

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

CWP No.38224 of 2018
Decided on : 28.03.2019

Kotak Mahindra Bank Ltd.

..... Petitioner

Versus

State of Punjab and ors.

..... Respondents

**CORAM : HON'BLE MR. JUSTICE AJAY KUMAR MITTAL
HON'BLE MRS. JUSTICE MANJARI NEHRU KAUL**

Present : Mr. D.K.Singla, Advocate
for the petitioner.

Mr. Pankaj Gupta, Addl. AG, Punjab.

Mr. Mukul Goyal, Advocate
for respondents No.6 and 7.

Ajay Kumar Mittal, J.

The instant writ petition has been filed under Articles 226/227 of Constitution of India for issuance of writ in the nature of Mandamus directing respondents No.2 to 5 to take appropriate steps within statutory time limit in pursuance to order dated 20.11.2017 (Annexure P-1) passed by respondent No.2 – District Magistrate, Patiala.

2. Learned counsel for the petitioner submitted that earlier respondent No.6 had approached this Court by filing CWP No.15450 of 2017 wherein vide order dated 24.07.2017 passed by this Court it was noticed that on payment of ₹ 16 lakhs, the account of the petitioner-bank would stand settled finally. It was further recorded that out of the said amount, ₹ 5 lakhs had been paid by respondent No.6 and ₹ 7.50 lakhs was

to be deposited on 01.11.2017. The balance amount of ₹ 3.50 lakhs was sought to be paid by a post dated cheque dated 30.11.2017, which was handed over to the learned counsel for the petitioner-bank and the same was required to be honoured. However, the said cheque was dishonoured. Thereafter, the borrower on 30.01.2018 approached the petitioner-bank requesting to accept ₹ 4 lakhs, which included ₹ 50,000/- as penal charges from 30.11.2017 to 30.01.2018 to show the bonafides. However, the request of the respondent was declined vide letter dated 19.02.2018 (Annexure P-14).

3. Before this Court, respondents No.6 and 7 agreed to pay ₹5 lakhs instead of the defaulted amount of ₹3.5 lakhs to establish their bonafides. Accordingly, on the last date of hearing, they prayed for time to bring the demand draft of ₹ 5 lakhs for settlement of the loan account.

4. Learned counsel for respondents No.6 and 7 have produced two demand drafts bearing No.909083 dated 25.03.2019 amounting to ₹ 1.50 lakhs and No.909089 dated 27.03.2019 amounting to ₹ 3.50 lakhs in Court to show their bonafides. The same have been handed over to learned counsel for the petitioner, who has accepted the same as full and final payment. The photocopies thereof retained on record.

5. Learned counsel for respondents No.6 and 7 submitted that some post dated cheques and title deed were handed over to the petitioner-bank as security of the loan. A prayer was made for the return of the same.

5. In view of the above, the present petition is disposed of as infructuous. However, it is directed that so far as title deed is concerned, the same shall be released by the petitioner-bank to respondents No.6 and 7

within a period of one month from the date of receipt of certified copy of this order. It is further directed that post-dated cheques, which were given by respondents No.6 and 7 as security to the petitioner-bank, shall not be presented and in case, they are available with the petitioner-bank, the same shall be handed over to respondents No.6 and 7.

(AJAY KUMAR MITTAL)
JUDGE

28.03.2019
sonia

(MANJARI NEHRU KAUL)
JUDGE

Whether speaking/reasoned:
Whether reportable :

Yes/No
Yes/No