

11.12.2025
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WPA 26496 of 2025

Satirtha Sarkar
Vs.
The State Bank of India & Ors.

Mr. Ritoban Sarkar
Mr. Sattik Rout
Ms. Sudeshna Maji
.... for the petitioner

Mr. Anirban Pramanick
Ms. Bhagyasree Dey
..... for the respondents no. 1 & 2

1. Let affidavit-of-service, as filed in Court, be kept on record.
2. The petitioner is aggrieved by a sale notice of September 20, 2025 and seeks stay of such sale notice.
3. Mr. Sarkar, learned Advocate appearing for the petitioner, submits that for a disbursed loan of Rs.35 lakhs in two tranches and even after making substantial payments in respect thereof, the present outstanding, according to the Bank, is in excess of Rs.1.28 crores. The petitioner has two-fold grievance. First, that the Bank has unilaterally quantified the outstanding amount and second that the valuation of the mortgaged

property, sought to be sold, is grossly undervalued.

4. Mr. Pramanick, learned Advocate appearing for the Bank, submits that since 2008 the repayments have only trickled from the petitioner without any substantial payments to liquidate the outstanding dues of the concerned Bank.
5. He further submits that since the sale could not be finalized due to lack of bidders, the Bank is willing to consider a reasonable one time settlement proposal, if given by the petitioner.
6. In view of the statements made by the Bank, which is well appreciated, petitioner is directed to submit a proposal by December 24, 2025, upon obtaining a reconciliation statement from the Bank within the stipulated period.
7. Bank is directed to consider such one time proposal and dispose of the same by January 15, 2026.
8. Without getting into the maintainability of the writ petition, with these aforesaid directions, the writ petition is disposed of.
9. There shall, however, be no order as to costs.
10. Since no affidavit has been called for, the allegations contained in the writ petition are deemed to be denied.

11.Urgent photostat certified copy of this order, if applied for, be supplied to the parties on usual undertaking.

(Reetobroto Kumar Mitra, J.)