IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

2024:PHHC:006477-DB

(221) **CWP-27640-2019(O&M)**

Date of Decision: 18.01.2024

Santosh Rani --Petitioner

Versus

Indian Overseas Bank --Respondent

CORAM:- HON'BLE MRS. JUSTICE LISA GILL.
HON'BLE MRS. JUSTICE AMARJOT BHATTI.

Present:- Mr. Anoop Verma, Advocate for petitioner.

Mr. Aditya Dassaur, Advocate for respondent-Bank.

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LISA GILL.J (Oral)

Prayer in this writ petition is for setting aside notice dated 12.09.2019 (Annexure P-14) issued by Tehsildar-cum-Executive Magistrate, Ludhiana pursuant to order dated 05.06.2018 passed by District Magistrate, Ludhiana under Section 14 of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act (for short SARFAESI Act) alleged to be in utter violation of applicable provisions. It is further pleaded that petitioner is ready and willing to settle the matter with the respondent-Bank.

2. Availing of credit facility from the respondent-Bank besides subsequent financial indiscipline is a matter of record and not in dispute. It is informed that debt in question has subsequently been assigned to Reliance ARC. A counsel had appeared on behalf of said firm on 18.10.2023 seeking permission to file necessary application for impleadment. No such application has been filed. However, learned counsel for petitioner submits that efforts for settlement with the subsequent assignee of debt are underway and proposal for settlement of dues for a sum of Rs.28,00,000/- has principally been agreed upon.

3. Learned counsel for respondent-Bank affirms and verifies that debt in question has been assigned to Reliance ARC.

4. Be that as it may, in the given factual matrix, we do not find any ground for continuation of present proceedings. In so far as grievances raised in respect of proceedings initiated against the petitioner under SARFAESI Act are concerned, petitioner has specific remedies provided under the Act itself. No interference is called for by this Court in exercise of jurisdiction under Article 226 of Constitution of India, at this stage. Gainful reference in this regard can be made to the judgements of Hon'ble the Supreme Court in ***Union Bank of India v. Satyawati Tandon and others, 2010(8) SCC 110; Varimadugu Obi Reddy v. B. Sreenivasulu and others, 2023(1) R.C.R.(Civil) 34 and M/s South Indian bank Ltd. and others v. Naveen Mathew Philip and another, 2023(2) RCR (Civil) 771.*** Plea raised by counsel for petitioner that matter should be kept pending till the settlement is finalized, is not tenable as parties are always at liberty to arrive at any mutually settlement, irrespective of pendency or otherwise of present writ petition.

5. At this stage, learned counsel for petitioner submits that interim order in favour of petitioner be directed to continue till final decision by concerned Tribunal where petitioner may file/initiate appropriate proceedings.

6. This writ petition is accordingly disposed of with liberty to the petitioner to avail statutory remedies as may be available to her in accordance with law.

7. Keeping in view the fact that this writ petition has remained pending before this Court with interim order being granted on

26.09.2019, it is directed that the same shall enure for period of twenty (20) days from the date of receipt of certified copy of order to enable petitioner to file appropriate petition/application before the concerned Tribunal/Forum alongwith requisite application(s) seeking exclusion of period of delay/for interim relief. It is made clear that this interim order shall not enure beyond the period of said twenty (20) working days in the absence of an order passed by appropriate Forum/Tribunal in the absence of appropriate order passed by concerned Forum/Tribunal, which would decide the same in accordance with law without being influenced in any manner by any order(s) passed in this writ petition.

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

(LISA GILL)
JUDGE

18.01.2024
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(AMARJOT BHATTI)
JUDGE

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