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

\+ W.P.(C) 11776/2018

BRIG. NARINDER SINGH ..... Petitioner

Through: Petitioner in person.

versus

CENTRAL BANK OF INDIA AND ORS. ..... Respondent

Through:

CORAM:
HON'BLE THE CHIEF JUSTICE
HON'BLE MR. JUSTICE V. KAMESWAR RAO

<u>O R D E R</u>

% **14.01.2019**

<u>Rev. Pet. 11/2019</u>

This review petition has been filed by the petitioner seeking review of order dated November 29, 2018. Suffice it to state, the challenge in the writ petition is to an order of the Debt Recovery Appellate Tribunal dismissing the appeal because of failure on the part of the petitioner to make pre-deposit of 25% of the debt for entertaining the appeal.

In Para 4 of the order of which the review is sought, this Court has held as under:

> *"4. We find that the learned DRT has taken note of these factors and has found that the loan was advanced by the Bank, the petitioner stood a guarantor by mortgaging his property and, therefore, he cannot wriggle out of the guarantee given*

> *by him. That apart, learned counsel for the Bank produced before us an agreement entered into between the petitioner as a guarantor and the borrower wherein in lieu of the guarantee, the petitioner is given a consideration of Rs.2,80,000/- to be paid on 7th of every month till release of the security document as a consideration for the guarantee being furnished by him. Even though the petitioner submitted that in pursuance to the said agreement, he did not receive any consideration, the fact remains that the petitioner stood as a guarantor and there is nothing to indicate that the mortgage or the guarantee was executed in a fraudulent manner and once the statutory provisions of Section 18 warranting a pre-deposit to be made is not satisfied, we see no reason to make any indulgence into the matter on the grounds canvassed by the petitioner."*

The petitioner, who appears in person, in effect, has reiterated his submission that fraud has been played by the person, who had taken the loan. According to the petitioner, he mortgaged his property as security in good faith and had not received any benefit out of the transaction. Hence, the liability that is sought to be fastened upon him, is unsustainable. We are unable to accept the plea of the petitioner, in view of the settled position of law. As we have decided limited issue of pre-deposit, we find no error apparent on the face of the record. We do not see any merit in the review petition, the same is dismissed.

CHIEF JUSTICE

V. KAMESWAR RAO, J

JANUARY 14, 2019/*aky*