

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

**CR No.4719 of 2018(O&M)
Date of Decision: 30.04.2019**

Sukhjit SinghPetitioner
Versus
M/s Kotak Mahindra Bank Ltd. and anotherRespondents

CORAM: HON'BLE MR. JUSTICE RAJ MOHAN SINGH

Present:None for the petitioner.

Mr. Atul Yadav, Advocate for
Mr. R.K. Dhiman, Advocate
for respondent No.1.

RAJ MOHAN SINGH, J.(Oral)

[1]. Petitioner has preferred this revision for issuance of necessary direction to respondent No.1 for not sending the police officials to the house of the petitioner unless and until the execution petition pending before Additional District Judge is finalized.

[2]. At the time of issuance of notice of motion on 26.07.2018, following order was passed:-

“Learned counsel for the petitioner contends that petitioner got the vehicle financed from respondent No.1. Consequently, a loan of Rs.6,48,252/- was given to the petitioner. Petitioner paid the loan instalments from 5.7.2013 to 5.3.2016 as per the schedule of loan

agreement. An amount of Rs.2,92,801/- was paid up to December, 2013. Remaining due amount was Rs.3,55,451/-. The truck in question was repossessed by respondent No.1 on 30.1.2014 without any notice to the petitioner. Thereafter, the vehicle was sold to one Manpreet Kaur for a consideration of Rs.6,71,000/-. Even Registration Certificate of the vehicle was also transferred in her name. Thereafter, respondent No.1 invoked arbitration clause in the agreement and got an ex parte award from the Arbitrator on 15.4.2014 in a sum of Rs.3,55,451/- along with interest @ 18% per annum after issuing loan recalling notice dated 28.1.2014. The objections under Section 34 of the Arbitration Act at the instance of the petitioner are pending before the competent Court, but in the meanwhile, respondent No.1 in collusion with police of Ludhiana, without informing the local police, has pressurized the petitioner in the manner as recited in para Nos. 6 and 7 of the petition.

Notice of motion for 28.9.2018 to respondent No.1 only.

In the meanwhile, coercive methods shall not be resorted to against the petitioner for realization of the amount.”

[3]. In pursuance of said order, Mr. R.K. Dhiman, Advocate appeared on behalf of respondent No.1 on 28.09.2018 and sought adjournment in order to have instructions.

[4]. Today, learned counsel appearing for respondent No.1 stated that respondent No.1 has not interfered in the

administration of justice, however in the proceedings under Section 138 of Negotiable Instruments Act, some coercive method has been resorted to against the wife of the petitioner and in that context, allegation has been made in the present revision petition.

[5]. There was no representation on behalf of the petitioner on 17.01.2019. Today, also despite two pass-overs, none has come to attend this case on behalf of the petitioner.

[6]. For the reasons recorded in the order dated 26.07.2018, I intend to dispose of this revision petition on the basis of statement made by learned counsel for respondent No.1 that the bank is not involved in any untoward action in pressurizing the petitioner to pay off the amount which is subject matter of award and execution.

[7]. In view of facts and circumstances of the case, I deem it appropriate not to grant any further indulgence in favour of the petitioner, however, respondent No.1 shall keep restraint and shall follow the prescribed procedure as per law.

[8]. Disposed of.

30.04.2019

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**(RAJ MOHAN SINGH)
JUDGE**

**Whether reasoned/speaking
Whether reportable**

**Yes/No
Yes/No**