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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

\+ W.P.(C) 16150/2023 & CM APPL. 64907/2023

MR. SUNIL NAGAR & ANR. ..... Petitioner

Through: Mr. Sanjeev Sagar, Mr. Devender, Ms. Nazia Parveen, Advs.

versus

CITY UNION BANK LIMITED & ORS. ..... Respondent

Through: Mr. Devendra Sain, Mr. Siddharth Sain, Advs with Mr. Divas Singhal, Branch Manager and Mr. Akash Kumar, Legal Manager.

CORAM:
HON'BLE THE ACTING CHIEF JUSTICE
HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

O R D E R

% **25.01.2024**

1. On 22nd December, 2023, the learned predecessor Division Bench had passed a detailed order. The relevant portion of the said order is reproduced herein below:

> *"....5. In addition to the above, the petitioners are also bound to pay interest at the rate of 11.5% per annum, on the principal outstanding sum as disclosed in the notice under Section 13(2) of the Securitisation and Reconstruction of Financial Assets and Enforcement of Securities Interest Act, 2002 (hereafter 'SARFAESI Act'). In terms of the order dated 18.12.2023, the petitioner had agreed to pay the amount within a period of one week from that day which expires on 25.12.2023. Since the said day is a holiday, the petitioner shall ensure that the interest is deposited with the Respondent no.1 bank by an Account Payee cheque or a Demand Draft before the end of business hours on 26.12.2023.*

6. In view of the above, the Respondent no. 1 bank is restrained from taking any steps in respect of the mortgaged property. Respondent No. 1 shall forthwith de-seal the same to enable the petitioners to use the same. This is of course subject to the petitioners complying with the aforesaid directions.

7. The learned counsel for the respondents states that in addition to the amount as mentioned in the notice issued under Section 13(2) of the SARFAESI Act, a sum of ₹7 lakhs is also outstanding and requires to be cleared."

2. Learned counsel for the petitioner states that the petitioner shall pay a sum of Rs. 5,52,000/- as interest towards the outstanding on account of which notice dated 11th October, 2021 under Section 13(2) of the Securitisation and Reconstruction of Financial Assets and Enforcement of Securities Interest Act, 2002 (SARFAESI Act, 2002) had been issued. He also states that an additional amount of Rs.2,00,000/- shall be paid as legal expenses.

3. Learned counsel for the respondent states that in addition to the aforesaid amount, the petitioner had also been given extended financial assistance dated 26th April, 2021 for Rs.7,00,0000/- at the rate of 11.5%. He states that the said amount should also be paid forthwith.

4. This Court directs the petitioner to pay interest as well as legal expenses (Rs.5,52,000/- + Rs.2,00,000/-) as the outstanding amount against the notice issued under Section 13(2) of the SARFAESI Act within two weeks. Upon such payment, the respondent-bank is directed to de-seal the property in question and hand back its possession to the petitioner.

5. As far as re-payment of extended financial assistance of Rs.7,00,000/- is concerned, this Court remands the matter to the Debt Recovery Tribunal- I (DRT-I) in S.A. No. 490/2023 to determine the outstanding amount (inclusive of interest) due and payable by the petitioner. Needless to say, as soon as the said outstanding amount is determined, the petitioner shall repay the same in a reasonable period of time to be determined by the DRT-I.

6. Upon payment of the entire extended financial assistance amount, the title deeds shall be released to the petitioner.

7. The petition stands disposed of in the aforesaid terms.

ACTING CHIEF JUSTICE

MANMEET PRITAM SINGH ARORA, J

JANUARY 25, 2024

N.Khanna