IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

Civil Writ Petition No.23854 of 2018

Date of Decision: September 20, 2018

M/s Unicorn Impex Limited and another .....Petitioners

versus

Bank of Baroda and others .....Respondents

CORAM: HON'BLE MR.JUSTICE SURYA KANT.
HON'BLE MR.JUSTICE SUDIP AHLUWALIA.

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Present: Mr.Sunny K.Singla, Advocate, for the petitioners.
Mr.C.S.Pashricha, Advocate, for the respondent-caveator.

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Surya Kant, J. (Oral)

The petitioners are borrowers who mortgaged two properties in favour of the respondent-bank for availing loan facilities. Their account was declared NPA and more than Rs.85 lacs were recoverable in the year 2016. The bank agreed to enter into 'One Time Settlement' on 19.04.2016 but the petitioners failed to honour the same. Subsequently, they prepared a demand draft of Rs.49 lacs to honour that very One Time Settlement and approached this Court by way of CWP No.2131 of 2018 (M/s Unicorn Implex Limited and another versus Bank of Baroda) which was disposed of on 16.03.2018 in the following terms:-

> "..... Suffice to observe that if the offer made by the petitioners is found to be *bonafide* and genuine, the respondent-bank can give them one opportunity for restructuring of the loan and discharge the entire liability in due course of time. The writ petition is accordingly disposed of with liberty to the petitioners to approach the respondent-bank within one week alongwith upfront amount of Rs.49.00 lacs. On receipt of the offer, the respondent-bank shall consider the same sympathetically and take an appropriate decision within one month. Till such time, *status-quo* re: possession of the mortgaged property be maintained. However, if the petitioners fail to deposit Rs.49.00 lacs within one week, the respondent-

> bank shall be at liberty to proceed in accordance with law...."

The respondent-bank has passed the impugned order dated 25.05.2018 (P-12) in compliance to the above-reproduced directions, whereby it has agreed to release one of the property so that its sale proceeds can be appropriated towards the loan liability. The petitioners, on the other hand, are said to have entered into agreement to sell with respondent Nos.2 & 3 in respect of the other mortgaged property and want the same to be released as per the understanding arrived at between them and the bank.

It is pertinent to mention that respondent Nos.2 & 3 themselves filed CWP No.3154 of 2018 (Ganshayam Dass Sharma and another versus Bank of Baroda and another) claiming that in terms of their agreement to sell with the borrowers, the property, which they intend to purchase, may be ordered to be released. The said writ petition was dismissed vide order dated 26.03.2018.

In this fact-situation, we do not find any ground to interfere with the action of the bank except to observe that the petitioners may again approach the bank for settlement of their loan account under 'One Time Settlement Scheme' and their request may be considered sympathetically as per the policy. If the petitioners have already approached the bank, let a decision on their request be taken within a period of one month from the date of receiving a certified copy of this order.

[SURYA KANT]
JUDGE

September 20, 2018 **(SUDIP AHLUWALIA)**
mohinder **JUDGE**

Whether speaking/reasoned : Yes/No
Whether Reportable : Yes/No