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IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

Civil Writ Petition No. 17746 of 2021 (O&M)
Date of Decision: 09.09.2021

Anita Devi widow of Shri Ved Parkash

.... Petitioner

Versus

Dewan Housing Finance Corporation Ltd., Rohtak,
through its Manager and others

.... Respondents

CORAM: HON'BLE MR. JUSTICE JASWANT SINGH
HON'BLE MR. JUSTICE SANT PARKASH

Present: Mr. N.K. Malhotra, Advocate
for the petitioner.

[The aforesaid presence is being recorded through video conferencing since the proceedings are being conducted in virtual court]

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JASWANT SINGH, J. (ORAL)

The husband of the petitioner, namely, Shri Ved Parkash availed a housing loan amounting to ₹ 62,98,500/- on 28.02.2017 **(as per Annexure P-7)** from respondent No. 1 – Dewan Housing Finance Corporation Ltd. (DHFL), Rohtak. The term was required to be paid back by way of Equated Monthly Installments (EMIs) of ₹ 78,186/- in fifteen (15) years. He had purchased an insurance policy with a single premium of ₹ 1,49,891/- (at para-9 of the paper-book) from respondent No. 3 (DHFL Pramerica Life Insurance, Gurugram) to secure the loan amount. Unfortunately, due to critical disease, the husband of the petitioner was died on 08.07.2018, copy of death certificate is annexed as **Annexure P-1**. Thereafter, the petitioner – Anita Devi wife of late Shri Ved Parkash, being the nominee, had fulfilled the requisite formalities on the demands of respondents and respondent No. 3 – Insurance Bank assured the petitioner to pay the remaining amount. However, she received a letter by respondent to pay the housing loan amount. The petitioner got served a legal notice dated 01.05.2019 **(Annexure P-2)** upon respondent No. 3 to pay the whole amount of Policy, but not paid. The said loan account was declared as Non-Performing Asset (NPA) on 01.11.2018. A Demand Notice dated 26.07.2019 under Section 13 (2) of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (in short "the SARFAESI Act, 2002") was issued to the petitioner/co-borrower, claiming an amount of ₹ 68,40,982. Subsequently, a Possession Notice dated 27.07.2020 **(Annexure P-3)** under Section 13 (4) of the SARFAESI Act, 2002 was issued. Thereafter, the respondent-Bank had filed a petition under Section 14 of the Act, 2002 before the District Magistrate, Rohtak, for taking physical possession of the secured asset, i.e. residential house of the petitioner. The said case is stated to be fixed in the month of September 2021.

It is averred that the respondent – Bank has not issued the demand notice dated 26.07.2019 under Section 13 (2) of the SARFAESI Act, 2002, before issuing the possession notice dated 27.07.2020 **(P-3)**. It is also averred that the petitioner is ready to deposit ₹ 40 Lakhs within three months and the rest amount will be deposited as per installment as directed by the Court. The petitioner also sent a legal notice / representation dated 15.03.2021 **(Annexure P-8)** to the respondent – Bank for settlement of the loan amount within a stipulated period, which is still pending.

Present petition has been filed seeking the quashing of the aforesaid notice dated 27.07.2020 **(P-3)** under Section 13 (4) of the SARFAESI Act, 2002, as well as the petition dated 08.01.2021 **(P-5)** filed before the District Magistrate, Rohtak, **as also** directing the respondent-Bank for taking the action upon the representation dated 15.03.2021 **(P-8)** of the petitioner.

At the time of hearing, counsel for the petitioner prays for permission to withdraw the present petition with liberty to file fresh one with better particulars.

Dismissed as withdrawn with the liberty, as prayed for.

(JASWANT SINGH)
JUDGE

September 09, 2021
'dk kamra'

(SANT PARKASH)
JUDGE

Whether Speaking/reasoned	*Yes/No*
Whether Reportable	*Yes/No*