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IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CWP-31273-2024 (O&M)
Date of decision : 09.01.2025

Asha **...Petitioner**

Vs.

Reserve Bank of India and another **...Respondents**

CORAM: HON'BLE MR. JUSTICE ANUPINDER SINGH GREWAL
HON'BLE MR. JUSTICE DEEPAK MANCHANDA

Present: Mr. Akhilesh Vyas, Advocate for the petitioner.

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ANUPINDER SINGH GREWAL, J.(Oral)

CM-20061-CWP-2024

Application is allowed as prayed for.

Annexures P-5 and P-6 are taken on record.

Main case

Petitioner has sought writ of certiorari for quashing the impugned sale notice dated 22.10.2024.

2. Learned counsel for the petitioner submits that the petitioner had taken car loan for a sum of Rs.7,64,655/- on 06.06.2023. She had been re-paying the installments, but there was breakage of only few installments. The officials of the respondent-Bank have forcibly taken away the car without issuance of any notice or an opportunity to pay the outstanding amount.

3. Issue notice to the respondents.

4. Mr. C.S. Pasricha, Advocate and Mr. Sushil K.Bhardwaj, Advocate have put in appearance and accept notice on behalf of respondent No.2-Bank and submit that as the petitioner had defaulted in the payment of the loan and so the statutory notices under Section 13 (2) and Section 13 (4) were issued. The District Magistrate had passed an order under Section 14 of SARFAESI Act, 2002 on 26.09.2024 for handing over the possession of the vehicle to the respondent-Bank. The officials of the respondent-Bank had thereafter taken possession of the vehicle in compliance of the order passed by the District Magistrate under Section 14 of SARFAESI Act, 2002. They submit that the car has already been sold on 25.11.2024 for a sum of Rs.6,61,700/-.

5. Heard.

6. At this stage, learned counsel for the petitioner submits that it appears that the respondent-Bank has received the sale consideration for an amount, which is more than the outstanding amount and therefore, the excess balance be paid to the petitioner. He submits that the petitioner has preferred an S.A with regard to a dispute with the other loan account, but has not preferred S.A. against the instant car loan. He prays that in the event of the petitioner preferring an S.A., the respondent-Bank shall not raise the issue of limitation.

7. Learned counsel for the respondent-Bank submits that the amount outstanding in the Demand Notice under Section 13 (2) was Rs.7,29,516/- and so the amount which has been recovered by way of auction is less than the outstanding amount and therefore, there is no question of any refund.

8. The petitioner is seeking quashing of the sale notice and the car has already been sold, therefore, in our considered opinion, the petition has been rendered infructuous.

9. The petitioner would be at liberty to avail the alternative remedy in accordance with law and in the event, the petitioner prefers the S.A within a period of 15 days, the same shall be considered and decided on merits.

10. Accordingly, the petition stands disposed of.

(ANUPINDER SINGH GREWAL)
JUDGE

(DEEPAK MANCHANDA)
JUDGE

09.01.2025
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Whether speaking/reasoned :	Yes	No
Whether Reportable :	Yes	No