HC-KAR
CNR: KAHC010336062026

NC: 2026:KHC:61512
WP No. 15121 of 2026

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 5TH DAY OF NOVEMBER, 2026

BEFORE

THE HON'BLE MR. JUSTICE C.M. POONACHA

WRIT PETITION NO. 15121 OF 2026 (GM-DRT)

BETWEEN:

1. MR JAISHANKAR SUNDARAM
S/O SRI LATE T.S, SUNDRAM
AGED ABOUT 59 YRS.
REP. BY JH PRASANNA KUMAR
PRESENTLY RESIDING ATM B006,
AMITY HARMONY APARTMENT,
SHASHIDHARA LAYOUT,
DWARAKANAGAR
CHANNASANDRA,
BANGALORE 560098
REP BY GPA HOLDER

...PETITIONER

(BY SRI. JAISHANKAR SUNDARAM, PARTY-IN-PERSON)

AND:

1. THE BRANCH MANAGER
ASSET MANAGEMENT BRANCH
NO.13/22, K.G.ROAD,
BANGALORE 560009

2. M/S SPARSH INFRA
REP.BY MANISH KOTHARI
MANAGING PARTNER HAVING ITS
REGISTERED OFFICE
AT NO.2, 1ST FLOOR,

PATTABHI
RAMAIAH STREET, R.V. ROAD,
BENGALURU,
BANGALORE 560004

…RESPONDENTS

(BY SRI. K R PARASHURAM.,ADVOCATE FOR R1
SRI. RAJENDRA M S, ADVOCATE FOR
SMT. MAYA HOLLA, ADVOCATE FOR R2)

THIS WP IS FILED UNDER ARTICLES 226 & 227 OF THE CONSTITUTION OF INDIA PRAYING TO ISSUE A WRIT, ORDER OR DIRECTION TO THE RESPONDENTS TO FORTHWITH RESTORE PHYSICAL POSSESSION OF THE SCHEDULE PROPERTY TO THE PETITIONER, PENDING FINAL DISPOSAL OF THE CROSS-OBJECTION/APPEAL (DIARY NO. 504/2026) BEFORE THE DRAT CHENNAI VIDE ANNEXURE-C SUCH RESTITUTION BEING NECESSITATED BY THE EXPIRY OF JUDICIAL PROTECTION GRANTED TO THE RESPONDENT NO. 2 BY THIS HON'BLE COURT ON 17.02.2026 IN W.P. NO. 9129/2024 VIDE ANNEXURE-B, AND THE AUCTION SALE HAVING BEEN SET ASIDE ON 29.02.2024 BY THE HON'BLE DRT-I BANGALORE IN S.A. NO. 263/2015 VIDE ANNEXURE-A, TO PREVENT ONGOING AND FURTHER ABUSE OF THE PROCESS OF LAW BY THE RESPONDENTS.

THIS PETITION, COMING ON FOR ORDERS, THIS DAY, ORDER WAS MADE THEREIN AS UNDER:

CORAM: HON'BLE MR. JUSTICE C.M. POONACHA

ORAL ORDER

The present writ petition is filed seeking for the following reliefs:

> *"1. Issue a writ, order or direction to the Respondents to forthwith restore physical possession of the schedule property to the Petitioner, pending final disposal of the Cross-Objection/Appeal (Diary No.504/2026) before the DRAT Chennai vide Annexure-C; such restitution being necessitated by the expiry of judicial protection granted to the Respondent No.2 by this Hon'ble Court on 17.02.2026 in W.P. No.9129/2024 vide Annexure-B, and the auction sale having been set aside on 29.02.2024 by the Hon'ble DRT-I Bangalore in S.A. No. 263/2015 vide Annexure-A, to prevent ongoing and further abuse of the process of law by the Respondents.*
>
> *2. Pass such other orders that this Hon'ble Court deems it fit along with the cost of this writ petition."*

2. Heard the petitioner - party-in-person as well as learned counsel Sri K.R.Parashuram for the first respondent - bank and learned counsel Sri Rajendra M.S. for the second respondent - auction purchaser.

