सत्यमेव जयते

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Decided on	**05/06/2026**
Duration	**Y**: 00 **M**:00 **D**: 15
EXHIBIT	**6**

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IN THE COURT OF PRINCIPAL SENIOR CIVIL JUDGE & ADDITIONAL CHIEF JUDICIAL MAGISTRATE, AT : JAMNAGAR

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Criminal Misc. Application No. 1586 of 2026

ICICI BANK LTD.
Having its Office At : *ICICI Bank Tower, Nr. Chakli Circle, Old Padra Road, Vadodara, Gujarat - 390007.*
Branch Office At : *Jai Hind Press Building, Nr. Sharda Baug, Rajkot.*
Through Its Authorised Officer :
Mr. Mitesh Padadhariya.

...Applicant

V E R S U S

1. **Chauhan Darshan** ***(Borrower)***
2. **Sunil N. Chauhan** ***(Co-borrower)***
3. **Jaydeep Sunil Chauhan** ***(Co-borrower)***
4. **Rathod Kinjal** ***(Co-borrower)***

All are residing at the same Address :
Vibhana Fali, Devubha No Chowk,
Opp. Girdhari Temple, Jamnagar.

Also at :
Sub-plot No.240/1,
Dream City, R. S. No.261,
Ward No.11, Sheet No. 186,
C.T.S. No.2975/240/1, Plot No.240 & 241,
Nr. Swaminarayan Nagar, Jamnagar.

...Opponents / Borrowers

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Subject :- ***Application under Section - 14 of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 for taking possession of secure assets for sale.***

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Appearance *:-*

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*Advocate for the Applicant/s : **Ld. A. C. Vyas.***

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:: J U D G M E N T ::

1. The present application is submitted by the applicant under Section 14 of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (in short "SARFAESI Act"), on the ground that opponents approached the applicant for the procurement of finance by way of Credit Facility / Loans against property bearing to the tune of ***Rs.16,25,000/- vide Loan A/c. No.LBJAM00006183172*** and the said opponents have offered their property mentioned in application / affidavit as security for the due payment for the said credit facility with interest cost and charges.

1.1 It is stated by the applicant that the borrower were agreed with the terms and the documents so executed by the borrowers and therefore the applicant agreed to provide a loan of ***Rs.16,25,000/-*** and mortgage charge was created on the property so offered by the opponents. The said borrowers had executed various documents for availing loan, which are attested collectively as Annexure with the application.

1.2 It is submitted by the applicant that the said borrowers failed and neglected to pay the installment as and when same fall due. The statement of account of the loan availed by the borrowers are attached with the application as Annexure. As the borrowers failed to make repayment of the dues, the account of the opponents is classified as *Non-Performing Assets i.e.* ***N.P.A. on 02.10.2025*** as the opponent fail to pay the outstanding amount as per (RBI) Reserve Bank of India guidelines/directives. ***As on 21.12.2025 the outstanding total amount of Rs.15,62,544/- (Rupees : Fifteen Lakh Sixty-Two Thousand Five Hundred Forty-Four Only)*** which includes the principal amount as well as interest amount.

1.3 The Applicant made several requests to the said borrowers for the repayment of the loan dues. However, the said borrowers failed to pay the dues and the account has continued to remain NPA. On account of continued default by the said borrower, the applicant decided to enforce the security interest created in favour of the Applicant u/S.13

of the SARFAESI Act, 2022 (in short hereinafter referred to as "said Act" for recovery of dues).

1.4 Further, the Applicant stated that applicant was issued a Demand Notice dated **21.12.2025** upon the opponents' address through Registered Post/affixing/paper publication under Section 13(2) of the SARFAESI Act, 2002, calling upon the opponents to pay a sum of Rs.15,62,544/-, being the entire outstanding liability as on 21.12.2026, together with interest thereon, within a period of 60 days from the date of the said notice, failing which the Applicant would be constrained to take appropriate action as contemplated under the provisions of the **SARFAESI Act**. The said Demand Notice was also served through paper publication in two newspapers, namely **“Lokmitra” in Gujarati and "Free Press Gujarat" in English dated 28.01.2026** in accordance with law.

1.5 It is respectfully submitted that, due to continuous and intentional default on the part of the opponents, the applicant was constrained to exercise the powers conferred under the provisions of the SARFAESI Act by issuing a statutory notice to the opponents/borrowers, which was duly served upon them. However, the opponents/borrowers neither replied to the said notice nor raised any objections thereto and failed to discharge their liability within the stipulated period of 60 days, as prescribed under the Act, together with incidental interest, charges, and other dues. It was clearly stated in the said notice that, in the event of failure, the applicant would be entitled to exercise all or any of its rights under Section 13(4) of the SARFAESI Act in respect of the secured assets. Thereafter, the Applicant-Bank took **symbolic possession** of the secured assets on **08.04.2026** by way of notice under Section 13(4) of the SARFAESI Act, and the **Possession Notice** was duly published in two leading newspapers, namely **“Lokmitra” in Gujarati and "Free Press Gujarat" in English** dtd. on **11.04.2026,** and the said notice was affixed on the conspicuous part of the property in accordance with law.

1.6 The applicant is therefore constrained to move this application under Section 14 of the Act *inter alia* praying for the assistance for taking physical possession of the said property (Secured Asset) exclusively under the charge with the Co. And hand over the same to Co.

