

EX 112/22

THE JAMMU AND KASHMIR BANK LTD Vs. PUSHPA MITTAL
AND ANR

10.02.2026

Present: Sh. Uday Shankar & Sh. Awadhesh, Ld. counsel for DH with
Sh. Mohd. Yunis, Branch Manager of DH bank.
JD no. 1 in person.
JD no. 2 produced from J/c (in civil imprisonment).

1. Despite earlier orders, senior official of the DH bank has not appeared. After many dates, today JD no. 1 has appeared in court and she submits that she is holding title rights of second floor without roof rights in property bearing no. J-15/6, khasra no. 666, Village Ghonda Gujran Khadar Abadi of J-Block Gali no. 1, Jaiprakash Nagar, Ganwari Road, Ghonda, Shahdara, Delhi. She submits that this property is semi-built and can be used for satisfying the decree in question by putting the same to auction as she does not have funds to pay to the DH. Separate statement of JD no. 1 in this regard is recorded.
2. On query from JD no. 2, it transpires that the first floor of the above property was of JD no. 2 and he claims that he transferred it to his son Nikhil in 2018. But, he does not specify how the said transfer took place.
3. I may note that it was after much efforts that presence of JD no. 2 could be procured after his arrest and only then JD no. 1 (who is wife of JD no. 2) has deemed it necessary to appear in court.
4. Counsel for JD no. 2 submitted that considering the statement given by JD no. 1, JD no.2 should be released from civil imprisonment.

5. Let JD no. 2 place on record the documents through which he claims to have transferred the first floor of the above described property to his son Nikhil so that it can be ascertained as to how the decree in question can be satisfied qua JD no. 2.
6. I may note that in this case the decree under execution was passed on 29.07.2011 for an amount of Rs.3,45,430/- along with *pendente lite* and future interest @ 11% p.a. till realization with the money payable by JD-1 and JD-2 jointly and severally. The interest is to be given w.e.f. 05.05.2009.
7. Counsel for DH on instructions from the concerned bank Manager Sh. Mohd. Yunis submits that bank had earlier offered an OTS to the JD for a lump sum amount of Rs.3,18,895/- if the same amount was paid in three months. This was on 17.03.2025. He submits that bank is willing to settle the matter at the said amount itself if the money is given within a fixed time period. He further submits that bank is also willing to off set an amount of Rs.58,411/- received from the JDs during pendency of execution. Meaning thereby, bank is willing to settle the entire matter now for a lump sum amount of Rs.2,60,484/-.
8. Signatures in this regard are taken on this order-sheet.
9. List on 12.02.2026.

AASHISH GUPTA
DJ-01/NE/KKD/DELHI
10.02.2026