



W.P.(MD) No.13394 of 2023

WEB COPY BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 08.06.2023

CORAM:

**THE HONOURABLE MR.JUSTICE R.SUBRAMANIAN
AND
THE HONOURABLE MRS.JUSTICE L.VICTORIA GOWRI**

**W.P.(MD) No.13394 of 2023
and
W.M.P.(MD) Nos.11298 and 11300 of 2023**

Santhamani

... Petitioner

-VS-

1. The Banking Ombudsman,
Reserve Bank of India Building,
No.16, Rajaji Road, Chennai - 600 009.
2. The Authorized Officer,
Regional Office, Canara Bank, Dindigul,
Dindigul District.

... Respondents

PRAYER: Petition filed under Article 226 of the Constitution of India, to issue a Writ of Certiorarified Mandamus to call for the records relating to the 2nd respondents impugned E-Auction Sale Notice Under Section 8 (6) of



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Securitization and Reconstruction of the Financial Assets and Enforcement of Security Interest Act, 2002 which was published in Daily Thanthi Newspapers dated 25.05.2023 and quash the Sl.No.8, 2nd Schedule Property of impugned E-Auction sale notice dated 25.05.2023 as illegal, arbitrary consequently direct the 2nd respondent to provide 3 months time extension to the petitioner for payment of balance amount Rs.55,65,000/- of the sale proceeds within the time limit as prescribed by this Court.

For Petitioner : Mr.A.D.Ganeshamoorthi

For Respondents : Mr.Pethu Rajesh
Standing Counsel for R2

ORDER

[Order of the Court was made by R.SUBRAMANIAN, J.]

In view of the fact that the Debts Recovery Tribunal, Madurai, is not manned, we are entertaining this writ petition.

2. Mr.Pethu Rajesh, learned Standing Counsel, takes notice for the respondent – Bank.



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3. With the consent of both sides, this writ petition is taken up for final hearing at the admission stage itself.

4. The petitioner's challenge is to the sale notice issued by the respondent – bank, by the earlier auction purchaser who had defaulted in payment of the balance amount.

5. Though the learned counsel for the petitioner would sincerely plea that the petitioner would be able to pay the balance amount if some time is granted, we are unable to entertain the request in view of the specific language of Rule 9(4) of the Security Interest (Enforcement) Rules, 2002, which reads as follows:-

*“The balance amount of purchase price payable shall be paid by the purchaser to the authorised officer on or before the fifteenth day of confirmation of sale of the immovable property or such extended period [as may be agreed upon in writing between the purchaser and the secured creditor, in any case **not exceeding three months**].”*



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6. In view of the above statutory provision, we see no merits in the writ petition. The writ petition fails and it is accordingly dismissed. No costs. Consequently, connected miscellaneous petitions are closed.

[R.S.M., J.]

[L.V.G., J.]

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NCC : No
Index : No
Internet : Yes
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