

**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

**CWP No.10909 of 2018
Decided on 27.09.2018**

Manninder Singh Chadha & another

Petitioners

Versus

Indian Bank, Avvai Shanmugam Salai Royapettah, Chennai Branch
and others

Respondents

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

Present : Mr. Harneet Singh, Advocate
for the petitioners.

Mr. Rajesh Gupta, Advocate
for the respondents No.1 to 3.

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AVNEESH JHINGAN, J.

The present writ petition has been filed seeking quashing of notice dated 19.11.2016 (Annexure P-3) issued under Section 13(2) of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (for brevity 'the Act') and notice dated 31.03.2017(Annexure P-1) issued under Section 13(4) of the Act.

2. Petitioner No.1 is the borrower of loan. Petitioner No.2 is mother of petitioner No.1, she stood as guarantor of loan. Corporate Office of Indian Bank, Chennai; Zonal Office of Indian Bank, Chandigarh; Indian Bank, Lower Mall Road Patiala Branch; Small Business Fin Credit India Private Limited, Patiala and Sub Divisional Judicial Magistrate, District Patiala have been arrayed as respondents No.1 to 5, respectively

in the writ petition.

3. Petitioner No.1, for business purposes availed a loan facility of ₹50 lakhs from the respondent-bank in the year 2014. The loan was repayable in 80 equal monthly installments (EMI's). In order to secure the loan, following properties were mortgaged:

- (i) House No. 1-A, Gobind Enclave, Deelwal, Phase-3, Urban Enclave, Patiala constructed over an area of 325 sq. yards comprised in khasra no. 16(3-0 ½), 06 ½ / 60½ to the extent of 6 ½ biswas situated at Village Deelwal, Tehsil Patiala owned by the petitioner No.1; and
- (ii) Property measuring 325 sq. yards comprised in khasra No. 16(3-0 ½), 06 ½ / 60½ to the extent of 6 ½ biswas situated at Village Deelwal, Tehsil Patiala owned by petitioner No.2.

4. There was a default in repayment of loan. Respondent-bank issued notice under Section 13(2) of the Act on 19.11.2016 and thereafter notice under Section 13(4) of the Act was issued on 05.01.2018.

5. After receiving notice of possession, petitioners filed an application for One Time Settlement (OTS). The said offer was rejected as there was no time period specified by the petitioners to repay the outstanding amount. It would be pertinent to mention here that the petitioners also filed a civil suit against the recovery proceedings but the same was withdrawn. On 02.05.2018, notice of motion was issued to explore the possibility of OTS. In the meantime, respondent-bank was directed to bring a statement of account and supply it in advance to the

petitioners who shall then submit a payment plan.

6. Today in the Court, learned counsel for the respondent-bank handed over a proposal of OTS. A copy of the same was handed over to the learned counsel for the petitioners. As per the proposal, an amount of ₹32.25 lakhs as on 26.09.2018 is required to be paid by the petitioners to settle the account.

7. Learned counsel for the petitioners states that the petitioners would consider the proposal and approach the respondent-bank, accordingly, thereafter.

8. In view of the statement made by learned counsel for petitioners, the present writ petition is disposed of.

(AJAY KUMAR MITTAL)
JUDGE

(AVNEESH JHINGAN)
JUDGE

September 27, 2018

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Whether speaking/reasoned: Yes / No

Whether reportable : Yes / No