



IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH

239

CWP-16608-2023 (O&M)
Date of decision: 28.11.2024

Praveen Bisht

...Petitioner

VERSUS

Indusind Bank Limited and another

...Respondents

CORAM : HON'BLE MR. JUSTICE VINOD S. BHARDWAJ

Present :- Mr. Pardeep Kumar Kapila, Advocate for the petitioner.

Mr. Amarjit Singh Virk, Advocate for respondent No.1.

Mr. Gaurav Goel, Addl. Standing Counsel,
for respondent No.2.

VINOD S. BHARDWAJ, J. (Oral)

The petitioner has approached this Court for seeking quashing of 1st Pre-sale notice dated 17.07.2023 as well as 2nd Pre-sale notice dated 25.07.2023.

When, the matter came up for hearing before this Court on 03.08.2023, the following order was passed:-

“Learned counsel appearing on behalf of the petitioner, inter alia, contends that as per communication dated, the outstanding defaulted amount as on 31.05.2023 against the account of the petitioner was Rs.360,618/-. He further contends that the petitioner could not deposit the amount on



account of the then existing circumstances and thus committed a default. In order to show his bona fide, he has brought a demand draft of Rs.2,00,000/- in favour of INDUSIND Bank Ltd. Loan A/C PCC00579D bearing No.814962 dated 02.08.2023. He submits that the above demand draft shall be deposited with the respondent Bank in the aforesaid loan account within a period of 24 hours. He further undertakes to clear the remaining overdue amount within a period of 03 months along with delayed payment interest and regular payment of the recurring equated monthly installments. It is further undertaken that in the event, if any, default committed by the petitioner of the undertaking given today in the Court, he shall be liable to surrender the possession of the vehicle with the respondent Bank within three days.

Notice of motion returnable for 18.01.2024.

Notice re: stay as well.

In the meanwhile, the respondent bank shall release the seized truck of the petitioner bearing registration No.CH-01-TB-3272 on deposit of the above said amount subject to final outcome of the writ petition and compliance of the above undertaking.”

Learned counsel appearing on behalf of respondent No.1 contends that the petitioner has not complied with his undertaking and that



the overdue amount alongwith the interest has not been cleared and even thereafter, various monthly installments have not been paid..

Since the petitioner is in default of undertaking given before this Court, I do not find that the petition deserves any indulgence of this Court, the present petition is accordingly **dismissed**.

(VINOD S. BHARDWAJ)
JUDGE

28.11.2024
Mangal Singh

Whether speaking/reasoned : Yes/No
Whether reportable : Yes/No