203

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CWP No.10619 of 2018
Decided on : 20.08.2018

* * *

M/s Bottoms Up Pub & Restaurant, Hoshiarpur

Petitioner

Versus

Punjab National Bank, Hoshiarpur

Respondent

CORAM : HON'BLE MR. JUSTICE AJAY KUMAR MITTAL
HON'BLE MR. JUSTICE AVNEESH JHINGAN

Present : Mr. Mayur Kanwar, Advocate
for the petitioner.

Mr. Arvind Rajotia, Advocate
for the respondent.

* * *

AVNEESH JHINGAN, J.

The present writ petition has been filed seeking quashing of possession notice dated 13.03.2018 (Annexure P-1) issued under Section 13(4) of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (for short 'SARFAESI Act').

2. The petitioner is a proprietorship concern running a business entity by name of M/s Bottoms Up Pub & Restaurant. Punjab National Bank has been arrayed as respondent in the writ petition.

3. The petitioner availed credit facility from the respondent-bank. In order to secure the loan, land and structure built on property measuring 1 kanal, 4 marlas (being 24/167 share out of total land 8 Kanal & 7 Marla) comprised in Khata No. 1462/1535, Khasra No.

113/112(0-2), 12/1 (0-14), 19/2(5-7), 20/1 (1-12), 22/1 (0-12) HB # 355, situated at Village Bajwara, Tehsil and District Hoshiarpur was mortgaged with the respondent-bank.

4. The petitioner defaulted in repayment of the borrowed amount. The bank issued notice dated 23.05.2017 under Section13(2) of the SARFAESI Act. Notice dated 13.03.2018 under Section 13(4) of the SARFAESI Act was issued for taking over possession of the mortgaged property. As per notice, an amount of ₹25,92,808.44 plus interest and other charges were payable.

5. Aggrieved of the notices, the writ petition has been filed.

6. On 30.04.2018, learned counsel for the petitioner stated that the petitioner is ready to clear the outstanding amount in five equal installments and the payment would be made within six months. Further, the petitioner showed his willingness to pay ₹7 lakhs within two days. Notice of motion was issued on 30.04.2018 subject to petitioner depositing ₹7 lakhs within one week followed by another payment of ₹7 lakhs before 15.06.2018. *Status quo* regarding physical possession of the secured assets was ordered to be maintained.

7. We have heard learned counsel for the parties.

8. Learned counsel for respondent-bank verified the fact that the petitioner has deposited ₹14 lakhs i.e. in two installments of ₹7 lakhs each as undertaken before this Court on 30.04.2018. Learned counsel for the petitioner stated that the petitioner would clear the balance amount upto 31.10.2018. The petitioner would be clearing the amount by paying 1/3rd of the amount every month i.e. by 31.08.2018, 30.09.2018 and 31.10.2018. It was further stated that in case of

failure to adhere to the undertaking, the petitioner would himself peacefully handover the possession of the mortgaged property to the respondent-bank.

10. In view of undertaking by the counsel for the petitioner, the writ petition is disposed of.

11. It is, however, clarified that on petitioner complying with the above undertaking the bank would release the title-deeds of mortgaged property, if the same is not kept as security in any other account.

(AJAY KUMAR MITTAL)
JUDGE

(AVNEESH JHINGAN)
JUDGE

20.08.2018
pankaj baweja

Whether speaking/reasoned: Yes / No
Whether reportable : Yes / No