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3. The relevant facts in a nutshell leading to the present petition are that being aggrieved by the sale notice dated 09.05.2015 issued by the first respondent - bank consequent to the measures having been initiated under the provisions of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002[1], petitioner preferred SA No.263/2015 under Section 17(1) of the Act before the Debts Recovery Tribunal[2] . Vide the order dated 29.02.2024 passed in SA No.263/2015 the said application/petition was allowed. The operative portion of the said order reads as under:

> *'35. In the result, SA No.263/2015 is allowed and all pending IAs are closed as per the following directions/declarations:-*
>
> *(i) this Tribunal declares that the measures taken by the 1st defendant under S.13(4) of the Act for sale of the schedule immovable property by virtue of Annexure B22 sale notice are invalid and thus set aside.*
>
> *(ii) the sale held on 11.06.2015 and the sale certificate dated 11.09.2015 issued pursuant thereto by the authorised officer of the defendant bank in respect of the schedule immovable property and registered on 14.09.2015 bearing registration number 1998 of the SRO, Gandhinagar (Malleshwaram) are set aside.*

[1] Hereinafter referrerd to as 'Act'

[2] Hereinafter referred to as 'DRT'

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(iii) the defendant bank shall reverse all costs, charges and expenses incurred by it or any expenses incidental thereto in connection with the impugned actions taken against the applicant under sub-section (4) of S.13 of the Act and shall not claim them as legally recoverable debt by operation of law;

(iv) the defendant bank is granted liberty to invoke the provisions under the Act afresh for re-sale of the schedule immovable property in accordance with the provisions of the Act and the Rules made thereunder meticulously."

4. It is the contention of the petitioner - party-in-person that being aggrieved by the said order dated 29.02.2024 passed in SA No.263/2015, second respondent - auction purchaser preferred WP No.9129/2024 before this Court and this Court vide interim order dated 26.03.2024 granted an order of *status quo*. The said order dated 26.03.2024 passed by this Court reads as under:

"Sri Vignesh Shetty, learned counsel accepts notice for respondent No.1 – Bank.

Issue emergent notice to respondent No.2, returnable by 19.04.2024.

Learned counsel for the petitioner to serve a copy of the petition papers upon Sri Vignesh Shetty learned counsel for the respondent, forthwith.

Learned counsel for petitioner submits that by the impugned order dated 29.02.2024, the Debts Recovery Tribunal has set aside the sale certificate issued in the year 2014, which was the subject matter of

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S.A.No.263/2015, in violation of the law. The matter would require consideration.

Status quo, qua the nature of the property pursuant to the order passed by the Debts Recovery Tribunal, shall be maintained by the parties, till the next date of hearing.

List the mater on 19.04.2024."

5. Subsequently, this Court vide order dated 17.12.2025 disposed of the said writ petition [WP No.9129/2024] permitting the second respondent - auction purchaser to approach the Debts Recovery Appellate Tribunal[3]. The operative portion of the said order dated 17.12.2025 reads as under:

"ORDER

i. The writ petition is disposed of permitting the auction purchaser also to approach the DRAT.

ii. All pending I.A., in the petition stands closed and it is left open to the parties to raise all contentions before the DRAT.

iii. As far as the auction purchaser is concerned as he is in possession of the property from 2015, two months time is granted to the auction purchaser to approach the DRAT.

iv. There shall not be any interference in the possession of the auction purchaser for a period of two months."

[3] Hereinafter referred to as ' DRAT'

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6. In the meanwhile, being aggrieved by the order dated 29.02.2024 passed in SA No.263/2015, the first respondent - bank preferred an appeal (RA.(SA):56/2024) before the DRAT. The DRAT vide order dated 04.06.2026 directed the parties to maintain the *status quo*. The said order dated 04.06.2026 reads as under:

> *"Learned Counsel for both sides are present. When the matter is taken up, Learned Counsel for Appellant submitted that taking advantage of the disposal of SA No.263/2015, the Respondent borrower is insisting on delivering possession of the property, which was handed over to the auction purchaser.*
>
> *The main ground on which the appeal is canvassed is that the SA No.263/2015 was allowed on the ground that there was no clear 30 days of notice, on the other hand, the case of the Appellant is clear 30 days notice was given. Since there is an arguable point Involved in this appeal, and in view of filing of this appeal, Parties are directed to maintain status quo as of today, till next hearing. Post the matter on 1.7.2026 for continuation of arguments."*

