



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 07.06.2022

CORAM:

**THE HONOURABLE MR.JUSTICE S.S. SUNDAR
and
THE HONOURABLE MRS.JUSTICE S.SRIMATHY**

W.P. (MD) .No.9206 of 2022
and
W.M.P (MD)No.6570 and 6572 of 2022

K.Uma Maheswari .. Petitioner

Vs.

1.The Debts Recovery Tribunal,
IV, Floor, Kalyani Tower,
Melur Road,
Madurai.

2.The Authorized Officer,
City Union Bank Limited,
Credit Recovery and Management Department,
"NARAYANA" Administrative Office,
No.24-B, Gandhi Nagar,
Kumbakonam-612 001.

3.The Branch Manager,
City Union Bank Limited,
TVS Nagar Branch,
No.2, Lakshmi Street,
Near TVS School,
TVS Nagar, Madurai.

..Respondents

Prayer: Writ Petition filed under Article 26 of the Constitution of India, for the issuance of Writ of Certiorari, calling for the records pertaining to the impugned Auction Sale Notice issued by the 2nd respondent dated 13.04.2022, fixing the date of sale on 27.05.2022 and quash the same.

For Petitioner : Mr.D.Stanley David

For R1 : Mr.V.Malaiyendiran

For R2&R3 : Mr.N.Dilipkumar



ORDER

(Order of the Court was made by S.S.SUNDAR.J.,)

This Writ Petition is filed to quash the impugned Auction Sale Notice issued by the second respondent, dated 13.04.2022, fixing the date of sale on 27.05.2022.

2.This Court, while entertaining the writ petition, gave an opportunity to avail the benefit of one time settlement to the petitioner and also granted interim order to the effect the the respondent shall not proceed with the sale, if the petitioner pays a sum of Rs.60,00,000/- (which is an amount agreed by the petitioner to pay as per one time settlement).

3.Though this Court passed an order on 05.05.2022 and time was granted to the petitioner till 27.05.2022, it is represented that the petitioner did not comply with the said condition and instead has filed another application for extension of time to pay the amount. It is admitted that the petitioner has paid only a sum of Rs.10,00,000/-.

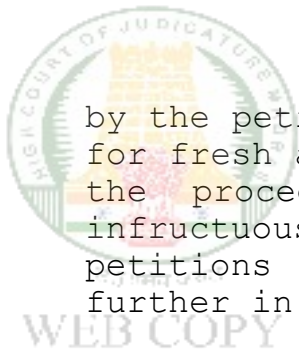
4.It is seen that the petitioner was given an opportunity to avail the benefit of one time settlement by paying a sum of Rs.70,00,000/-. It is admitted that he had paid a sum of Rs.10,00,000/-, out of the total amount of Rs.70,00,000/-(OTS).

5.Considering the peculiar facts and circumstances of the case, even though an interim order was granted on 05.05.2022 on condition that the petitioner shall pay 50% of Rs.60,00,000/- due as per one time settlement, after specifically observing that one time settlement had been over and OTS cannot be enforced. It is now admitted that the petitioner paid only a sum of Rs.8.25 lakhs out of Rs.30,00,000/- as per undertaking given by the petitioner before this Court.

6.By virtue of the interim order, the petitioner was granted time till 27.05.2022 and hence, the respondents could not proceed with the auction, which was originally scheduled to be held on 27.05.2022.

7.In view of the subsequent events, this Court is of the view that giving further time to the petitioner may not yield any result and it will not be in the interest of the bank or the petitioner to extend the time for making further payment, as the petitioner has no concrete proposal, as on date.

8.In the said circumstances, this Court is unable to grant any relief to the petitioner especially when the relief prayed for



by the petitioner became infructuous and the respondents will now go for fresh auction, after issuing appropriate notice and by following the procedure. Therefore, the writ petition is dismissed as infructuous. No costs. Consequently, connected miscellaneous petitions are closed. No costs. It is open to the Bank to proceed further in accordance with law.

Sd/-

Assistant Registrar(CS-I)

// True Copy //

/ /2022

Sub Assistant Registrar(CS)

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To

1.The Debts Recovery Tribunal,
IV, Floor, Kalyani Tower,
Melur Road,
Madurai.

+1 CC to M/s.N.DILIPKUMAR, Advocate (SR-24678[F] dated 08/06/2022)

W.P.(MD).No.9206 of 2022

and

W.M.P(MD)No.6570 and 6572 of 2022

07.06.2022

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SJ(CO)

TR(21.06.2022) 3P 3C