

IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH.

276

CWP-19503-2024 (O&M).
Date of Decision: 10.09.2024.

Keshav Dutt
VERSUS
....Petitioner.

District Magistrate, Palwal and another
....Respondents.

CORAM : HON'BLE MR. JUSTICE ANUPINDER SINGH GREWAL
HON'BLE MS. JUSTICE LAPITA BANERJI

Present: Mr. Nitin Sansanwal, Advocate for the petitioner.
Mr. Anant Kataria, Deputy Advocate General, Haryana.
Mr. Harsh Chopra, Advocate for respondent No.2.

ANUPINDER SINGH GREWAL, J. (Oral)

This Court had passed the following order on 27.08.2024:-

“Learned counsel for the petitioner submits that the petitioner had taken a loan for a sum of Rs.12,48,161/- in the year 2017. He had entered into a One Time Settlement with the respondent-Bank on 29.07.2019 for a sum of Rs.10 lakh. The petitioner had paid a sum of Rs.6 lakh by 30.11.2019, the date stipulated for making entire payment. He, however, could not pay a sum of Rs.4 lakh due to financial difficulty but he had paid the same by February 2020. The respondent-Bank had preferred an execution petition which was dismissed as withdrawn by it on 17.05.2023 after a statement was made that the decree holder did not want to proceed with the execution petition.

Issue notice to the respondents.

At the asking of the Court, Mr. Anant Kataria, DAG, Haryana accepts notice on behalf of respondent No.1 and Mr. Harsh Chopra, Advocate accepts notice on behalf of the respondent No.2-Bank and pray for time to seek instructions.

List on 28.08.2024.

A statement was made on behalf of the respondent-Bank on 04.09.2023 before the Consumer Forum that no amount is due against the petitioner and on the basis of such statement the Consumer complaint made by the petitioner was withdrawn. He, however, submits that despite the petitioner having paid the entire amount and the respondent-Bank having accepted the same by their conduct as well as the statements before other fora, the respondent-Bank has issued a notice under Section 13 (2) of the SARFAESI Act for a sum of Rs.21 lakh in July 2023. The respondent-Bank is trying to extort money from the petitioner in utter violation of the law. The respondent-Bank is intending to take possession of the premises and notice under Section 14 of the SARFAESI Act has been issued by the District Magistrate for 29.08.2024.

The Regional Head of respondent No.2 shall file an affidavit in reply.”

2. Learned counsel for respondent No.2 has filed an affidavit by National Legal Manager. He upon instructions submits that even though the dues of the petitioner are over Rs.27 Lakhs, but in the event of the petitioner depositing a sum of Rs.8,73,000/- within a period of four months from date, in full and final settlement of his dues, respondent No.2 shall accept the same and shall not take any coercive steps against the petitioners.

3. Learned counsel for the petitioner submits that the petitioner shall deposit a sum of Rs.8,73,000/- in four equal monthly installments of Rs.2,18,250/- each. The first installment shall be paid by 30th of September, 2024 and the other installments would be paid on the last date of each of the

following month.

4. We are of the considered view that the stand of respondent No.2 appears to be reasonable. The petitioner has also agreed to pay the amount.

5. The petition stands disposed of with afore-noted terms. The respondents shall not take any coercive steps against the petitioner for the period of four months. In the event of the petitioner not complying with the afore-noted terms, respondent No.2 will be at liberty to initiate action in accordance with law.

Pending application(s), if any, also stand disposed of.

(ANUPINDER SINGH GREWAL)
JUDGE

(LAPITA BANERJI)
JUDGE

10.09.2024
jitender

Whether speaking/ reasoned : Yes/ No
Whether Reportable : Yes/ No