7. It is the contention of the petitioner that during pendency of the *status quo* order dated 26.03.2024 passed in WP No.9129/2024, the second respondent executed a registered lease deed dated 18.02.2025 whereunder he let out the property in question that was purchased by him in the auction conducted by the first respondent to a tenant on a

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monthly rent of Rs.80,000/-. That aggrieved by the violation of the order of *status quo*, the petitioner preferred CCC No.1328/2025 before this Court. That the second respondent - auction purchaser then filed an affidavit tendering an unconditional apology in the said contempt proceedings, whereunder it was stated that the lease deed dated 18.02.2025 had been duly surrendered by way of "Surrender Of Lease Deed" dated 08.04.2026 and that the tenant had vacated the property in February 2026.

8. It is forthcoming from a copy of the registered lease deed dated 18.02.2025 (which has been produced as Annexure-J along with IA.No.1/2026) that the second respondent had given lease of the property that was purchased by him in the auction, which was set aside by the DRT by the order dated 29.02.2024. It is further forthcoming that the period between 19.02.2025 to 18.03.2025 was stated to be fit out period and no rent was paid and that for the period 19.03.2025 to 18.03.2026 the rent agreed to be paid was Rs.80,000/-.

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9. Accordingly, it is clear from the aforementioned that the second respondent - auction purchaser received rent of Rs.80,000/- from 19.02.2025 up to the date the tenant vacated the property in question i.e., for a period of 11 months and according, the second respondent received a cumulative rent of (Rs.80,000/- x 11) Rs.8,80,000/- from the property that was the subject matter of the auction.

10. It is the vehement contention on behalf of the first respondent - bank that the DRAT has granted an order of *status quo* and hence, the relief sought for in the writ petition i.e., seeking for repossession of the property ought not to be granted.

11. It is further contended on behalf of the second respondent - auction purchaser that the second respondent having tendered an unconditional apology in the contempt proceedings before the Division Bench of this Court and the said contempt proceedings having been closed; as also keeping in mind that the appeal is pending before the DRAT, the relief sought for in the present writ petition ought not to be granted.

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12. The petitioner - party-in-person submits that although this Court disposed of the WP.No.9129/2024 permitting the second respondent - auction purchaser to approach the DRAT, the second respondent has filed a suit (OS No.6192/2026) and the *status quo* order having been granted by the Trial Court in the said suit was subsequently vacated on 17.04.2026. It is the further submission on behalf of the petitioner - party-in-person that the relief sought for repossession in the present petition ought to be granted since the sale has been set aside by the DRT.

13. Learned counsel for the second respondent - auction purchaser submits that the second respondent has also filed an appeal before the DRAT in appeal (Diary No.) 1199/2026 and the same is pending consideration before the DRAT.

14. The petitioner - party- in-person would submit that the application for condonation of delay of the appeal filed by the second respondent before the DRAT is yet to be considered.

15. Having regard to the aforementioned factual matrix as well as the rival contentions of both the parties, in view of

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the admitted position that the DRT by order dated 29.02.2024 had set aside the auction sale dated 11.06.2015 conducted by the first respondent and that the second respondent - auction purchaser during the pendency of order dated 26.03.2024 granted by this Court in WP No.9129/2024 has leased out the property purchased by him in the auction in question vide registered lease deed dated 18.02.2025, consequent to which he had derived a financial benefit of Rs.8,80,000/- as noticed above, it is expedient that pending consideration of the appeal/s before the DRAT, the second respondent be forthwith directed to deposit the said sum of Rs.8,80,000/-.

16. Accordingly, the second respondent shall deposit the said sum of Rs.8,80,000/- with the Registry of this Court within eight weeks. The said sum be kept in a fixed deposit in any nationalized bank with an automatic renewal clause and subject to further orders that may be passed by the DRAT in the appeals filed impugning the order dated 29.02.2024 passed in SA No.263/2015.

17. The relief sought for by the petitioner for repossession of the property in question is declined having

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regard to the pendency of appeals before the DRAT and keeping in mind that the power under Section 17 of the Act also empowers ordering of re-possession.

18. All rights and contentions of the parties are kept open to be agitated before the DRAT in the pending appeal/s.

19. The writ petition is disposed of in the aforementioned terms.

20. Pending IAs., if any, stand disposed of.

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(C.M. POONACHA)
JUDGE

ND
List No.: 1 Sl No.: 27