



2026:AHC:54053-DB

HIGH COURT OF JUDICATURE AT ALLAHABAD

WRIT - C No. - 9905 of 2026

Vishnu Kumar And Another

.....Petitioner(s)

Versus

Union Of India And 2 Others

.....Respondent(s)

Counsel for Petitioner(s)	:	Lovekush Kumar Mishra
Counsel for Respondent(s)	:	A.S.G.I., Ashish Agrawal, Dhyan Shanker Pandey

Court No. - 1

HON'BLE AJIT KUMAR, J.

HON'BLE SWARUPAMA CHATURVEDI, J.

1. Heard Shri Lovekush Kumar Mishra, learned counsel appearing for the petitioners and Shri Dhyan Shanker Pandey, learned panel counsel for the respondent-bank.

2. By means of this petition filed under Article 226 of the Constitution, petitioners have prayed for following relief :

"Issue a writ a writ order or direction in the nature of certiorari quashing the impugned sale notice dated 19.2.2026 issued by respondent no. 2, Authorized Officer, Union Bank of India Dayal Bagh Road, Patel Market, Dayal Bagh Agra, District Agra for selling the immovable property as per demand notice dated 5.8.2022 being House no. 40A/E.N./301/1, Ishwar Nagar, Kakretha, Near Amar Ujala Press, Sikandra Road, Agra District Agra for recovery of Rs.10,92,653.86+ interest fixing date 13.3.2026 for e-auction."

3. It is contended on behalf of the petitioners that 13.3.2026 was fixed for auction sale, but no auction sale took place and he further submits that petitioners are ready to pay back entire dues.

4. Learned counsel appearing for the respondent bank does not dispute this fact that auction sale could not take place on the

scheduled date however he submits that as on date, petitioners have a liability of Rs. 15,92,124.66/- and if they pay Rs.3 lakhs within the next 30 days time, the bank would be ready to accept the remaining installments fixed by this Court.

5. Learned Standing Counsel appearing for the State respondents submits that if the financial institution is agreed to the request made by the borrower then it is the financial institution who is to only support and the State authority has nothing to do in the matter.

6. Since parties agreed for payment and acceptance of dues in easy installments, we **dispose of** this petition with the consent of parties with the following directions:-

(i) Petitioners shall be first filing an affidavit within ten days from today with this undertaking that they will be depositing Rs.3 lakhs within thirty days from today with the respondent no. 3 and shall also be depositing entire remaining dues in three bimonthly equal installments without fail.

(ii) In the event, petitioners furnish above undertaking and make deposit as directed herein above, the Bank/ financial institution, namely, respondent no. 3 shall supply the statement of account regarding dues to be paid by the petitioners in three bimonthly equal installments. The statement of account shall be provided within a week of deposit of amount adjusting the entire amount deposited by petitioners till that date. The statement of account shall show such deposit previously made.

(iii) After receiving the statement of account, the petitioners would be depositing the entire remaining dues within three bimonthly installments to begin with from 18th May, 2026.

7. In the event petitioners comply with the aforesaid directions by making deposit of Rs.3 lakhs within thirty days and furnishing an affidavit, no proceeding shall be pursued by the respondent financial institution as per the undertaking given by its counsel, under the SARFAESI Act, 2002.

8. However, we may clarify that in the event petitioners fail to make deposit of Rs.3 lakhs and fail to furnish an affidavit with respondent no. 3 and/or further fail to pay back the dues as directed herein above, the protection granted under this order shall cease to operate and respondent no. 3 shall be at liberty to pursue the remedies available to it by taking measures under Section 13 read with Section 14 of the SARFAESI Act, 2002 and no second writ petition would be entertained in any circumstances, nor any modification application for modification of this order shall be entertained.

(Swarupama Chaturvedi,J.) (Ajit Kumar,J.)

March 17, 2026

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