

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.20443 of 2025

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Shila Kumari W/o Late Indradeo Chaubey, R/o Mohalla- Aziz Lane, Mithapur
Yarpur, PO-G.P.O., PS-Jakkanpur, District- Patna (Bihar).

... .. Petitioner/s

Versus

1. Managing Director, LIC Housing Finance Limited having its registered office at Bombay Life Building, 2nd floor, 45/47, Veer Nariman Road, Fort Mumbai (Maharashtra), PIN-400001.
2. Authorized Officer, Life Insurance Corporation Housing Finance Ltd., 4th Floor, Bihar State Financial Corporation Buildings, Frazer Road, Patna-800001.
3. Area Manager, LIC Housing Finance Ltd. 4th Floor, Bihar, State Financial Corporation Buildings, Frazer Road, Patna-800001.
4. Jitendra Kumar, Son of Late Indradeo Chaubey, Resident of Mohalla-Aziz Lane, Mithapur, Yarpur, Police Station-Jakkanpur, District-Patna, PIN-800001.

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr. Shiv Pratap, Advocate
For the Respondent/s : Mr. Puneet Siddhartha, Advocate

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CORAM: HONOURABLE MR. JUSTICE ANIL KUMAR SINHA
ORAL ORDER

2 22-12-2025 The petitioner has filed the present writ application for quashing of E-Auction Sale Notice dated 15.11.2025 issued by the Respondent No. 2, LIC Housing Finance Ltd. (in short, 'LICHFL') for auction sale of the immovable properties of the petitioner on 23.12.2025 situated at Khata No. 86, Khesra No. 22, Ward No. 36, Circle No. 258, Holding No. 258, Area 1 Katha 10 Dhur situated at Aziz Road, Mithapur, Patna.

2. Learned counsel for the petitioner submits that petitioner's husband, namely, late Indradeo Chaubey was an



employee of PMCH, who purchased the aforesaid land upon which house has been constructed. The husband of the petitioner died on 03.09.2016 leaving behind the petitioner, two sons, namely, Ajay Chaubey and Jitendra Kumar (Respondent No. 4) and four daughters, namely, Indu Bala, Bindu Bala, Sindhu Bala and Madhu Bala. Second son of the petitioner, namely, Jitendra Kumar took a loan from Hinduja Housing Finance Ltd. on 01.03.2017 and created an equitable mortgage, whereas the original title deed of the land is still in possession of the petitioner. The loan instead in the name of Jitendra Kumar was given in the name of her dead husband, namely, late Indradeo Chaubey. Jitendra Kumar availed the loan against his father's property without knowledge of other family members. However, in order to safeguard the property, the petitioner is ready to pay the entire loan amount. Learned counsel further submits that in order to show his bona fide, the petitioner shall pay a sum of Rs. 20 lakh by Friday, i.e., on 26.12.2025, by way of demand draft. The remaining amount, out of the total outstanding amount as per the demand notice of Rs. 45,79,286/-, shall be paid in three equal installments by the petitioner by 31st March, 2026.

3. On the other hand, learned counsel for the LICHFL argued that the petitioner challenged the entire SARFAESI



proceeding before the DRT, Patna, which was dismissed on 17.01.2025 bearing SA No. 219 of 2023. Thereafter, petitioner challenged the order passed by DRT, Patna before DRAT, Allahabad in Appeal No. 356/2025 which is still pending. However, the petitioner filed an application bearing I.A. No. 1622 of 2025 before DRAT for staying the E-Auction of the house in question, but the same has been rejected by the DRAT. The petitioner's daughter again filed SA No. 313 of 2025 before DRT against the sale E-Auction. However, the DRT passed the order on 16.12.2025 saying that E-Auction shall be subject to the final outcome of the SA.

4. I have heard learned counsel for the parties and have perused the materials on record.

5. It appears that the petitioner is ready and willing to pay the entire outstanding loan amount and in order to show her bona fide, the petitioner has offered a sum of Rs. 20 lakhs to be paid within three days by Friday i.e., on 26.12.2025. Accordingly, I direct the petitioner to pay the sum of Rs. 20 lakhs by way of demand draft drawn in the name of LICHFL by 26.12.2025. The remaining amount of Rs. 25,79,286/- shall be paid by the petitioner in three equal installments starting from January, 2026 @ Rs. 8,59,762/- per month till 31st March, 2026.



6. It is made clear that if petitioner defaults in payment of any of the installments, the respondent no. 2, LIC Housing Finance Ltd. shall be free to proceed with the E-Auction of the property in question. The possession of the property shall be given back to the petitioner only after payment of the entire amount as aforesaid by 31st March, 2026.

7. Till further order, the status quo, as of today, shall be maintained and the E-Auction going to be held tomorrow shall be kept in abeyance.

(Anil Kumar Sinha, J)

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