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WPA 30000 of 2025

Madhusudan Pakhira
Vs.
Punjab National Bank of India & Ors.

Mr. Anjan Bhattacharya
Ms. Anita Shaw
..... for the petitioner

Mr. Abhishek Banerjee
Ms. Parna Roychoudhury
..... for the Bank

Mr. Prosenjit Mukherjee
Ms. Tiyasa Ghosh
..... for the respondent no. 5

1. Let affidavit-of-service, as filed in Court, be kept on record.
2. Let supplementary affidavit, as filed in Court, be kept on record.
3. The petitioner is aggrieved that a one-time proposal, given by the petitioner to the Bank, though accepted, was not acted upon. In fact, contrary to the one-time settlement proposal, the Bank went forward and sold the mortgaged property on December 30, 2025.
4. Mr. Bhattacharya, learned Advocate appearing for the petitioner, submits that a sum of Rs. 3 lakhs has already been paid upfront to the settlement proposal of Rs.16 lakhs given by the petitioner and accepted by the Bank.

5. Thus, having knowledge of the pending proceedings, the Bank ought not to have proceeded with the sale on December 30, 2025.

6. Ms. Roychoudhury, learned Advocate appearing for the Bank, submits that the proposal had never been accepted by the Bank and it was merely under consideration as the total outstanding sum is of Rs.46.04 lakhs while the settlement proposal was for a sum of Rs.16 lakhs only. She hands up a copy of the notice dated December 26, 2025, a copy of which, as produced in Court, is kept on record.

7. It appears from the notice that the Bank rejected the one-time proposal on the aforestated date and duly intimated it to the petitioner.

8. The petitioner insists that there was no such intimation made to him.

9. The petitioner's remedy, under the statute, lies before the Debt Recovery Tribunal, to challenge the sale and the possession, if so advised.

10. Ms. Roychoudhury, further submits that the possession of the mortgaged property by the Bank has not been challenged till date.

11. Since there is an interim order of December 31, 2025, which has not been challenged by the concerned Bank, the said interim order directing

the Bank not to hand over the possession to the purchaser will continue till January 27, 2026.

12. The petitioner is at liberty to move before the concerned Tribunal within the aforestated date.

13. It is made clear, that in the event the petitioner does not move before the Tribunal and obtains necessary order by January 28, 2026, the Bank will proceed in accordance with law, without any fetter of the interim order of December 31, 2025.

14. With the aforestated directions, the writ petition is disposed of.

15. There shall, however, be no order as to costs.

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

(Reetobroto Kumar Mitra, J.)