30.8.2022
Sl.No.7
sn

WPA 19284 of 2022

Yasmin Khatun & Ors.
Vs.
The State of West Bengal & Ors.

Mr. Sibaji Kumar Das
Ms. Ankita Das Chakraborty
Mr. S. Mukherjee
Ms. Rupsa Sreemani
..for the petitioners
Mr. Srijan Nayak
Ms. Rituparna Maitra
..for the State

Mr. Malay Kumar Roy
..for the respdts.2-4

The petitioners are the legal heirs of the borrower. The borrower expired. The loan amount was not paid. The bank decided to sell the property, mortgaged to it, by public auction. Admittedly, the borrower had failed to pay back the loan amount along with the interest. The petitioners have challenged the sale notice, by pointing out procedural defects.

Instead of going into the question of the procedural defects at this stage, the court deems it fit to make an arrangement for payment of the dues. The law provides that the borrower or any person representing the borrower, can pay the loan amount due, both before and after the sale. As a consequence of such payment, the sale can be either abandoned or set aside. Thus an opportunity must be given to the petitioners to pay up the dues. They may show their bonafide by repaying the loan, in instalments. The correctness of the calculation made by the bank, has not been gone into.

It is submitted by the learned advocate for the bank that around Rs.11,39,000/- is due and payable till date.

The petitioners shall deposits Rs. 4 lakhs with the bank within September 20, 2022. The petitioners are at liberty to approach the bank for determination of the remaining amount to be paid and also make a counter offer.

The bank shall indicate the total amount after receipt of the proposal from the petitioners and such amount shall be paid in easy monthly instalment, as may be suggested by the bank. Fraction, if any, will be paid with the last instalment.

First of such instalment shall be paid within December 1, 2022 and thereafter month by month within the first day of every succeeding month, till the entire amount payable to the bank, is exhausted.

In default of the payment of amount as stated hereinabove or any of the instalments, the bank shall be at liberty to take steps in accordance with law.

This writ petition is disposed of.

There will be, however, no order as to costs.

The impugned sale notice is hereby set aside and quashed.

All parties are to act on the basis of the server copy of this order.

All parties are to act on the basis of the learned advocate's communication.

(Shampa Sarkar, J.)