2026:UHC:10231

HIGH COURT OF UTTARAKHAND AT NAINITAL

Writ Petition Misc. Single No.3415 of 2026

04th November, 2026

M/s Sai Enterprises and another .....Petitioners

Versus

Bank of Baroda .....Respondent

Presence:-
Mr. M.S. Tyagi, learned Senior Advocate assisted by Mr. Kailash Chandra, learned counsel for the petitioners.
Mr. Siddharth Jain, learned counsel for the respondent.

Hon'ble Pankaj Purohit, J.

By means of this writ petition, the petitioner has challenged notice/e-auction dated 28.09.2026 under the SARFAESI Act, 2002 r/w proviso to Rule 8(6) of the Security Interest (Enforcement) Rules, 2002 passed by respondent-Bank.

2. Facts of the case are that petitioners, being engaged in business under the name and style of M/s Sai Enterprises, availed two credit facilities from the respondent-Bank on 14.09.2020 against the mortgage of three immovable properties. Due to severe flooding in the year 2023, the petitioners suffered substantial business losses, resulting in the classification of their loan accounts as NPA. Consequently, the respondent-Bank initiated proceedings under the SARFAESI Act, 2002, by issuing a demand notice dated 16.09.2023 and a possession notice dated 20.05.2024. The petitioners challenged the aforesaid notices before the learned Tribunal in S.A. No.183 of 2024; however, the Tribunal disposed of the matter without duly considering petitioners' case and the reliefs sought. Thereafter, the

respondent-Bank issued the impugned sale notice dated 28.09.2026, proposing to auction petitioners' valuable secured properties, despite petitioners' readiness and willingness to regularise the loan accounts and repay the outstanding dues in accordance with law.

3. Learned counsel for the petitioner submits that the petitioner is suffering from ill health and therefore is not able to run the business of the firm properly and that is why he could not properly manage the loan amount, but he further prays that if a chance is provided for depositing the outstanding amount against him in easy installments, he would be ready to pay the same as per direction made by this Court.

4. Learned counsel for the respondent-Bank submitted before this Court as on 28.09.2026, an amount of ₹36,11,202.06/- is outstanding against the petitioner and if the petitioner is ready and willing to pay the outstanding amount with installments. He is agreeable to the same and further prays to this Court to fix installments on the petitioner to pay the outstanding amount.

5. Having heard the learned counsel for the parties and having perused the record and more particularly seeing the willingness of the petitioner to make payment of the all outstanding amount against him, this Court proposes to decide the writ petition as follows: -

A. Petitioner shall deposit an amount of ₹5,00,000/- in the branch of respondent-Bank of Baroda, Ranipur Mod District Haridwar, within a period of one month from today i.e. on or before 04.12.2026.
B. Subsequent thereto i.e. after 04.12.2026, petitioner

shall start making payment of outstanding amount i.e. ₹31,11,202.06/- in eight equal quarterly installments and continue to pay the same till the eight installments are exhausted.

C. The last installment i.e. 8th installment would carry the balance and the interest accrued thereon upto date.

D. If any of the terms and condition laid down hereinabove is violated by the petitioner, it would be open to the Bank to recover remaining/entire amount in one installment.

6. The writ petition is accordingly disposed of.

7. In view of the above settlement the respondent-Bank is directed to hand over the possession of the plot to the petitioner.

8. Pending application also stands disposed of.

(**Pankaj Purohit, J**.)
04.11.2026

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