

04.12.2025
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WPA 25723 of 2025

Selim Mallick @ Mallik
Vs.
The State of West Bengal & Ors.

Mr. Rahul Karmakar
Mr. Tuhin Subhra Patra
Mr. Abhijit Chadra Majumder
Mr. Soumojit Saha
.... for the petitioner

Mr. K. J. Yusuf
Mr. Pradyot Kumar Das
..... for the State

Mr. Sayak Ranjan Ganguly
Ms. Srijani Ghosh
Ms. Indrani Majumdar
..... for the respondent no. 6

1. Let affidavit-of-service, as filed in Court, be kept on record.
2. Parties are *ad idem* that total dues of the petitioner to the Bank have crystalised and settled at Rs.13 lakhs.
3. Parties have agreed that the said sum of Rs.13 lakhs will be paid in four equal monthly instalments, commencing from December 15, 2025.
4. It has also been agreed by the parties that the entire settled sum of Rs.13 lakhs will be liquidated by March 31, 2026.
5. Asset Reconstruction Company has agreed not to take any coercive action, including taking any

steps pursuant to the order passed in an application under Section 14 of the Securitization and Reconstruction of the Financial Assets and Enforcement of Security Interest Act, 2002 (hereinafter referred to as the “SARFAESI Act”). In the event of default of two successive instalments, the Asset Reconstruction Company will be at liberty to proceed with their remedies under the SARFAESI Act.

6. Upon liquidation of the entire amount, the Asset Reconstruction Company has assured that it will return the Title Deeds of the property which had been mortgaged with it by the petitioner on account of the financial accommodation.
7. In view of the aforestated settlement between the parties, nothing remains to be adjudicated in the instant petition and the same is accordingly disposed of.
8. There shall, however, be no order as to costs.
9. Since no affidavit has been called for, the allegations contained in the writ petition are deemed to be denied.
10. Urgent photostat certified copy of this order, if applied for, be supplied to the parties on usual undertaking.

(Reetobroto Kumar Mitra, J.)