankara Rao on 04.08.2000, long after his death. He further stated that Kolli Sankara Rao was an educated person and had completed B.Tech. during his life time and was not a marksman. He asserted that they were in possession of their properties and that their names were reflected in the revenue records. He claimed that Chennamallu Srihari Rao had tried to register their properties in his name on 03.07.2012 by forging their documents but the Registration Department refused to do so and rejected his application. He further alleged that Chennamallu Srihari Rao had fabricated documents and entered his name in municipal records constraining them to give a complaint to Sattenapalli Municipality. He concluded by asserting that Chennamallu Srihari Rao, with the active collusion of the bank, was trying to evict them from their properties without having any legitimate right over the same. A copy of the judgment dated 29.04.2016 of the learned Senior Civil Judge, Sattenapalli, in O.S.No.115 of 2013 was filed, which clearly bears out that items 3 and 4 in the suit schedule therein had already been sold by the bank for recovery of the amounts due. In that view of the matter, the prayer of the petitioners in relation to the very same items of property was not maintainable, on the face of it. A copy of the death certificate dated 16.11.2006 of Kolli Sankara Rao was also filed, indicating the date of his death as 05.11.1996. However, the figures '5' and '11' are written by hand and that apart, the date of the certificate itself is partly written by hand. The authenticity of this certificate is therefore suspect, to say the least.

However, by order dated 22.09.2017, this Court granted an interim direction restraining the respondents in the writ petition from interfering with the alleged possession of the petitioners over the subject properties, i.e., item Nos.3 and 4 in the suit schedule of O.S.No.115 of 2013, admeasuring 239 square yards each.

WVMP No.4164 of 2017 was filed by Chennamallu Srihari Rao to vacate the said order. In the counter filed in support thereof, Chennamallu Srihari Rao reiterated the stand taken by him in the earlier counter filed in W.P.No.26946 of 2017. Thereafter, he stated that item Nos.3 and 4 of the suit schedule in O.S.No.115 of 2013 on the file of the learned Senior Civil Judge, Sattenapalli, related to the properties covered by the sale deeds bearing Document Nos.922 and 923 of 1995. He pointed out that the Document bearing No.922 dated 07.03.1995 related to Kolli Sankara Rao and he had purchased 239 square yards in the 9th Ward of Raghuramnagar, Sattenapalli, and asserted that the second petitioner, Kolli Seshaiah, did not disclose as to how he had any right or claim in the said property. He alleged that the death certificate filed along with the writ petition was created by the petitioners as the death of Kolli Sankara Rao was reported to the authorities thereunder only on 15.11.2006. Having adverted to the auction sale held on 21.08.2006 relating to the subject properties of 239 square yards each, he stated that he was in possession of the same upon delivery by the bank on 25.03.2008. He further stated that he raised walls with cement bricks on all four sides and constructed six portions with cement sheet roofs with supporting iron pipes. He also obtained electricity connections with specific meter numbers and water connections. The six portions were given a common house number, *viz.*, H.No.11-5-69/6, Raghuramnagar, Sattenapalli, and they were leased out to tenants who have been residing there for more than two years.

He further stated that in Document No.922 of 1995 the vendee was shown as Kolli Sankara Rao in the Telugu version, while the English translation thereof filed with the writ petition converted the name as Kolli Venkateshwarlu. He further pointed out that the representations dated 07.08.2017 said to have been made by the petitioners, which were filed, clearly showed that construction had been made by him with cement sheets in the sites and that he was paying taxes to the municipality. He therefore asserted that it was not open to the petitioners to now contend to the contrary in their writ affidavit. He concluded by alleging that the petitioners had made false and misleading statements and obtained the interim order dated 22.09.2017. Pursuant thereto, they were trying to secure possession of the premises by forcibly evicting his tenants. A police report was also submitted to the Station House Officer, Sattenapalli Police Station, but they refused to receive it on the ground that it was a civil dispute. He therefore sought vacating of the interim order. Electricity bills in the name of Chennamallu Srihari Rao were produced along with the payment receipts in proof of his possession, apart from municipal tax receipts dated 17.09.2014, 18.02.2015, 03.03.2015, 02.03.2015 and 19.02.2016. He also filed a receipt in proof of payment of water tax.

