

208

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

**CWP No.18549 of 2018
Decided on 14.09.2018**

Satdeep Kumar

Petitioner

Versus

Indian Overseas Bank and another

Respondents

* * *

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

Present : Mr. V.B. Aggarwal, Advocate
for the petitioner.

Mr. Rakesh Gupta, Advocate
for the respondents.

* * *

AVNEESH JHINGAN, J.

The present writ petition has been filed seeking quashing of order dated 03.04.2018 (Annexure P-1) declaring the account of the petitioner as Non-Performing Asset (NPA) and demand notice dated 06.04.2018 (Annexure P-2). Further prayer has been made for direction to the respondents to grant opportunity for One Time Settlement (OTS).

2. India Overseas Bank, Central Office, Chennai and Indian Overseas Bank, Punjabi Mohalla, Ambala Cantt. have been arrayed as respondents No.1 and 2 respectively in the writ petition.

3. Brother of the petitioner late Sh. Pardeep Kumar had availed housing loan facility to the tune of ₹11,52,000/- from respondent No.2. The loan was to be repaid in 162 equal monthly

installments of ₹12,142/- each.

4. There was a default in repayment of the loan amount and the account was declared as NPA on 31.03.2018. Respondent No.2 issued a re-call notice on 03.04.2018. As per notice, there was an outstanding amount of ₹7.19 lakhs as on 31.03.2018 plus interest thereon. The petitioner made a representation to the bank on 16.07.2018 stating that he is ready and willing to repay the balance amount but the interest charged by the bank is highly excessive. Thereafter, the present writ petition has been filed.

5. On 30.07.2018, learned counsel for the petitioner stated that the petitioner is ready to discharge the outstanding liability. It was claimed that insofar as, the interest is concerned, the same shall be cleared on mutual agreement between the petitioner and the respondent-bank. Learned counsel for the petitioner further submitted that in order to show *bona fides*, a demand draft of ₹1.50 lakhs shall be produced in the Court on next date of hearing. On 07.08.2018, a demand draft of ₹1.50 lakhs was produced in the Court and the same was returned with a direction to deposit the same with the bank within one week. It was further clarified that the respondent-bank would accept the same without prejudice to its rights.

6. Notice of motion was issued and *status quo* regarding physical possession was ordered to be maintained by the parties.

7. Learned counsel for the respondent-bank produced a copy of statement of account and the same was handed over to the learned counsel for the petitioner. As per statement of account, there are outstanding dues of ₹6,15,854/- as on 31.08.2018.

8. The writ petition is disposed of with liberty to the petitioner to approach the respondent-bank for an amicable settlement of the account. On petitioner's making the proposal, the respondent-bank would decide the same by passing a speaking order and after providing an opportunity of hearing to the petitioner.

(AJAY KUMAR MITTAL)
JUDGE

(AVNEESH JHINGAN)
JUDGE

September 14, 2018
pankaj baweja

Whether speaking/reasoned: Yes / No

Whether reportable : Yes / No