Kavita S.J.

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.108 OF 2026

Tarang Vijay Ingale **…Petitioner**

Versus

IDBI Bank **…Respondent**

Mr. S.A. Malkani for Petitioner.
Mr. R.L. Motwani for Respondent – Bank.

CORAM : R.I. CHAGLA AND
ADVAIT M. SETHNA, JJ.

DATED : 7TH JANUARY, 2026.

ORDER :

1. By this Writ Petition, the Petition is seeking the quashing and setting aside of the Order dated 14th October, 2025 passed in I.A. Dy. No.1527 of 2025 in Miscellaneous Appeal No.1525 of 2025 passed by the Chairperson, DRAT, Chennai.

2. By the impugned Order, the Interim Application filed in the Miscellaneous Appeal had been rejected on the ground of non-compliance of the mandatory requirement under Section 18(1) of the SARFAESI Act of pre-deposit of 25% of the debt due i.e. sum of

Rs.1,51,26,688.25 P. and which comes to Rs.37,81,672/- (as rounded off).

3. It is pertinent to note that by an Order dated 22nd August 2025, the Presiding Officer of DRT-I, Mumbai had considered the Applicant's case that he is unable to pay the amount as demanded in the Notice under Section 13(2) of SARFAESI Act. It is further recorded that the Petitioner herein is prepared to handover possession of one of the properties being Flat No.406, 4th Floor, Building-G, Marathan Nextown, Emerald, Kalyan-Shill Road, Mothi Desai Road, Opp. Paddle Gaon Bus Stop, Dombivali (East), Dist. Thane, Maharashtra – 421 204 and pay a sum of Rs.5 Lakh on 25th August, 2025. It is on this basis that the Presiding Officer of DRT-I, Mumbai had deferred the possession of the secured asset being taken from the Petitioner by the Respondent – Bank. It is further recorded that this would be subject to the Petitioner filing an undertaking to pay another sum of Rs.10 Lakh on or before 8th September, 2025 and sum of Rs.7.5 Lakh each on or before 19th September, 2025 and 30th September, 2025 respectively alongwith the regular EMI.

4. Although the Petitioner had paid the sum of Rs.5 Lakh and for which, the taking of possession of the secured asset had been

deferred, there is a breach of the undertaking as the amounts which the Petitioner had undertaken to pay on the subsequent dates, have not been paid.

5. The learned Counsel appearing for the Petitioner had sought for time to vacate the secured asset on the premise that the Petitioner will pay the amounts due to the Respondent – Bank during the extension, if extended.

6. Considering that the Petitioner is in breach of the aforementioned undertaking to the Presiding Officer, DRT-II as well as his failure to comply with the mandatory requirements of pre-deposit under Section 18(1) of the SARFAESI Act, purely on humanitarian grounds, the handing over of vacant and peaceful physical possession of the secured asset by the Petitioner to the Respondent – Bank is deferred till 12th February, 2026.

7. Mr. Motwani, learned Counsel appearing for the Respondent – Bank has tendered a Possession Notice dated 13th December, 2025 which schedules possession of the secured asset on 9th January, 2026 at 11.30 a.m.

8. Accordingly, the scheduled date of taking physical possession of the secured asset i.e. 9th January, 2026 is extended till 12th February, 2026. The Respondent – Bank shall serve fresh Possession Notice on the Petitioner 15 days prior to the scheduled date for taking physical possession.

9. The Writ Petition is accordingly disposed of.

10. The Petition shall be placed for compliance on 16th February, 2026.

[ADVAIT M. SETHNA, J.] **[R.I. CHAGLA, J.]**