THE COURT OF THE PRL.SR. CIVIL JUDGE & CJM,

AT : RAICHUR

PRESENT: Smt. B.T Annapoorneshwari,
B.A., LL.B., LLM.,
Prl.Sr.Civil Judge & CJM,
Raichur

Dated this the 5th day of August 2026

Crl.Misc.No.115/2026

Petitioner / Secured Creditor:	M/s AADHAR HOUSING FINANCE LIMTED (Erstwhile DHFL Vyasya Housing Finance Limited) Regd. Office: No.3, 2nd Floor, JVT Tower, gth 'A' Main Road, S.R. Nagar, Bangalore-560027 And inter alia a Branch at **SINDHANUR BRANCH** No. 4-107-73, Ward No.8, Identification Srs Complex Sindhanur Bustand, Raichur-5, Sindhanur – 584128. Represented by its Authorized officer on behalf of Sindhanur Branch SRI. MANJUNATHA KR S/o Late Rajanna Aged about 43 Years.

(By Smt. Parvathi, Advocate.)

-V/s-

Obligors : 1. Mr. Rangappa Nayak S/o Venkoba Nayak Hemanuru, Raichur Near Basavanna Temple, Raichur, Karnataka – 584111.

And Also At :
Property No: 89, Hemnur V, Kothdoddi
Gp. Devadurga Tq,
Pid No 152300 101000520068,
Hemnhal Raichur, Karnataka – 584111.

2. Mrs. Bhimavva V W/o Venkoba Nayak
Shirahatti Road, Gadag,
Karnataka - 582112.

Order on application filed under section 14 of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002.

The secured creditor filed this application seeking orders under section 14 of SARFAESI Act.

DESCRIPTION OF MORTGAGED PROPERTY

A Residential House property bearing Panchayat number 89 and its Pid No.152300101000520068, measuring EW: 5.486400000000001 Meter, NS : 17.3736 Meter, Totally measuring 95.32 Sq Meters in which constructed area Plinth Area 82.68 Sq.Mtrs, situated at Hemanur Village within the limits of Kottadoddi Gram Panchayat, Tq.Devaduregа Dt. Raichur District Bounded on.

East : House of Bheemaray S/o Venkob
West : Road
North: Road
South: Open Site

2. The petitioner/secured creditor asserts that, the obligors are in the capacity of borrower and co-applicant/guarantor have entered into housing loan agreement with the secured creditor for Rs.7,86,724/- against the housing loan agreement on 08.09.2024 under the loan account bearing no.31710000200, the loan the carries rate of interest at 17.12% per annum, repayable in 120 equated monthly installment of Rs.13,673/-. The borrowers mortgaged the said schedule property by way of deposit of title deed and availed loan from the secured creditor.

3. Later the borrowers failed to make repayment in terms of loan agreement. Consequently, the account of said obligors have been classified as non-performing assets on 08.01.2026 and issued Demand notice on 09.01.2026 under Section 13(2) of the Act of the Sarfaesi Act to the respondents herein to discharge their liabilities by repaying amount of Rs.8,21,130/- in full within 60 days from the date of the demand notice. The petitioner further submits that the said demand notice was duly served through the Register Post and Paper publication was taken. The respondent not replied to statutory Notice. The respondents failed to discharge their liabilities within the period stipulated in the Sec.13(2) demand notice. Despite of service

of notice the obligors not liquidated their liability towards the secured creditor and the same was published in Daily Newspapers New Indian Express and another News paper Samyukta Karnataka on 14.01.2026. Despite of service of notice the obligors not liquidated their liability towards the secured creditor. It is averred that the amount of Rs.8,20,071.55/- is outstanding on 30.03.2026. The obligors are in possession of schedule property and they are not allowing the secured creditor to take possession of the schedule property. Hence, in order to realize the outstanding dues by recourse under the Act the secured creditor filed this petition.

