

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CWP-19987-2021

Date of Decision:01.10.2021

Rajiv Bansal

...Petitioner

Versus

M/s Religare Finvest Ltd and others

...Respondents

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

Present: Mr. Atul Goyal, Advocate,
for the petitioner.

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

SANT PARKASH, J.

Through this petition filed under Article 226 of the Constitution of India, petitioner prays for setting aside order/notice dated 15.09.2021 (P-2), vide which the possession of his property was ordered to be taken.

Learned counsel submits that the petitioner purchased property bearing H.No.467, Sector-71, SAS Nagar (Mohali) from Karamjit Singh and Manpreet Kaur on 02.12.2016 by way of a registered power of attorney. He further submits that at the time of execution of the said power of attorney, petitioner was not aware that property in question stood mortgaged by said Karamjit Singh against the financial assistance availed by his company (respondent No.4) and this fact came to his knowledge only when a notice dated 15.09.2021 (P-2) under Section 14 of the SARFAESI Act, 2002 was pasted outside his house. He submits that the impugned notice is illegal and is not in accordance with law. Thus, he prays for

acceptance of the present writ petition.

We have heard the learned counsel for the petitioner and perused the case file.

Admittedly, the property in question was purchased from one Karamjit Singh and a registered power of attorney was executed in favour of the petitioner. It is further case of the petitioner that once he had paid the entire sale consideration and he is having actual and physical possession over the property in question, the respondent-Bank wrongly issued the impugned notice under Section 14 of the SARFAESI Act.

Keeping in view the facts and circumstances of the case noted above, this Court is of the view that even if what is being averred by the petitioner is accepted, the agreement of sale or the power of attorney will not confer any such right in favour of the petitioner to claim that he is the owner of the property. At best, he can seek injunction if he establishes all the ingredients for basis of his possession over the property. Moreover, disputed facts cannot be decided in the writ petition when full-fledged trial in a civil suit is required to record entire evidence.

In view of the above, the present writ petition is dismissed, being devoid of any merit.

(JASWANT SINGH)
JUDGE

(SANT PARKASH)
JUDGE

01.10.2021

mks

Whether Speaking/Reasoned: YES / NO
Whether Reportable: YES / NO