IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CWP No.17940 of 2017
Decided on 25.09.2018

Dr. Ajay Grover

Petitioner

Versus

Debts Recovery Tribunal-I, Chandigarh and others

Respondents

* * *

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

Present : Mr. Ashwani Chopra, Sr. Advocate with
Ms. Palak Dev, Advocate and
Ms. Eesha Khanna, Advocate
for the petitioner.

Mr. Sanjeev Gupta, Advocate
for respondents No.2 and 3.

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AVNEESH JHINGAN, J.

The present writ petition has been filed seeking quashing of impugned Original Application (OA) No. 1155 of 2015 dated 16.10.2015 filed under Section 19(1) of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (for brevity 'the Act'). It is further prayed that summoning order dated 23.12.2015 (Annexure P2) passed by respondent No.1 in the OA be also quashed.

2. The petitioner is one of the Director of M/s Tricity Hospitals Pvt. Limited. Debts Recovery Tribunal-I, Chandigarh (for short 'the DRT'); UCO Bank, Kolkata and Assistant General Manager, UCO Bank, Sector 8, Panchkula have been arrayed as respondents No.1 to 3 respectively in this writ petition.

3. M/s Tricity Hospitals Pvt. Ltd. and its Directors availed credit

facilities from respondent No.3 in October, 2010. In order to secure the loan, residential house No. 5857, Modern Housing Complex, Manimajra, U.T., Chandigarh was mortgaged. There was a default in repayment of loan. The account was classified as Non-Performing Asset. The respondent-bank initiated proceedings under the Act. Respondent No.3 also filed OA before the DRT. In the OA, the DRT issued summoning orders on 23.12.2015.

4. During the pendency of the proceedings, the petitioner, in order to settle the amount, entered into an agreement to sell of the mortgaged property for ₹1.70 crores. It is alleged that Dr. Bhupesh Gupta, purchaser arranged an amount of ₹1.52 crores by taking loan from Punjab National Bank, RAPC, Panchkula. The loan was subject to the condititon that the loan would be released after mortgaging the title documents of the property which was mortgaged with respondent No.3. Respondent No.3 insisted that it would release the title deeds of mortgaged property after receiving the outstanding dues. As a result, the sale deed could not be executed and the payment to respondent No.3 was not made.

5. Aggrieved of the filing of the OA and of summoning order, the present writ petition was filed.

6. Notice of motion was issued on 11.08.2017. Pending the writ petition, miscellaneous application was filed by the petitioner. In the application, on 26.09.2017, learned counsel for the applicant submitted that the loan account has been settled under One Time Settlement (OTS) with the bank for ₹1.56 crores and the proposed buyer is paying ₹1.70 crores. On release of the documents by respondent No.3 in favour of Punjab National Bank, Panchkula, the amount of loan would be

released in favour of the proposed buyer and thus the payment would be directly made to respondent No.3 by Punjab National Bank. Notice in the application was issued. In the meantime, *status quo* regarding possession of the property was ordered to be maintained.

7. Heard learned counsel for the parties.

8. Learned counsel for respondents No.2 and 3 stated that the DRT has already allowed the OA filed by respondent-bank vide its order dated 15.09.2018 and hence the present petition is not maintainable.

9. Learned counsel for the petitioner contended that the petitioner has not received copy of the order passed by the DRT and the matter be adjourned to enable the petitioner to avail his remedies against the order passed by the DRT.

10. No useful purpose would be served by keeping the writ petition pending in this Court. The petitoner has alternative remedies available to him against the order passed by DRT.

11. The writ petition is disposed of with liberty to the petitioner to avail alternative remedies available to him in accordance with law.

12. Keeping in view the facts of the case, the interim protection granted vide order dated 26.09.2017 shall continue till 30.11.2018.

13. It is clarified that grant of interim protection will not be construed as any expression of opinion on the merits of the case by this Court.

(AJAY KUMAR MITTAL)
JUDGE

(AVNEESH JHINGAN)
JUDGE

September 25, 2018
pankaj baweja

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