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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

\+ W.P.(C) 6547/2016 & CM 26834/2016 (Stay)

INDRAJ KAUR ..... Petitioner

Through: Mr. Pradeep Gupta, Advocate with Mr. Parinav Gupta, Ms. Mansi Gupta and Mr. Moazzam Ali, Advocates

versus

CANARA BANK AND ORS ..... Respondents

Through: Mr. Jatinder Kumar, Senior Manager, ARM-II Branch, Jeevan Bharti Building, Annexe Parliament Street Branch, New Delhi

CORAM:
HON'BLE MR. JUSTICE SIDDHARTH MRIDUL
HON'BLE MR. JUSTICE VINOD GOEL

O R D E R

% **16.03.2018**

Our attention has been invited to a communication dated 13.03.2018, addressed by the Canara Bank to the petitioner, a copy of which has been handed over to us in Court today, by Mr. J.S. Ahuja, Senior Manager, ARM-II branch, Canara Bank, New Delhi. The same is taken on record.

It would be relevant to extract the contents of the said communication dated 13.03.2018 in their entirety, which are as follows:-

"Sub: your proposal for release of mortgaged property at D-91, Ground Floor, Ramprastha Colony, Chander Nagar, Ghaziabad in NPA A/C Qualichem Int. B.V.

"We are pleased to inform you that our competent authority has permitted your proposal in subject account on the following terms and conditions.

1. To accept Rs.65.00 Lacs (Rs. Sixty Five Lacs Only) from you, the occupant of mortgaged property.

   A. Rs.5.00 Lacs (Rs. Five Lacs Only) already deposited by you and kept in no lien account, to be adjusted immediately on conveying the sanction.
   B. Balance of Rs.60.00 Lacs (Rs. Sixty Lacs Only) is payable within 3 months from the date of conveying the sanction i.e. on or before 13.06.2018.

2. That you shall have to withdraw all suits/claims/counter claims/ applications/ appeal or legal proceedings pending in DRT/DRAT/High Court etc. against the Bank & its officials etc.
3. The title deed of the mortgaged property will be released to you only on a specific order from DRT.
4. That the permission extended as above stands automatically withdrawn in case you fails to remit the entire amount within the stipulated period, and bank shall continue its recovery proceedings against the property.
5. That the bank reserves the right for withdrawal of the above proposal at any point of time even during the period permitted for payment of compromise amount without assigning any reasons for withdrawal of the sanction.

> 6. That in the event the Bank finding any misrepresentation of facts by you, the Bank reserves the right to withdraw the above permission and proceed legally for recovery of the entire dues, as per Recovery Certificate with all costs, expenses and interest etc.
> 7. The above proposal settlement will not have any bearing whatsoever on the ongoing criminal case/proceedings pending initiated by CBI/Police authorities, if any. The proposal shall be without prejudice to the rights of CBI/Police to prosecute or to conclude the pending criminal proceedings.
> 8. That in the event of non compliance of any of the terms of this sanction by you, the above proposal permitted stands automatically withdrawn without assigning any reasons for the same and the bank reserves the right to proceed as it deems fit including proceeding legally for recovery of the entire dues, as per Recovery Certificate with all costs, expenses and interest etc.
> 9. That the RC/Criminal Case to continue against borrower/guarantor and their personal guarantee to continue.
> 10. That you are required to submit a Declaration/Undertaking / Confirmation to withdraw all the claims/ suits etc. in any court of law or before any authority against the Bank.
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> Kindly acknowledge this letter for having accepted the terms and conditions of the sanction of your subject proposal."

Learned counsel appearing on behalf of the petitioner states that the offer made by the respondent bank in the said communication has been accepted by her in full and the present petition be disposed of, in terms thereof. However, it has been further stated on behalf of the petitioner that the respondent bank in modification of clause (3) of the said communication dated 13.03.2018, has undertaken to release the title deed of the mortgaged property upon receipt of full and final payment from the petitioner, without insisting on a specific order thereon from the Debt Recovery Tribunal.

Mr. Jatinder Singh Ahula, who appears before us in person, acknowledges that the above statement is correct.

Directed accordingly.

In view of the foregoing, the present petition is disposed of as settled in the aforesaid terms, whilst directing the parties to abide their reciprocal obligations, without demur. The pending application also stands disposed of.

SIDDHARTH MRIDUL, J

VINOD GOEL, J

MARCH 16, 2018

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