Ct. 05
Item No.34
11.08.2022
(suvendu)

**WPA 852 of 2022**

**Smt. Dorie Subba (Dhanai)**
**Vs.**
**Reserve Bank of India & Anr.**

Mr. Jaydip Kar
Mr. J. Basu Ray
Mr. S. Ghosh
.............for the petitioners

Ms. A. Rao
.........for the respondent nos. 2 & 3

The petitioner prays for a direction on the respondent nos. 2 and 3 being the Federal Bank Limited to hand over the original Title Deeds and documents relating to an immovable property to the petitioner.

According to learned counsel appearing for the petitioner, there are presently no dues which are outstanding to the Bank. Counsel relies on No Due Certificates issued by the Bank in February, 2016 and March, 2019. Counsel also submits that the terms and conditions of the compromise entered into between the petitioner and the Bank on 10th February, 2016 contain unreasonable conditions which could not be complied with by the petitioner.

Learned counsel appearing for the Bank submits that the petitioner agreed to the terms of the compromise entered into between the parties and that the only condition which awaits for release of the original documents to the petitioner is withdrawing of writ petition filed before this Court in 2015.

Upon hearing learned counsel appearing for the parties, the dispute appears to be involved on the terms and conditions of the compromise entered into between the petitioner the Bank. The petitioner admittedly has cleared all the outstanding amounts to the Bank. The only issue remains is withdrawal of WP No. 24498 (W) of 2015 which was filed by the petitioner's estranged daughter-in-law being the respondent no. 5 before the Court. The respondent no. 5 in the said writ petition sought for setting aside of the Sale Notice dated 19.08.2015. Admittedly, this particular Sale Notice was not given effect to by the Bank and was replaced by the subsequent Sale Notice of 5th November, 2015 which appears from the records before the Court. The Sale Notice of 5th November, 2015 was also made a part of the proceedings before the DRT and the DRT partly allowed the same. Therefore, the demand of the Bank with regard to the withdrawal of 2015 writ petition is clearly unreasonable.

This Court fails to understand as to how the pendency of the writ petition involving an earlier Sale Notice which was finally not given effect to continues to be of any importance to the Bank.

The other conditions of the compromise with regard to the petitioner's not challenging any SARFAESI action initiated by the Bank in any Court of law is a standard clause creating undue pressure on the other party and may hence be suitably ignored.

The basis for the Bank to hold the original deeds and documents of the petitioner only on the strength of a compromise containing unconscionable terms cannot be sustained. Whether the petitioner can prevail upon the respondent no. 5 to take steps for withdrawing the writ petition is not relevant since the Court is of the view that the Bank cannot continue to retain the documents on the basis of the compromise alone.

WPA 852 of 2022 is accordingly allowed and disposed of with a direction on the respondent Bank to hand over the original Title Deeds and the papers and documents relating to the immovable property of the petitioner within a period of seven days from today.

(**Moushumi Bhattacharya, J.**)