2026:AHC:207587-DB

HIGH COURT OF JUDICATURE AT ALLAHABAD

WRIT - C No. - 35951 of 2026

Roshan Raj General Store And Another

.....Petitioner(s)

Versus

State Of U.P. And 3 Others

.....Respondent(s)

Counsel for Petitioner(s)	:	Mridul Shekhar Tripathi, Shashank Shekhar Mishra, Vikash Pandey
Counsel for Respondent(s)	:	C.S.C.

Court No. - 2

HON'BLE J.J. MUNIR, J.
HON'BLE VIVEK SARAN, J.

1. Heard Sri Sudhanshu Yadav, learned Advocate holding brief of Sri Shashank Shekhar Mishra, learned counsel for the petitioner. Sri Ramesh Kumar Shukla, learned counsel for the respondent no.2 and learned Standing Counsel for the State-respondents.

2. In compliance with the order dated 09.09.2026, written instructions have been furnished by the respondent- UGRO Capital Limited having its registered office at B-17, Fourth Floor, Art Guild House, Phoenix Market City, Kurla (West) Mumbai stating following relevant facts:

> *"1. 14.10.2025: Demand Notice under Section 13(2) of the SARFAESI Act, 2002 was duly issued and served upon the borrower(s)/guarantor(s).*
> *2. 21.02.2026: Symbolic possession was taken and Affixation was carried out under Section 13(4) of the SARFAESI Act, 2002 due to non-compliance with the demand notice.*
> *3. 05.08.2026: The competent authority (District Magistrate / Chief Judicial Magistrate) passed an order under Section 14 of the SARFAESI Act, 2002 for taking physical possession of the secured asset.*
> *4. Post 05.08.2026: Subsequent to the Section 14 order, the borrower repeatedly approached the Bank branch and officials requesting a One Time Settlement (OTS) / amicable solution.*
> *5. Letter / Offer by Borrower: The borrower submitted a written settlement proposal/letter promising to deposit Rs. 16,00,000/- during August 2026 (on or before 31.08.2026) and the remaining balance of Rs. 16,00,000/- in the following month.*
> *6. 31.08.2026: During settlement negotiations, the borrower handed over a Demand Draft of Rs. 16,00,000/- to the Bank.*

7. Verification & Fraud Discovery: Upon sending the instrument for verification/clearance, it was discovered that the Demand Draft was fake, forged, and an Al-generated counterfeit instrument.

(Emphasis by Court)

8. 10.09.2026: In compliance with the Section 14 order, physical possession of the secured property was successfully taken in the presence of the Magistrate and Police Authorities.

9. Thereafter, the court summons was received by the Bank requiring appearance on 16.10.2026 in a civil suit/proceeding filed by the borrower on the same cause of action.

10. The demand draft of Rs. 16,00,000/- instrument tendered by the borrower was indeed an Al-generated fake Demand Draft. "

3. Looking to the fact that the petitioner produced a forged valuable security or a bank draft in order of liquidate his loan, *prima facie,* it is a case of attempt to cheat by forgery. A person like the petitioner is not certainly entitled to indulgence in exercise of arbitrary jurisdiction under Article 226 of Constitution of India. It is open to the respondent-Finance Company to take action in such matter as may be advised.

4. The petition is accordingly, **dismissed**.

(Vivek Saran,J.) (J.J. Munir,J.)

October 5, 2026
Deepika

Digitally signed by :-
DEEPIKA SINGH
High Court of Judicature at Allahabad