

**IN THE HIGH COURT OF JUDICATURE AT PATNA**  
**Civil Writ Jurisdiction Case No.15490 of 2025**

1. Farendra Roy son of Ramesh Chandra Roy, resident of Village -Mobarakpur, P.O. Rahimpur Jadish, P.S. Vaishali, District-Vaishali (Bihar).
2. Anila Devi, wife of Farendra Roy, resident of Village -Mobarakpur P.O.Rahimpur Jadish, P.S. Vaishali, District Vaishali (Bihar).

... .. Petitioner/s

Versus

1. The State of Bihar through the District Magistrate, Vaishali.
2. The Additional Collector, Vaishali.
3. The Deputy Development Commissioner, (D.D.C.), Vaishali.
4. The Incharge Officer, District Nilam Patra Prashakha, Vaishali.
5. The Officer in-charge, police station Vaishali, District-Vaishali.
6. The Block Development Officer, Block Vaishali, District - Vaishali.
7. The Superintendent of Police, Vaishali, Hajipur.
8. The District Nilam (Auction) Patra Officer (SARFAESI), Vaishali.
9. The Executive Magistrate, Hajipur, Vaishali.
10. The General Manager, Head Office, Central Bank of India, Chandermukhi, Nariman point Mumbai -400021.
11. The Regional Manager, Central Bank of India, Pawapuri Vihar Building Near Bhagwanpur Chowk, NH-28 Bhagwanpur Chowk Muzaffarpur PIN Code-842001.
12. The Deputy zonal Head Central Bank of India, 2nd Floor, Block B, Maurya Complex, Dak Bunglow Road, Patna - 800001.
13. The Branch Manager, Central Bank of India, Vaishali Branch, District Vaishali.

... .. Respondent/s

**Appearance :**

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| For the Petitioner/s | : | Mr. Manish, Adv.                  |
| For the Respondent/s | : | Mr. Government Advocate (02)      |
|                      | : | Mr. Sumant Kumar Singh, Ac to Ga2 |
| For the Bank         | : | Mr. Ajit Kumar Sinha, Adv.        |
|                      | : | Mr. Pravin Kumar, Adv.            |

**CORAM: HONOURABLE MR. JUSTICE ANIL KUMAR SINHA**  
**ORAL ORDER**

2      23-12-2025                      1. The petitioners have filed the present writ application being aggrieved by the recourse of Section 14 of the



SARFAESI Act taken by the Bank for recovery of total outstanding amount of Rs. 15,36,773/- as of today .

2. In the year 2018, petitioners had taken a home loan from Central Bank of India, Vaishali branch and a total sanctioned amount was Rs. 10 lakhs. An equitable mortgage was created by the petitioners for a piece of land having an area of 8 decimals having Khata No. -194, Khesara No.- 1410, Mauja- Subhai, P.S.- Vaishali, Anchal- Vaishali, District- Vaishali (Hajipur). The petitioners constructed a house over the mortgaged land and has been living therein. During Corona, the EMIs were not paid regularly by the petitioners.

3. Learned counsel for the petitioners submits that petitioners are ready and willing to pay the entire outstanding amount and in order to show their bona fide, the petitioners shall pay a sum of Rs. 5 lakhs within a period of one week from today. The balance amount of Rs. 10,36,773/- shall be paid by the petitioners within a period of five months starting from January 2026.

4. Mr. Ajit Kumar Sinha, learned counsel for the Bank, submits that petitioners defaulted in payment of the loan amount and despite demand notice issued to the petitioners, petitioners failed to return back the amount and the loan account



was declared NPA on 09.11.2021. The bank, accordingly, initiated the proceedings under the SARFAESI Act for recovery of the outstanding loan amount and in the process issued notice under Section 13 (2) of the SARFAESI Act and after having considered the objections filed by the petitioners, proceeding under Section 13 (4) of the SARFAESI Act was initiated and thereafter, proceeding under Section 14 of the SARFAESI Act was also initiated. The District Magistrate, Vaishali at Hajipur, has issued notice to the petitioners for their appearance in SARFAESI Case No. 7/2025-26 on 26.11.2025 and after considering the fact that the land in question was a secured asset created in favour of the Bank by the petitioners, the District Magistrate by its order dated 28.11.2025 directed the requisitionist Bank as well as the SDO, Hajipur, to coordinate with the Superintendent of Police, Vaishali at Hajipur, with further direction to the Superintendent of Police to provide them security for resumption of possession from the petitioners in accordance with law.

5. After having heard learned counsel for the parties and upon perusal of the materials on record, it appears that total outstanding amount as of today against the petitioners is Rs. 15,36,773/-. The petitioners have offered to pay a sum of Rs. 5



lacs within one week in order to show their bona fide that they are ready and willing to pay the entire outstanding amount to the Bank.

6. Considering the offer made by the petitioners and in the interest of justice, the petitioners are directed to pay a sum of Rs. 5 lacs to the Bank by way of Bank Draft, RTGS or any other valid mode of payment by 30<sup>th</sup> of December, 2025. The balance amount of Rs. 10,36,773/- shall be paid by the petitioners to the bank in installments of Rs. 2 lacs per month starting from January, 2026, within a maximum period of five months.

7. In the fifth month, the Bank shall disclose the final amount by adding the interest at the admissible rate for the period of last five months and shall inform to the petitioners the final amount which the petitioners shall pay by the last day of the fifth month i.e., 31<sup>st</sup> May, 2026.

8. Till further order, the proceeding initiated by the Bank under Section 14 of the SARFAESI Act shall remain suspended and the order dated 28.11.2025 passed by the District Magistrate, Vaishali, shall be kept in abeyance.

9. It is made clear that if the petitioners default in payment of the aforesaid amount and any of the installments



fixed by this Court, the respondent/Bank shall be at liberty to proceed against the petitioners under the SARFAESI Act.

10. With the aforesaid directions and observation, the present writ application is disposed.

**(Anil Kumar Sinha, J)**

HarshPandey/-

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