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# IN THE HIGH COURT OF PUNJAB & HARYANA
# AT CHANDIGARH

**Civil Writ Petition No. 19627 of 2021 (O&M)**
**Date of Decision: 29.09.2021**

Shri Kuldeep Singh Behl and others

.......... Petitioners

***Versus***

Punjab & Sind Bank, Guru Harsahai, District Ferozepur
through its Authorized Officer

.......... Respondent

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

Present: Mr. Aalok Jagga, Advocate
for the petitioners.

Mr. Anant Bir Singh Sidhu, Advocate
for the respondent – Bank **(on advance notice)**

*[ 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)**

Kuldeep Singh Behl (petitioner No. 1) and Pardeep Singh Behl (petitioner No. 2) are the partners of M/s. Behl Roller Flour Mills, Guru Harsahai, District Ferozepur, which had availed credit facilities from the Punjab & Sind Bank by way of a term loan of ₹ 2 Crore and Cash Credit (CC) Limit for ₹ 1.95 Crores vide sanction letter dated 14.10.2014 **(Annexure P-1)**. The two (02) loans were secured apart from the primary security by providing mortgaging nine (09) immovable properties as enumerated in **P-1** itself owned by the partners / borrowers and Smt. Mamta Rani (petitioner No. 3) and Smt. Kamlesh Rani (petitioner No. 4) as guarantors.

Present petition has been filed seeking a direction to the respondent – Bank to release tiled deeds of the aforesaid nine (09) secured assets in the aforesaid two loan accounts of M/s. Behl Roller Flour Mills on account of the said two (02) loan accounts having been liquidated on 11.05.2021 pursuant to a Settlement dated 14.01.2020, as is apparent from **Annexure P-8**.

Learned counsel for the petitioners submits that the title deeds of the aforesaid nine (09) mortgaged properties are not being released on a premise that one of the property described at **Item No. 5 of P-1** is also mortgaged in another loan account of Kuldeep Singh Behl and Gurjant Singh, as is apparent from a notice dated 04.07.2019 **(Annexure P-28)** issued under Section 13(2) of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (in short **"the Act, 2002"**). He **further** submits that the respondent – Bank, except the property at Item No. 5, has no legal right to retain the title deeds under any provision of law, however, adds that the title deeds of the property at described item No. 6 **(P-1)** stands released. By referring to **Annexure P-25**, he **also** submits that the Bank had held out that once the borrower to repay the remaining amount and clear the loans, the title deeds of the property shall be released and infact, the petitioners deposited the entire amount and the loan accounts stood closed.

Mr. Anant Bir Singh Sidhu, learned counsel for the respondent – Bank, who is on advance notice, concedes that the title deeds of property No. 6 **(P-1)** has been released, whereas property No. 5 **(P-1)** only is a mortgaged under another loan. He is unable to show any provision of law, whereby the title deeds of the remaining property at **P-1**, *qua* which the loan accounts had been cleared and closed, can be retained.

In view of the above, present petition is **allowed** with a **direction** to the respondent – Bank to release the title deeds of the remaining mortgaged properties at **P-1** (except at No. 5) within one week from today.

**( JASWANT SINGH )**
**JUDGE**

**September 29, 2021**
*'dk kamra'*

**( SANT PARKASH )**
**JUDGE**

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