2026:UHC:10603

HIGH COURT OF UTTARAKHAND AT NAINITAL

Writ Petition Misc. Single No.3536 of 2026

19th November, 2026

Suraj Joshi .....Petitioner

Versus

Authorized Officer and another .....Respondents

Presence:-
Mr. Chandramauli Shah, learned counsel for the petitioner.
Ms. Prabha Naithani, learned counsel for the respondents, through video conferencing.

Hon'ble Pankaj Purohit, J.

By means of this writ petition, the petitioner has challenged the e-auction sale notice dated 03.11.2026 issued by Authorized Officer, Union Bank of India, respondent no.1.

2. Facts of the case are that petitioner, residing with his aged, ailing mother, availed a ₹9,80,000/- Cash Credit Limit on 09.10.2023 from respondent no.2-Bank by equitably mortgaging his residential property in Bageshwar. Initiating SARFAESI Act proceedings (citing a Section 13(2) notice dated 30.08.2024 and Section 13(4) constructive possession dated 06.03.2025, the bank issued an e-auction notice on 19.09.2026 scheduling the property's sale for 28.10.2026. Despite the petitioner's willingness to repay the entire outstanding amount in easy installments, neither the bank nor the District Magistrate (approached via representation dated 26.10.2026) responded to his requests.

3. Learned counsel for the petitioner submits that petitioner's mother is an elderly and ailing lady residing with the petitioner in the property in-question, and she

has no other place to go. The petitioner has been regularly depositing the loan installments with the Bank; however, owing to his ill health, financial losses and resulting hardships, he could not maintain the loan account, which consequently became overdue. It is further submitted that the petitioner is willing to deposit the outstanding amount in easy installments, if an opportunity is granted to him, in such manner and within such time as may be directed by this Court.

4. Learned counsel for the respondent-Bank submitted before this Court that an amount of ₹9,10,000/- is outstanding against the petitioner and if the petitioner is ready and willing to pay the outstanding amount with installments. She is agreeable to the same and further prays to this Court to fix installments on the petitioner to pay the outstanding amount. But she vehemently insisted that petitioner should deposit at least 50% of the outstanding amount to show his credential and *bona fides*.

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 ₹2,00,000/- in the branch of respondent-Union Bank of India, Laxmi Narayan Shopping Complex, Pindari Road, Near Saryu Pul, Bageshwar, District-Bageshwar, within a period of one month from today i.e. on or before 19.12.2026.

B. Subsequent thereto i.e. after 19.12.2026,

petitioner shall start making payment of outstanding amount i.e. ₹7,10,000/- in eight equal quarterly installments of ₹88,750/- and shall continue to pay the same.

C. The last installment i.e. eighth 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 go.

6. Accordingly the writ petition stands disposed of.

7. In view of the above settlement, the respondent-Bank is directed to hand over possession of the secured asset (residential house) to the petitioner.

8. Pending application also stands disposed of.

(**Pankaj Purohit, J**.)
19.11.2026

SK
SHUBHAM KAPRUWAN