

IN THE HIGH COURT OF ORISSA AT CUTTACK

WP(C) No.39413 of 2021

Minati Barik and Others* *Petitioners

Mr. Sarat Chandra Dash, Advocate

-versus-

***The Authorized Officer, Bank Opposite Parties
of India, Zonal Office
Bhubaneswar Zone,
Bhubaneswar and Others***

Mr. G. D. Kar, Advocate for Bank

**CORAM:
JUSTICE JASWANT SINGH
JUSTICE M. S. RAMAN**

**ORDER (ORAL)
17.03.2022**

Order No.

- 05.** 1. This matter is taken up by virtual/physical mode.
2. The brief facts of the case are that the Petitioner No. 1 & 2 i.e. Minati Barik and Amiya Barik jointly availed a housing loan of Rs.42,00,000/- from the Opposite Party No. 2 i.e. Branch Manager, Bank of India, AIIMS Bhubaneswar Branch on 23.12.2013 vide account No. 557875110000002 by mortgaging property at Khata no. 184/139, Plot No. 185/513/85, Mouza-Bhubaneswar Sahara, Unit No.-18, Paika Nagar, Bhubaneswar, Khordha. The Petitioner No.-3 i.e. Akshaya Kumar Barik stood as guarantor to the above loan.
3. The Petitioners were able to pay the monthly installments regularly for a period of five years. However, they started defaulting from the year 2018 and consequently, the Opposite Party No. 1 i.e. Authorized Officer, Bank of India, Zonal Office, Jaydev Bihar, Bhubaneswar declared the account as NPA on 30.06.2019. Further, on 12.05.2021, the OP No. 1 offered an OTS to the

Petitioners under Bank's Sanjeevani scheme whereby they were asked to pay an amount of Rs.27,29,500/- to settle the dues.

4. Meanwhile, due to non-response of the Petitioners to the above proposal by bank, the OP No. 1 issued a notice under Section 13(2) of SARFAESI Act, 2002 on 12.08.2021. The Petitioners raised objection to the said notice under Section 13(3) of SARFAESI Act, 2002 on 14.10.2021. Further, possession of the mortgaged property was taken on 25.10.2021 vide a notice under Section 13(4) of SARFAESI Act, 2002.

5. The Petitioner on 03.11.2021 submitted an OTS proposal to the Opposite Parties-Bank which was similar to the OTS dated 12.05.2021 offered by Bank. The Bank vide letter dated 26.11.2021 replied that the OTS offer letter dated 12.05.2021 was limited period offer and the constitution of securitization proceedings on 12.08.2021 has led to the automatic revocation of the OTS offer dated 12.05.2021.

6. On 13.11.2021, the OP No. 1 made advertisement for E-Auction of property on 22.12.2021. On aggrieved by the said sale notice, the Petitioner has approached this Court with a prayer to quash the E-Auction Advertisement, demand notice dated 12.08.2021 under Section 13(2) of SARFAESI Act, 2002, possession notice dated 25.10.2021 under Section 13(4) of SARFAESI Act, 2002 and to direct the Opposite Parties-Bank to consider the OTS proposal dated 03.11.2021.

7. During the course of hearing on 16.03.2022, the Petitioners have filed an affidavit stating that they have

complied with the order of this Court dated 21.12.2021 and deposited the required amount under the OTS proposal dated 12.05.2021.

8. In view of the above settlement of dues, the present Writ Petition stands disposed of as infructuous.

**(Jaswant Singh)
Judge**

**(M. S. Raman)
Judge**

March 17th 2022
Cuttack

