27.08.2026
Item No.9 (DL)
Court No.7
AJ.

IN THE HIGH COURT AT CALCUTTA
CONSTITUTIONAL WRIT JURISDICTION

W.P.A. 22481 of 2026

M/s. Shree Madhav Edible Products Ltd. & Ors.
-Vs-
Punjab National Bank & Ors.

Mr. Nimish Mishra,
Mr. Abir Mondal.
.... for the petitioners.

Ms. Sonal Sinha,
Ms. Kazi Tania Parveen.
.....for the Punjab National Bank.

1. This writ petition assails *inter alia* a notice dated August 05, 2026 issued by the respondent no.2 being the Authorized Officer of Punjab National Bank under Rule 8(6) of the Security Interest Enforcement Rules, 2002.

2. The petitioners have availed of certain credit facilities from the respondent no.1 - Bank, which fell in default. Thereafter, the petitioners and the respondent Bank entered into a one-time settlement as regards the said credit facilities, however, the settlement has now become contentious.

3. While the petitioners assert that the one-time settlement has been duly and fully executed, the Bank insists that the one-time settlement has fallen through since the petitioners failed to make payments in terms of the settlement.

4. Mr. Mishra, learned Advocate appearing for the petitioners submits that the Bank has acted arbitrarily in claiming a sum of Rs.1,81,69,562/- (Rupees One Crore Eighty One Lakhs Sixty Nine Thousand Five Hundred Sixty Two Only) by an e-mail on May 22, 2026 after the petitioners squared off the settled amount along with the interest on delayed payment.

5. It is submitted that since there is no secured debt due to the Bank therefore, the Bank could not have proceeded to issue the impugned notice under the Securitisation and Reconstruction of Financial Assets and Enforcement of Securities Interest Act, 2002 and the Rules framed thereunder.

6. At the outset Ms. Sinha learned Advocate appearing for the Bank refers to the order passed on August 25, 2026 and submits that the Bank is not agreeable to treat the payment of Rs. 1,81,69,562/- (One Crore Eighty One Lakh Sixty Nine Thousand Five Hundred and Sixty Two only) that is proposed to be paid by the petitioner towards full and final settlement of the loan.

7. Ms. Sinha, learned Advocate submits that there is still a secured debt and that the Senior Manager of the Bank had issued the communication dated May 22, 2026 only for the purpose of forwarding the proposal for

condonation of delay occasioned by the petitioner in making payments in terms of the OTS, to the higher authorities of the Bank.

8. Ms. Sinha relies on a judgment of the Hon'ble Supreme Court in the case of ***G. Vikram Kumar –Vs- State Bank of Hyderabad & Ors.*** reported at ***(2023) 14 SCC 159*** to submit that the High Court should not exercise its writ jurisdiction under Article 226 of the Constitution of India in SARFAESI matters and that the petitioners should be relegated to the statutory forum available under the 2002 Act.

9. Attention of this Court is also invited to a communication dated May 27, 2026 made by the petitioners to the Bank (at page 151 of the writ petition) to suggest that negotiations as regards payment of the said sum of Rs. Rs.1,81,69,562/- (Rupees One Crore Eighty One Lakhs Sixty Nine Thousand Five Hundred Sixty Two Only) were going on between the petitioners and the Bank and it is not a case of there being no secured debt due as alleged.

10. Heard learned Advocates appearing for the respective parties and considered the material on record.

11. Decisions on questions as to whether there is any secured debt due or not and as to whether on the basis of the Bank's assertion that there is a secured date due, the Bank could

have validly proceeded further under the 2002 Act or not, would squarely fall within the power domain under the relevant Debt Recovery Tribunal.

12. Although, existence of an alternative remedy is not a bar for this Court to exercise its jurisdiction under Article 226 of the Constitution of India yet, since the case in hand does not involve any public law element and does not fall within any of the well settled exceptions, (i.e. violation of principles of natural justice and/or challenge to the vires of any statute and/or violation of fundamental rights and/or an act wholly without jurisdiction) justifying exercise of writ jurisdiction, this Court is unable to exercise discretion in favour of the petitioners and entertain this writ petition.

13. Accordingly, the writ petition is not entertained. The petitioners are left free to avail of their remedies before the relevant Debts Recovery Tribunal, in accordance with law.

14. Since a case of urgency has been pleaded by the writ petitioners and has been argued by Mr. Mishra, it is directed that if the writ petitioners approach the relevant Debts Recovery Tribunal by tomorrow, in accordance with law, the relevant Debt Recovery Tribunal shall take up the same for hearing on urgent basis before the date of the e-auction i.e.

September 02, 2026 upon prior notice to the Bank. Since the Bank is represented, the Bank should be ready to accept short notice upon the application being filed and put up by the petitioners.

15. It is made clear that this Court has not gone into the merits of the petitioners' case and all points are left upon to be decided by the Debts Recovery Tribunal, in accordance with law. It is also made clear that all the observations made hereinabove are only for the purpose of deciding the present writ petition and the Debts Recovery Tribunal shall not get influenced by any of the aforesaid observations while dealing with the petitioners' application, if filed.

16. With the aforesaid observations, WPA 22481 of 2026 stands dispose of. No costs.

17. Urgent photostat certified copy of this order, if applied for, be supplied to the parties subject to compliance with all requisite formalities.

(Om Narayan Rai, J.)