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**In the High Court at Calcutta
Constitutional Writ Jurisdiction
Appellate Side**

WPA 29926 of 2025

**SOURAV GHOSH & ANR.
Vs.
PUNJAB NATIONAL BANK & ORS.**

Mr. Dipanjan Datta, Advocate
Mr. Jay Manna, Advocate
Mr. Aranyak Saha, Advocate

.....for the Petitioners

Mr. Abhishek Banerjee, Advocate
Ms. Parna Roy Choudhury, Advocate
Ms. Trisa Chanda, Advocate

.....for the Respondent Nos. 1 & 2

1. Affidavit of service, as filed, be kept with the record.
2. The mesh of facts is quite peculiar. The petitioners are the owner of a Flat no. A/4 at Janani Apartment, situated in the district of Hooghly which they have purchased from the respondent no. 6 for valuable consideration. The petitioners had taken a loan to purchase the said Flat from the State Bank of India, which they have been paying without any default.
3. The respondent no. 6, on the other hand, for the purpose of development of the property had taken a loan from the respondent no. 1 and had defaulted in repayment thereof. The respondent no. 1, Punjab National Bank, upon such default, had affixed a possession notice on the said Building and had exercised its lien due to the default of the respondent no. 6.
4. The respondent no. 3, State Bank of India had challenged such notice before the Debts Recovery Tribunal, by way of an application under Section 17 of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (in short, the said Act).
5. However, the said application was held to be 'not maintainable' and disposed of by the Debts Recovery

Tribunal on 14.07.2025. The petitioners were, thus faced with a peculiar problem, in view of the possession notice issued under Rule 8(1) of the Security Interest (Enforcement) Rules, 2002.

6. The possession notice relates to the entire building and all the flats therein. The petitioners state that though an alternative remedy may be available to them, the same cannot be construed as efficacious as the possession notice is in respect of the entire building, while the interest of the petitioners, is restricted only to their own flat being A/4.
7. Mr. Datta, learned Advocate appearing for the petitioners, submits that the Banks, in view of the order dated 14.07.2025 passed by the Debts Recovery Tribunal, are likely to approach the High Power Committee or an Arbitral Reference for resolution of the disputes between them.
8. Mr. Banerjee, learned Advocate representing the respondent no. 1, PNB submits that his clients are indeed likely to approach some other Forum to ventilate their grievances and assert their rights.
9. The cause of the petitioners will be sub-served if the respondent nos. 1 & 3 are directed to put the petitioners on notice of any further step that they may take for resolution of the disputes in so far as the petitioners' flat being A/4 at Janani Apartment, is concerned.
10. The respondent nos. 1 & 3 are, thus directed to put the petitioners on prior notice with adequate opportunity to enable the petitioners to represent themselves in such proceedings that may be initiated by the Banks.
11. With the afore-stated directions, **WPA 29926 of 2025 is disposed of.** There shall, however, be no order as to costs.

(Reetobroto Kumar Mitra, J.)

