IN THE HIGH COURT OF JUDICATURE AT PATNA

Letters Patent Appeal No.539 of 2021

In

Civil Writ Jurisdiction Case No.14643 of 2021

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Satyendra Narayan Singh Son of Late Bharat Prasad Singh, Resident of Road No. 5B, House No. 46, Indrapuri, Police Station - Patliputra, District - Patna - 800024.

... ... Appellant/s

Versus

1. The General Manager, Union Bank of India Zonal Office, Nashemen Bhawan, 1st Floor, Mahahrul Haque Path, Frazer Road, Patna.
2. The Authorised Officer, Union Bank of India, Nashemen Bhawan, 1st Floor, Mahahrul Haque Path, Frazer Road, Patna.
3. The Branch Manager, Union Bank of India, Branch Raja Bazar, Patna - 14.

... ... Respondent/s

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Appearance :

For the Appellant/s : Mr. Kundan Kumar Sinha, Advocate

For the Respondent/s : Mr. Shivendra Kumar Roy, Advocate

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CORAM: HONOURABLE THE CHIEF JUSTICE
and
HONOURABLE MR. JUSTICE PARTHA SARTHY

ORAL ORDER

(Per: HONOURABLE THE CHIEF JUSTICE)

12 25-07-2024 The challenge is against an order on consent. The learned counsel for the petitioner; when the matter was taken up by the learned Single Judge sought only liberty to approach the Debt Recovery Tribunal, Patna for appropriate reliefs but also pleaded for some interim protection in the meanwhile.

2. The respondent-Bank submitted before Court that the proceedings under the SARFAESI Act had commenced and the property was put up for sale on the very next date.

3. The learned Single Judge noticing the submission of the learned counsel for the petitioner rejected the writ petition

as, not pressed, with liberty granted to the petitioner to approach the DRT, Patna for redressal of his grievances. As an interim protection measure, the learned Single Judge also directed; especially taking into consideration the prevailing Covid-19 pandemic situation, that the sale certificate of the property, if the auction sale fructifies, shall be kept pending for a period of two weeks.

4. It is admitted by the learned counsel for the appellant that an application has been filed before the DRT, Patna. The learned counsel for the Bank however submits that such an application has not been filed. The sale did not go through since no bidders turned up, is also the submission of the respondent-Bank and it is still alive.

5. The learned counsel for the appellant submits that the appellant is an Advocate, who was a guarantor and he has paid considerable amounts and he is also ready to pay the interest till 2020. Only since the Bank has not sold the property till now, we direct the Bank to compute the interest as on date and inform the appellant about the defaulted amounts for complete satisfaction of the debt due to the Bank.

6. We make it clear that we have not accepted the undertaking of the appellant that he would make payment of

interest upto 2020. We cannot accept it because the interest remains running in the account, in which there is admittedly a default. As far as the guarantor's liability is concerned, it is joint and several and he cannot put forth a limited undertaking before us. As far as the petitioner being an Advocate, even the learned Counsel for the appellant concedes that it is irrelevant, in so far as consideration of a claim of satisfaction of debt to a Bank; where the Advocate has willingly and voluntarily signed a guarantee agreement.

7. We further make it clear that the computation of the amounts should be done by the Bank, if possible within two weeks and communicated to the appellant by registered post. If the appellant agrees, the appellant can satisfy the amounts and give an undertaking before the Bank as to the time to make the payment and the Bank can decide on the amounts, as also the time within which the payment has to be made, which has to be scrupulously followed by the appellant.

8. The appeal would stand rejected with the above observations.

(K. Vinod Chandran, CJ)

(Partha Sarthy, J)

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