Ct. 05
Item No.12
24.02.2023
(Suvendu)

WPA 3440 of 2023

Tamal Dutta
Vs.
State Bank of India and Ors.

Mr. Soumyen Dutta
Mr. Arup Chatterjee
Ms. Priti Jain
.........for the petitioner

Mr. Anirban Pramanick
Ms. Subhasree Dey
Ms. R. Kundu
......for the respondent nos. 1-3

Mr. Indrajeet Dasgupta
Ms. Puspita Bhowmick
......for the respondent no.4

The petitioner has come before this Court for a direction on the respondent State Bank of India to withdraw its decision to cancel the sale of a property in favour of the petitioner and to withdraw the decision to forfeit Rs. 38,66,000/- deposited by the petitioner.

Learned counsel appearing for the petitioner submits that the petitioner paid the earnest money of Rs. 4,86,400/- to the Bank in terms of the conditions of sale which was uploaded on the website of SBI. The petitioner however did not pay the balance amount as the petitioner found certain discrepancies on enquiry between the property which was advertised to be sold and the actual status of the property.

Learned counsel appearing for the SBI places the terms and conditions of sale to contend that the petitioner was to deposit the balance amount for purchasing the property within a certain time frame which the petitioner failed to do. The Bank agreed to extend the time limit for the petitioner to make the payment despite which the petitioner failed in his payment obligation compelling the Bank to announce the sale of the property on 28th February, 2023.

Upon considering the documents placed before the Court, it is admitted that the petitioner put in the earnest money of Rs. 4,86,400/- being 10% of the sale price with the Bank within the agreed time period. The petitioner however is required to pay the entire quantum of the balance amount in compliance of Clause 8 of the Terms. The petitioner made total payment approximately of Rs. 38 lakhs till date. The petitioner failed to take inspection of the immovable asset on the designated date under Clause 12 of the Terms.

Since the petitioner has raised issues with regard to the discrepancies of the property scheduled to be sold to the petitioner, this Court is of the view that the petitioner should be permitted to participate in the sale scheduled for 28th February, 2023. The substantial amount of money of Rs. 38 lakhs deposited by the petitioner should be taken into consideration by the Bank. If the petitioner does not succeed in the sale on 28th February, 2023, the Bank shall return the amount which has been appropriated to the petitioner within one week from the date of conclusion of the sale.

WPA 3440 of 2023 is disposed of in terms of the above.

Urgent photostat certified copy of this order, if applied for, be given to the parties on usual undertakings.

(**Moushumi Bhattacharya, J.**)