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

\+ W.P.(C) 12792/2018 & CM Nos. 49660/2018 & 49661/2018

SHABANA PARVEEN ..... Petitioner

Through: Mr Amit Nahata, Advocate.

versus

CENTRAL BANK OF INDIA ..... Respondent

Through: Mr R. S. Mathur, Advocate with Mr Sandeep Kumar, Branch Manager.

CORAM:
HON'BLE MR. JUSTICE VIBHU BAKHRU

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

% 07.12.2018

1. The learned counsel appearing for the petitioner states that despite his best efforts he has not received any instructions from the petitioner. He states that the petitioner had indicated that she would be reverting to him but he has received no information at all.

2. The petitioner has filed the present petition, *inter alia,* praying that directions be issued to restrain the respondent from evicting the petitioner from the property located at C-1/167, First Floor, Yamuna Vihar, Delhi-110053. Admittedly, the said property has been mortgaged to respondent no.1 bank (the bank) and the bank has initiated proceedings under the Securitisation and Reconstruction of Financial Assets and Enforcement of Securities Interest Act, 2002 (SARFAESI Act).

3. The petitioner had filed a petition seeking similar reliefs (W.P.(C) 3556/2018 captioned as ‘Shabana Praveen v. Central Bank of India and

Ors.'). During the course of the proceedings in the said petition, the bank was persuaded to accept a sum of ₹24 lakhs along with interest @ 18% from 30.03.2018 in addition to legal expenses, in full and final settlement of their dues. In view of the consensus between the parties, this Court had directed the petitioner to pay a sum of ₹4,97,138/- as legal expenses; plus (b) a sum of ₹24 lakhs; plus (c) interest computed at ₹72,065. This Court had also directed that a sum of ₹5,77,000/- already paid by the petitioner be deducted from the aforesaid amounts payable by the petitioner. The said payments were to be made by the petitioner within a period of four weeks from that order and the auction of the property in question, which was scheduled to take place on 21.08.2018 was directed to be deferred. This Court had also clarified that if the petitioner did not pay the amount as directed, the respondents would be at liberty to proceed in accordance with law.

4. Admittedly, the petitioner did not make the payments as agreed. Thus, the bank was free to proceed in accordance with law. The petitioner has filed the present petition explaining that there was delay in making the aforesaid payment since there was demise in her family. Although, the petitioner had no legal right to insist that the compromise entered into earlier be implemented; nonetheless, this Court had granted further time to the petitioner to pay the amounts as agreed on or before 07.12.2018.

5. Since, the petitioner has failed to pay the aforesaid amount as agreed by the bank, no relief can be granted to the petitioner in this petition.

6. The proceedings initiated by respondent no.1 are under the SARFAESI Act and it is well settled that this Court would not interfere with the said proceedings in exercise of jurisdiction under Article 226 of the

Constitution of India. More importantly, in this case, the petitioner is unable to establish any ground to fault the action taken by the bank under the SARFAESI Act.

7. The petition is, accordingly, dismissed. The pending applications are disposed of.

VIBHU BAKHRU, J

DECEMBER 07, 2018
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