

IN THE HIGH COURT AT CALCUTTA
Constitutional Writ Jurisdiction
ORIGINAL SIDE

WPO/258/2026

CHANDRA NATH DUTTA AND ORS.
VS
UNION OF INDIA AND ORS.

BEFORE:

The Hon'ble JUSTICE RAVI KRISHAN KAPUR

Date : 11th June, 2026.

Appearance:

Mr. Arif Ali, Adv.

Mr. Prabhat Kr. Srivastawa, Adv.

Ms. Arunima Lala, Adv.

Ms. Ankita Singh, Adv.

...for the petitioner.

Mr. Ajit Mishra, Adv.

Mr. Abhishek Dey, Adv.

...for respondent no. 3&4.

The Court: This is a misconceived application and should never have been filed. The petitioner had borrowed a sum of Rs. 1,00,05,60,000/- as far back as on 2015 from Reliance Commercial Finance Limited.

It is submitted on behalf of the petitioner that due to Covid-19, the petitioner was unable to make repayment of the stipulated installments and there was default. During the interregnum, the entire loan has been assigned by Reliance Commercial Finance Limited in favour of Authum Investment and Infrastructure Ltd., the respondent no. 3 herein. It is alleged that during the years 2022-26, the petitioner had made diverse representations to the respondent no.3. However, there has been no response.

In the meantime, the respondent no. 3 has initiated a proceeding under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and issued notices under Section

13(2) and 13(4). In this background, the petitioner also instituted a Title Suit bearing No. 909 of 2025 and obtained orders restraining coercive action. Despite such orders, the respondent no. 3 issued a fresh demand notice dated 16 February 2026 claiming Rs. 1,22,62,693/-.

Being aggrieved by the action of the respondent, the petitioner has approached this Court with the specious plea to make payment of the entire amount. The petitioner seeks reasonable installments to clear the outstanding dues. It is submitted on behalf of the petitioner that the petitioner is ready to pay an amount of Rs.45 lakhs when the aggregate dues are in excess of Rs.1 crore 22 lakhs according to the respondent no. 3.

The facts of the case reveal that the petitioner is an admitted defaulter. The petitioner having taken a loan has failed to repay the same and has now approached the Writ Court with the plea of wanting further time to make payment. There is no enforceable legal right which the petitioner has been able to demonstrate as to why the Writ Court in exercising discretionary jurisdiction should entertain the plea of the petitioner.

This is a purely contractual and commercial dispute and the same lacks any public element. There is no public law element involved in this petition. [*ABL International Ltd. vs. Export Credit Guarantee Corporation of India Ltd. (2004) 3 SCC 553, State of Bihar vs. Jain Plastics and Chennai Cab Ltd. (2002) 1 SCC 216*].

The disputes between the parties are purely private contractual disputes. In such circumstances there is nothing in the petition which would warrant exercise of any discretion in favour of the petitioner. This is an abuse of process and has been filed by a defaulter only to procrastinate and delay recovery proceedings.

In view of the above, WPO/258/2026 stands dismissed.

However, there shall be no order as to costs.

The respondent no. 3 is represented.

(RAVI KRISHAN KAPUR, J.)

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