



W.P.(MD)No.25931 of 2023

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 26.10.2023

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CORAM:

THE HONOURABLE MR.JUSTICE G.R.SWAMINATHAN

and

THE HONOURABLE MR.JUSTICE P.DHANABAL

W.P.(MD)No.25931 of 2023

and

W.M.P.(MD)No.22281 of 2023

R.Rajeswari

: Petitioner

Vs.

1.The Authorized Officer,
Canara Bank,
Tallakulam Branch,
Madurai.

2.The Chief Manager,
Canara Bank,
Tallakulam Branch,
Madurai.

: Respondents

PRAYER: Writ Petition filed under Article 226 of the Constitution of India, praying for a Writ of Certiorarified Mandamus, to call for the impugned records of proceeding in S.A.248 of 2023 dated 13.10.2023 passed by the Debts Recovery Tribunal, Madurai and



W.P.(MD)No.25931 of 2023

quash the same as illegal and further direct the respondents to receive the entire of 2nd instalment balance amount from the petitioner within a stipulated time fixed by this Court.

For Petitioner : Mr.K.R.Badurus Zaman

For Respondents : Mr.C.Deepak

ORDER

Heard both sides.

2.The petitioner had availed loan from the respondent Bank. She committed default. Hence, SARFAESI proceedings were initiated. The petitioner filed S.A.No.248 of 2023 before the Debts Recovery Tribunal, Madurai. The Tribunal granted interim order subject to the following condition:

"Hence, Ad Interim Stay is granted not to confirm the sale till 14.09.2023, with respect to the Petition Schedule Mentioned Property, against the Respondents, if the sale is so held, subject to payment of Rs.21,74,000/- directly to the 2nd Respondent Bank on or before 14.08.2023 as 1st instalment and another sum of Rs.21,74,000/- directly to the 2nd Respondent Bank on or before 13.09.2023 as 2nd instalment."

3.The petitioner partly complied with the condition by paying the first instalment. She however, could not clear the second



instalment. She therefore filed I.A.No.1903/2023 seeking extension of time. Extension of time was granted subject to the following condition:

“In view of the foregoing reasons, this petition stands allowed and extension of time is granted subject to the payment of Rs.2.00 Lakhs out of Rs.21,74,000/- (2nd Installment) directly to the 2nd Respondent Bank on or before 29.09.2023 and the remaining amount of 2nd Instalment ie., Rs. 19,74,000/- is to be paid directly to the 2nd Respondent Bank on or before 13.10.2023, failing which the default clause contained in the Ad Interim Stay order in IA No.1212 of 2023 on 14.07.2023 shall come into operation automatically. Call on 14.10.2023.”

4.The petitioner could pay only a sum of Rs.2 Lakhs and she could not pay the remaining amount. That led to the dismissal of the I.A. filed for extension of time. Challenging the same, the present Writ Petition came to be filed .

5.Since the petitioner had shown her *bona fide*, we are inclined to pass the following order:

a) The petitioner shall pay a sum of Rs.5 Lakhs on or before **31.10.2023**.



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W.P.(MD)No.25931 of 2023

b) The balance amount as quantified by the respondent Bank shall be paid by the petitioner in three equal monthly instalments. The first instalment shall commence on **01.12.2023**. If there is default in complying with these directions, the benefit granted now will stand vacated automatically.

6.Accordingly, this Writ Petition is disposed of. There shall be no order as to costs. Consequently, the connected miscellaneous petition is closed.

[G.R.S.,J.] & [P.D.B.,J.]
26.10.2023

Neutral Citation : Yes/No

Index : Yes/No

Internet : Yes/No

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W.P.(MD)No.25931 of 2023

G.R.SWAMINATHAN, J.
and
P.DHANABAL, J.

MR

ORDER MADE IN
W.P.(MD)No.25931 of 2023

26.10.2023