IN THE HIGH COURT OF JUDICATURE AT HYDERABAD
FOR THE STATE OF TELANGANA AND THE STATE OF ANDHRA PRADESH

THE HON'BLE SRI JUSTICE V.RAMASUBRAMANIAN
AND
THE HON'BLE MS.JUSTICE J. UMA DEVI

WRIT PETITION No.11292 OF 2018

Date:30.04.2018

Between:

Liya Khath Ali Khan S/o.Mohamood Khan,
R/o.VIjayawada

...Petitioner

Vs.

State Bank of India, Pamarru,
Krishna District, Rep.by its Branch Manager
and another

.. Respondents

For Petitioner : Mr.V.Satyanarayana Prasad

For Respondent : Mr.M.Srikanth Reddy

Gist :

Head Note :

Cases Referred :

HON'BLE SRI JUSTICE V. RAMASUBRAMANIAN

AND

THE HON'BLE MS.JUSTICE J. UMA DEVI

WRIT PETITION No.11292 OF 2018

ORDER: *(per V. Ramasubramanian, J)*

The petitioner has come up with the above writ petition, claiming to be an agreement holder in respect of a secured asset and seeking a direction to the 1st respondent Bank to receive the entire loan amount due from the borrowers.

2. Heard Mr.V.Satyanarayana Prasad, learned counsel for the petitioner and Mr. B.Srikanth Reddy, learned Standing Counsel for the 1st respondent – Bank.

3. It appears that the Bank filed O.A No.249 of 2011 on the file of the Debts Recovery Tribunal and obtained a certificate of recovery on 29.12.2016. But, the original borrower as well as all the members of his family, have died. The petitioner, who claims to have had a registered agreement of sale cum GPA dated 10.12.2009, containing a clause imposing an obligation upon them to discharge the loan, made representations to the Bank to allow him to discharge the loan and take the property. Since the Bank was skeptical and not willing to get into any other controversy, the Bank appears to have warded off the request. Therefore, the petitioner is before this Court.

4. There is no dispute about the fact that the borrower and his family members are now no more. There is no one to contest the claim of the petitioner to be an agreement holder and the agreement of sale is a registered one. At the most, the Bank can now go before the Recovery Officer and bring the property to sale. If a person claiming to be a successor in interest on the basis of an agreement of sale, is prepared to

discharge the entire amount, the bank could have no objection since it is such a person, who takes the entire risk and responsibility.

4. Therefore, the writ petition is allowed directing the Bank to quantify the amount payable as on a particular date as per the certificate of recovery and as and when such payment is made, the Bank shall release the title deeds of the property to the petitioner and deliver possession.

5. As a sequel thereto, miscellaneous petitions, if any, pending shall stand dismissed. No order as to costs.

V. RAMASUBRAMANIAN, J

J. UMA DEVI, J

April 30, 2018
KTL