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

CWP No.15211 of 2018
Decided on : 27.11.2018

Doulat Ram ...... Petitioner

Versus

Union of India & ors. ...... Respondents

**CORAM : HON'BLE MR. JUSTICE AJAY KUMAR MITTAL**
**HON'BLE MRS. JUSTICE MANJARI NEHRU KAUL**

Present : Mr. Viren Jain, Advocate
for the petitioner.

Mr. Alok Kumar Jain, Sr. Panel Counsel
for respondent No.1.

Mr. Ayuwan Singh, AAG, Haryana.

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***Manjari Nehru Kaul, J.***

**CM-17883-2018**

Application is allowed and the replication to the written statement filed on behalf of respondent No.3 is taken on record subject to all just exceptions. Office to tag the same at appropriate place.

**CWP-15211-2018**

The instant petition has been filed seeking direction for issuance of a writ in the nature of certiorari for quashing the notices dated 17.01.2017 and 31.03.2017 (Annexure P-6) issued by respondent N.3 – State Bank of Patiala under Sections 13(2) and 13(4) respectively of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (for brevity 'the Act') along with the order dated

17.04.2018 (Annexure P-7) passed by District Magistrate, Gurugram – respondent No.4.

2. The petitioner availed a term loan of ₹ 9.50 lakhs on 08.12.2014 under Prime Minister's Rojgar Yojana (in short 'PMRY') under the reserved category(Scheduled Caste). To secure the credit facilities, the petitioner hypothecated the stock of shuttering. The petitioner took another loan of Cash Credit Limit of ₹ 10.20 lakhs, which was sanctioned on 20.06.2015 and for the security of that loan, he hypothecated the stock of tent house items.

3. As the petitioner was unable to maintain financial discipline consequently respondent-bank initiated the proceedings under Section 13(2) of the Act and vide notice dated 17.01.2017 (Annexure P-6) and asked the petitioner to make payment of ₹ 17,69,537/- including interest. Thereafter, possession notice dated 31.03.2017 was issued to the petitioner. Hence, the present writ petition.

4. Vide order dated 11.07.2018, notice of motion was issued in the following terms:

> *"Learned counsel for the petitioner submits that the petitioner is prepared to discharge the liability, provided reasonable time is given to him.*
>
> *To show the bona fides of the petitioner, learned counsel for the petitioner has produced a copy of the receipt showing deposit of ₹ 1,00,000/- with respondent No.3-Bank. He has also tendered a demand draft bearing No."972772", dated 10.07.2018, amounting to ₹ 2,00,000/-, drawn in favour of the respondent – Bank, in Court today.*
>
> *The demand draft in original has been returned to the learned counsel for the petitioner with the direction to deposit*

> *the same with the respondent – Bank within a period of three days. However, photocopies of the demand draft and receipt are taken on record, subject to all just exceptions. Office to tag the same at the appropriate place.*
>
> *Notice of motion to the respondents for 20.07.2018.*
>
> *Notice regarding stay as well.*
>
> *Process dasti only."*

5. Learned counsel for the petitioner submitted that although the petitioner has filed a legal notice dated 21.05.2018 (Annexure P-9), he is ready and willing to clear the outstanding dues within a reasonable period.

6. After hearing learned counsel for the parties, perusing the petition and without expressing any opinion on the merits of the case, the present writ petition is disposed off with the following directions:

1. The petitioner shall approach the respondent-bank within 15 days from today by filing a detailed and comprehensive representation for clearing the outstanding dues or to regularize the loan account.
2. The petitioner shall deposit a demand draft of ₹ 3 lakhs alongwith the representation.
3. Respondent-bank shall consider the representation submitted by the petitioner sympathetically in accordance with law, after affording an opportunity of hearing to the petitioner and pass a speaking order.
4. The decision on the representation shall be taken at the earliest by the respondent-bank but not later than one month from the receipt of such representation.
5. It is clarified that in case the petitioner fails either to submit

their representation within the specified time or fails to deposit a sum of ₹ 3 lakhs, the respondent-bank would be at liberty to proceed in accordance with law.

7. The interim protection granted vide order dated 20.07.2018 regarding status quo shall continue till the decision is taken by respondent bank on the representation submitted by the petitioner. However, it is clarified that the extension of the interim protection shall not be construed as an expression of opinion on the merits of the case by this Court.

**(MANJARI NEHRU KAUL)**
**JUDGE**

**(AJAY KUMAR MITTAL)**
**JUDGE**

27.11.2018
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Whether speaking/reasoned: Yes/No

Whether reportable : Yes/No