Coming to the last and final writ petition, W.P.No.37338 of 2017 was filed by Adusumalli Dhanalakshmi, Kolli Venkateshwarlu and Kolli Seshaiah against the officers of the bank and Chennamallu Srihari seeking a writ of Mandamus declaring that the action of the respondents, particularly Chennamallu Srihari Rao, in interfering with their construction activities in the lands mentioned in possession notices dated 01.12.2005, published by the bank in Hindu Daily Newspaper on 08.12.2005 under the provisions of the SARFAESI Act, stating that Chennamallu Srihari Rao had obtained Sale Certificates with regard to the petitioners' properties without registering the same and interfering with the same, was illegal and to consequently set aside the Sale Certificates issued by the bank in favour of Chennamallu Srihari Rao on 25.03.2008.

In the affidavit filed in support of this writ petition, Adusumalli Dhanalakshmi, the deponent, stated that her elder brother, Kolli Seetharamaiah, availed a loan from the bank and she along with the other petitioners, who were her brothers, stood as guarantors. This statement was factually incorrect as Adusumalli Dhanalakshmi stood as a guarantor for the loan availed by her husband, Adusumalli Malleswara Rao, through M/s.Dhanalakshmi Cotton Traders. She admitted that the bank had issued notices under the provisions of the SARFAESI Act and had finally issued possession notices dated 01.12.2005. She also admitted that the bank conducted an auction and issued Sale Certificates to Chennamallu Srihari Rao on 25.03.2008, but asserted that the same had not been registered. She referred to the other two writ petitions, presently under consideration, and averred that they, the petitioners, were in peaceful possession and enjoyment of the properties mentioned in the possession notices. According to her, for the last 12 years, the bank did not come into possession of the said properties. However, when the petitioners were trying to make construction in the said properties, Chennamallu Srihari Rao came and informed them that he was the auction purchaser and that the bank had executed Sale Certificates in his favour. She pointed out that the Sale Certificates had been issued on 25.03.2008, but were not registered as the Sub-Registrar, Sattenapalli, had refused registration of the same on 03.07.2012. She pointed out that there was a gap of three years since issuance of the possession notices in the year 2005 and issuance of the Sale Certificates in the year 2008 and asserted that the action of the respondents was therefore illegal and arbitrary, apart from being collusive. She stated that they were ready to pay the entire loan amounts but the bank was not considering the same and had conducted the auction of the properties but was yet to register the Sale Certificates. She further stated that the petitioners were before this Court seeking a direction to the bank to receive the entire loan amounts from them and cancel the Sale Certificates issued in favour of Chennamallu Srihari Rao. Significantly, copies of the Sale Certificates issued by the bank to Chennamallu Srihari Rao, filed along with this writ petition, again conveniently miss out the page which demonstrates that the Sub-Registrar, Sattenapalli, entertained these documents for registration but kept them pending registration with the allotted document numbers, already referred to *supra*.

The bank filed its counter affidavit through its Senior Branch Manager, Sattenapalli Branch, in this writ petition. Apart from reiterating the contents of the counter already referred to *supra*, the bank stated that the writ petition was hit by laches as it was filed after a lapse of nine years since issuance of the Sale Certificates to Chennamallu Srihari Rao on 25.03.2008. The bank pointed out that the petitioners failed to avail their statutory remedy, despite being aware of all the proceedings, and therefore the writ petition was liable to be dismissed at the threshold. Referring to the loan taken by Kolli Seetaramaiah in the name of Sai Enterprises in the year 2000, the bank stated that his brothers stood as guarantors by mortgaging the properties admeasuring 239 square yards each in Door No.702, Raghuramnagar, Sattenapalli. The bank affirmed that possession of the subject properties was secured under the provisions of the SARFAESI Act and handed over to the auction purchaser on 25.03.2008. The bank pointed out that upon completion of such sale formalities and issuance of the Sale Certificates, the borrowers' right to redeem the property under Section 13(8) of the SARFAESI Act stood forfeited and therefore, the effort of the petitioners to seek such redemption eight years after issuance of the Sale Certificates was without merit. The bank pointed out that the delay in registration would not affect the Sale Certificates issued by it to Chennamallu Srihari Rao as the transfer thereunder was complete on issuance thereof, as per Section 13(6) of the SARFAESI Act and the bank accordingly prayed for dismissal of the writ petition.

