IN THE HIGH COURT OF ORISSA AT CUTTACK
W.P.(C) No. 372 of 2022

Samanta Monalisha Dhir	....	***Petitioner***
		Mr. Bikram Chandra Gadhei, Advocate

-versus-

Branch Manager, ICICI Bank, Mahanadi Vihar Branch & Another	....	***Opposite Parties***
		Mr. Rama Chandra Panigrahi, Advocate for Bank

CORAM:
JUSTICE JASWANT SINGH
JUSTICE M.S. RAMAN

ORDER (Oral)

Order No. **05.05.2022**

04. **1.** This matter is taken up by virtual/physical mode.

2. The Petitioner is a defaulting borrower of housing loan raised for a sum of Rs.22.00 lakhs on 5th June, 2019. On the willingness to deposit the sums towards overdue amount, this Court had issued notice vide order dated 23rd February, 2022, which reads as under:-

> **"xxx xxx xxx xxx**
>
> **2.** The Petitioner is a defaulter in payment of installments, housing loan raised for a sum of Rs.21 lakhs on 5th June, 2019, since three months prior to the loan account being declared as NPA on 6th March, 2021. After the issue of demand notice on 6th July, 2021 under Section 13 (2) of the SARFAESI Act, 2002, the symbolic

> possession was assumed on 3rd December, 2021 under Section 13(4) of the SARFAESI Act, 2002.
>
> **3.** It is contended that the loan was required to be cleared in 14 years by regular payment of EMIs @ Rs.22,066/- The Petitioner to save her residential house, is praying for grant of some reasonable time to clear the amounts overdue and thereby regularize the account."
>
> **4.** Issue notice for 25th March, 2022. Notice be issued to the Opposite Parties by Speed post with A.D. Requisites for issuance of notice shall be filed within three working days.
>
> **5.** Let the Petitioner deposit 50% of the amounts overdue before the next date, to be kept in no lien account and an undertaking also filed for clearing the entire amounts overdue as on 31st Mary, 2022 within next three months from 25th March, 2022."

3. On the next date i.e. 6th April, 2022, it was pointed out that the interim direction qua deposit was not complied with.

4. At the time of hearing resumed today, counsel for the Bank states that except some part payments, the interim order has not been fully complied with.

Counsel for the Petitioner concedes that only a sum of Rs.1,50,000/- has been deposited till today for regularizing the account. He submits that some more time be granted for depositing the amounts due till July, 2022.

5. In response, counsel for the Bank states that the Bank would not take any further coercive action in case the Petitioner either clears the total outstanding liability or deposits by 30th June, 2022, the amount that would be overdue till July, 2022 in equated installments for upgrading the account.

The said proposal is accepted by counsel for the Petitioner. He states that a sum of Rs.1.00 lakh shall be paid by 31st May, 2022 and the remaining balance due till July, 2022 by 30th June, 2022 for regularizing the loan account.

6. In view of the aforesaid agreed stands, the writ petition is disposed of.

7. It is clarified that in case the needful is not done by 30th June, 2022, the Bank would be free to proceed in accordance with the law for recovering of its outstanding liability.

(Jaswant Singh)
Judge

(M.S. Raman)
Judge

Laxmikant May 5, 2022 Cuttack