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(DISMISSED)

In the High Court at Calcutta
Constitutional Writ Jurisdiction
Appellate Side

WPA 28744 of 2025

JAHANGIR ALI SEKH & ANR.
Vs.
THE RESERVE BENK OF INDIA & ORS.

Mr. Mahim Sasmal, Advocate
Mr. Arghya Chatterjee, Advocate
Ms. Purnasha Chatterjee, Advocate
Mr. Dinesh Shaw, Advocate
……for the Petitioners
Mr. Sayak Ranjan Ganguly, Advocate
Ms. Srijani Ghosh, Advocate
Ms. Indrani Majumdar, Advocate
……for the Respondent Nos. 2 & 3

1. The petitioners are aggrieved by a demand notice issued by the respondent-bank under Section 13 (2) of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (in short, the said Act). In terms of the afore-stated notice, a sum in excess of Rs.4.91 Crores is due and payable by the petitioners to the Bank.
2. Mr. Ganguly, learned Advocate appears for the Bank and submits that steps under Section 13 (4) of the said Act have also been taken by the Bank. Such measures under Section 13 (4) of the said Act have also been challenged and are pending adjudication before the Debts Recovery Tribunal. However, the prayers for stay of the measures under Section 13(4) of the said Act, made by the petitioners before the Debts Recovery Tribunal, have been rejected.
3. The petitioners have relied on a decision of this Hon'ble Court passed in GA 1378 of 2012 (*M/s. Akhil Orchards Pvt. Ltd. & Anr. Vs. Union Bank & Ors.)*. The decision is completely contrary to the stand taken by the petitioners.

4. The Coordinate Bench has in no uncertain terms held that upgradation of a loan account that is classified as a Non-Performing Asset as standard, would arise only if the arrears of interest and principal are paid by the borrower. It has also clearly held that the borrower is not entitled to have the status of the account upgraded even if there is a liability of Rs.1 outstanding in favour of the Bank.
5. The petitioners have proposed to pay off a paltry sum of Rs.96 lakhs to liquidate the loan.
6. I am in respectful agreement with the decision of M/s. Akhil Orchards Pvt. Ltd. & Anr. (supra) and have no hesitation to hold that unless and until the entire amount is paid by the borrowers to the Bank, the Court exercising jurisdiction under Article 226 of the Constitution of India, does not have any authority to pass any order altering the quantum that is outstanding and has to be paid by the petitioners/borrows to the respondent-bank.
7. In view of the afore-stated, **WPA 28744 of 2025** is **dismissed**. No order as to costs.

(Reetobroto Kumar Mitra, J.)