Chennamallu Srihari Rao filed a counter reiterating the contents of his counters filed in the other two writ petitions. In addition thereto, he stated that he was a *bonafide* purchaser of the subject properties for valid consideration, having bid for the same successfully in the public auction held by the authorised officer of the bank. He further stated that he had spent more than Rs.30,00,000/- for making constructions in the said properties thereafter. He also pointed out that the writ petition was hit by laches apart from reflecting the *malafides* on the part of the petitioners in seeking to undo SARFAESI proceedings which had attained conclusion ten years ago.

A conspectus of the aforestated factual narrative would clearly bring out that the petitioners resorted to subterfuge and wilful suppression of relevant particulars to suit their own convenience. In the first writ petition, Adusumalli Dhanalakshmi did not even admit to her having mortgaged the subject extent of 247 square yards in favour of the bank, but in the third writ petition, she put forth a false account to the effect that the said extent of land was mortgaged by her as security for the loan availed by her brother, Kolli Seetaramaiah. The documents placed on record evidence that she, in fact, mortgaged the subject land as security for the loan availed by her husband, Adusumalli Malleswara Rao, through M/s.Dhanalakshmi Cotton Traders. There is no clarity as to who exactly were the guarantors for the loan availed by Kolli Seetharamaiah, through Sai Enterprises. Kolli Sankara Rao seems to have been one of the guarantors in this regard and it is not known as to how Kolli Seshaiah claims rights in that land. The death certificate sought to be relied upon, in proof of Kolli Sankara Rao having died on 05.11.1996, is suspect as it was obtained only in the year 2006.

The inescapable fact that glares from the record is that the SARFAESI proceedings initiated by the bank culminated long ago in the sale held on 21.08.2006 and issuance of the Sale Certificates on 25.03.2008 in favour of Chennamallu Srihari Rao. As has already been pointed out, the delay in issuance of the Sale Certificates and registration thereof is not attributable to the petitioners in these cases and, therefore, they cannot take advantage of the same to support their case presently. Further, the manner in which they deliberately chose to project the Sale Certificates issued to Chennamallu Srihari Rao, by suppressing the back of the first page, which indicated that the Sub-Registrar, Sattenapalli, had entertained them for registration but had kept them pending registration, clearly smacks of *malafides*. It is not open to a litigant who approaches the Court for relief to do so with unclean hands and all the more so, when he invokes the discretionary jurisdiction of this Court under Article 226 of the Constitution (See ***K.D.SHARMA V/s. STEEL AUTHORITY OF INDIA***[1]).

Further, even at this stage, the petitioners do not seek to challenge the SARFAESI proceedings on any substantial ground. They straightaway seek setting aside of the Sale Certificates, which are only the end result of such proceedings, without even stating as to how they stand vitiated. As the petitioners produced and now assail the possession notices of year 2005, they cannot claim ignorance of the SARFAESI proceedings, whereby they can get over the delay on their part in the filing of these writ petitions.

Be it viewed from any angle, the delay on the part of the petitioners in approaching this Court, if they had any lawful grievance with regard to the proceedings initiated by the bank under the SARFAESI Act, is fatal and incurable. That apart, as already pointed out, the lack of *bonafides* on the part of the petitioners, as is evident from the manner in which they went about filing these cases so as to secure an interim direction at any cost, clearly speaks against them. Chennamallu Srihari Rao

[1] (2008) 12 SCC 481

pointed out in his counter affidavits that, having secured an interim order in W.P.No.32420 of 2017, the petitioners resorted to use of unlawful means so as to throw out his tenants and secure possession. Despite this statement having been made in two of his counters, the petitioners did not even choose to file a reply affidavit rebutting the same. This clearly demonstrates the truth in this allegation and confirms the *malafide* motive of the petitioners in filing these cases so as to secure some interim relief, be it by subterfuge or by suppression of facts.

On the above analysis, this Court finds that the writ petitions are utterly lacking in *bonafides* apart from being wholly devoid of merit. The writ petitions are accordingly dismissed. The interim order dated 22.09.2017 in W.P.No.32420 of 2017 shall stand vacated. Pending miscellaneous petitions, if any, shall also stand dismissed.

Though the circumstances of the case warrant imposition of exemplary costs, this Court forbears from doing so as the petitioners have already lost their properties. There shall accordingly be no order as to costs.

SANJAY KUMAR,J

P.KESHAVA RAO,J

15th FEBRUARY, 2018

PGS