IN THE HIGH COURT OF ORISSA AT CUTTACK

W.P.(C) No.5344 of 2022

Gajendra Kumar Gahana .... ***Petitioner***

Mr. J.K. Lenka, Advocate

-versus-

Authorized Officer, The Urban Co-operative Bank Ltd., Cuttack and another .... ***Opp. Parties***

Mr. Asish Mishra, Advocate for the Bank

CORAM:
JUSTICE JASWANT SINGH
JUSTICE M.S. RAMAN

ORDER (Oral)

Order No. **06.05.2022**

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

2. The petitioner had availed a house building loan for a sum of Rs.10 lakhs for a period of ten years from the Urban Co-operative Bank, Jajpur Road Branch on 2nd May, 2008. He availed another business loan for a sum of Rs. 5 lakhs for a period of ten years on 21st July, 2009 from the same Branch.

3. Due to financial indiscipline both loan accounts are declared NPA on 30.04.2010. The demand notice under Section 13(2) was issued on 09th January, 2013 recalling the outstanding liability of Rs.12,40,000/- (approximately). Subsequently, symbolic possession was assumed by issuance of notice under Section 13(4) of the SARFAESI Act, 2002 on 28th June, 2013.

4. The recovery process has led to the issuance of the auction sale notice dated 16th January, 2022 fixing the auction sale of the Secured Asset on 23.03.2022.

5. By filing the present writ petition, the defaulting borrower has laid challenge to the aforesaid sale notice.

Upon notice, the learned counsel for the Bank had stated that upon waiver of the penal interest, the outstanding liability in both the accounts was roughly Rs.25 lakhs. It was further stated that the auction fixed for the aforesaid date had failed for lack of intending bidders. It also emerges that in compliance of the interim directions passed by this Court, the petitioner has deposited a sum of Rs.15 lakhs as on today.

6. Learned counsel for the petitioner submits that his clients would deposit the remaining balance including interest and other expenses as to be intimated by the Bank within next three months from today in equated monthly installments, failing which the Bank be permitted to proceed in accordance with law.

7. The proposal of the learned counsel for the petitioner is accepted by the Bank and states that he has no objection if the instant writ petition is disposed of in terms of the same.

8. In view of the aforesaid agreed stands the present writ petition is disposed of with the direction to the petitioner to pay the remaining balance including interest and other charges, as to be intimated by the Bank by 30.11.2022 in three equated monthly installments from 01.06.2022 till 31.08.2022.

(Jaswant Singh)
Judge

(M. S. Raman)
Judge

Basudev

May 6th, 2022
Cuttack