1.7 It is also stated by the applicant that in the application that the property situated in the jurisdiction of this Court and therefore this Court has the jurisdiction to take the possession of the said secured assets *i.e.* the property mentioned in the application and deliver the same to the applicant as per Section 14(1) of the SARFAESI Act. The applicant has also stated that the up to the best knowledge of the applicant no order of restrainment or stay has been granted by any Court preventing the applicant from taking possession of the said property, therefore the applicant is entitled for the relied prayed by the applicant.

2. The application of the applicant has supported with all the necessary attested documentary vide Exh.3.

3. On the perusal of record, it appears that the applicant has served the notice under Section 13(2) of the SARFAESI Act to the opponents which is produced along with the documentary list of Annexure. The copy of the Demand Notice issued u/S. 13(2) of the SARFAESI Act alongwith, RPAD Receipt, and Paper Publication are also produced at Page Nos.39 to 71. Thus, the applicant has fulfilled all the mandatory requirements of the SARFAESI Act. Moreover, looking to the description of secured asset, it appears that *property situated at Jamnagar,* therefore, this Court having jurisdiction over the property.

4. In view of the Judgment of the Hon'ble Gujarat High Court as decided in SPECIAL CIVIL APPLICATION NO.215 OF 2011 in case of IDBI BANK LTD Vs. DISTRICT MAGISTRATE AND OTHERS, wherein Para No.8(xi) it is held that :-

> *8 (xi). "All such determination is to be made by the Debts Recovery Tribunal including the question whether the asset is a secured asset or not and the Chief Metropolitan Magistrate or the District Magistrate has not been empowered to adjudicate such dispute, but is directed only to assist the secured creditor in taking possession of the secured asset. If they are not empowered to adjudicate the dispute, they cannot also call for the secured creditor to*

produce any document to decide whether the asset is secured asset or not, which will be futile exercise in absence of power to adjudicate such issue.

Under Clauses (a) and (b) of Section 14(1), the Chief Metropolitan Magistrate or the District Magistrate and on request, are bound to take possession of the secured assets as also the documents relating thereto. If the documents are to be obtained by them, the question of asking the secured creditor to produce the document in all cases does not arise. Therefore, they do not have jurisdiction even to call for the documents.

5. Therefore, this Court does not have issued notice to the opponent. Moveover, Hon'ble Allahabad High Court has held in the judgment of Shipra Hotels Ltd. and Anr. Vs. State of U.P. on 25.11.2022 that C.M.M. or D.M. is not required to give notice to borrower before passing order u/S.14(1) of SARFAESI Act and held that the C.M.M. has to consider only two aspect :

(i) Whether the property situated within the local jurisdiction of C.M.M. ?

(ii) Whether the provision of notice u/S 13(2) of SARFAESI Act is complied with or not ?

Herein, this case both the aspects are confirmed and complied by the applicant therefore this Court does not have find any reason to issue notice to the opponents (borrower).

6. In the view of judgment of Hon'ble Supreme Court in the case of ***Authorised Officer Indian Bank Vs. D. Visa Lakshmi dtd. 23.09.2019*** para 48 that the A.C.J.M. is empowered to adjudicate such dispute. Upon perusal of the documents it appears that the sufficient opportunity is given by the applicant to the opponent to repayment the outstanding amount hence considering the above facts of the application and the judgment of Hon'ble High Court of Gujarat and the judgment of Hon'ble Supreme Court, this Court is empowered to pass the order to take the possession under Section 14(1)-A of the SARFAESI Act and hence the passing order : -

-:: FINAL ORDER ::-

1. The application of the applicant is hereby Granted.

2. I hereby authorized ***C. D. Somaiya (Assistant), 6th Addl. Senior Civil Court, Jamnagar as Court Commissioner*** under Section 14(1)-A of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002.

3. The Court Commissioner is directed to take possession of the properties mentioned in the present application (secured assets) which is described under :-

All Part & Parcel of Immovable Residential Property (secured assets) being House situated on the Land area adm. 66-63 sq. mtrs. equals to 717-20 sq. feet of Sub-plot No.240/1 of Amalgamated Plot No.240 of area known as "Dream City" of city survey ward No.11, Sheet No.186, City Survey No.2975/240/1 of Revenue Survey No.261, located at Jamnagar, Tal. & Dist. Jamnagar in the State of Gujarat.	
North	*Sub-plot No.240/2*
South	*Plot No.239*

East	*7-50 Mtrs. road*
West	*Plot No.250*

With all the peace and parcel and rights title and interest in the property mentioned above owned by the opponents.

4. If the house is found locked, the Court Commissioner shall take possession by opening the lock or in any other manner and note thereof shall be made in writing.

5. After taking possession, any materials, documents or things if found the same should be listed and the list thereof shall be handed over to the applicant and the materials, things, documents be handed over to the authorized officer of the bank, a copy thereof be kept with the record.

6. The assistance of the police official of the concerned Police Station in the jurisdiction of which the property is located be made available to the Court Commissioner while taking possession. The Commissioner shall be entitled to take necessary action for the purpose.

7. The applicant shall bear the costs of recovering the possession as well as the required assistance shall be provided to the Court Commissioner.

8. The applicant has deposited amount of Rs.**12,000/- vide Register G No.160 dated 02/06/2026** towards the expense and remuneration of the Court Commissioner

9. The said work shall be executed by the Commissioner during public holidays or after Court hours.

*Signed and pronounced in open Court today on this **5th day of June, 2026.***

Date :- 05/06/2026
Place :- Jamnagar.

[Narendrakumar G. Parmar]
Principal Senior Civil Judge &
Additional Chief Judicial Magistrate,
Jamnagar, *Code: GJ00869*