4. I have heard learned counsel for petitioner/ secured creditor.

5. The following points arise for My consideration and determination:-

1. Whether the Secured Creditor is entitled to the relief under Section 14(1) of SARFAESI Act?

2. What order?

6. That, My answer to the aforesaid points are as under:-

<u>Point No.1</u> :- In the AFFIRMATIVE
<u>Point No.2</u> :- As per the final order
for the following:-

R E A S O N S

7. Point No.1:- That, the Secured Creditor filed this petition alleging failure on the part of the obligors to repay the loan amount as per the terms of loan agreement. In view of the same the account of borrowers has been classified as non-performing assets on 08.01.2026 and despite issue of statutory notice in compliance under Section 13(2) of the Act and service thereof, the borrowers have failed to make payment in terms of loan agreement. It is averred that, in order to realize the outstanding loan amount by taking of possession of secured assets, the assistance of the court is necessary. The secured creditor has placed on record the loan agreement, Memorandum of deposit of title deed, copy of notice addressed under section 13(2) of the Act, Postal receipts and Track consignment for having served the notice.

8. It is apparent from the material placed on record that the borrower has availed credit of Rs.7,86,724/- against the housing loan agreement on 08.09.2024 under the loan account bearing no.31710000200, the loan the carries rate of interest at 17.12% per annum, repayable in 120 equated monthly installment of Rs.13,673/-. It is also evident that the obligor has mortgaged the

schedule property by way of deposit of title deed and created security interest thereof. The material placed on record reveals that the obligor is the owner and in possession of the schedule property. It also emanates that, the borrower has committed default in repayment of loan amount and he is in due of Rs.8,20,071.55/-.

9. The secured creditor has filed verifying affidavit in compliance with the proviso to Section 14(1) of the Act. The averments of the petition manifestly discloses the default in repayment of loan committed by the obligors.

10. Section 13 of the Act is self code in itself. It provides for the enforcement of security interest. Further, sec.14 empowers this court to assist the secured creditor in taking possession of the secured assets. The only requirement the secured creditor is to satisfy this court by way of affidavit about the aggregate amount of financial assistance granted, creating security interest by the obligors over schedule property, default committed by the obligors, details of outstanding due, classification of loan account as non performing assets, service of notice in compliance of sec. 13(2) of the Act and non compliance thereof by the obligors, etc. Accordingly, the secured creditor has filed affidavit narrating all the relevant facts

and also produced documents to the satisfaction of this court. The Hon'ble High Court of Karnataka in W.P.No.35696/2015 held that, if the requirement under first proviso to Sec.14 of the Act is complied to the satisfaction of the magistrate, then required assistance shall be given to the secured creditor for taking possession of the secured asset without further delay. In the instant case, the authorized officer has filed affidavit from which the grant of financial assistance by the secured creditor to the obligors by creating security interest on the scheduled property, default committed by the obligors in repayment and outstanding due of Rs.8,20,071.55/-, non compliance of statutory notice U/Sec.13(2) of the Act, etc can be seen. It is made out that the obligors are not allowing the secured creditor to take possession of the secured assets. Accordingly, the secured creditor has satisfied the requirement of first proviso appended to Sec.14(1) of the Act. Hence, **point No.1 is answered in the AFFIRMATIVE.**

11. Point No.2:- That, as discussed on point No.1, I proceed to pass the following :-

O R D E R

The petition filed by the secured creditor under Section 14 of SARFAESI Act, is hereby allowed.

1. One Advocate is hereby appointed as Commissioner to take possession of the immovable property described in the schedule from the borrowers, prepare inventory and draw panchanama about taking possession and forward the same to the secure creditors.

2. In the event of any resistance by the borrowers in taking possession of schedule property the commissioner is at liberty to take police aid. In that event the jurisdictional police are directed to provide police aid for taking possession of schedule property by the court commissioner.

3. The fees of court commissioner is fixed at Rs.5000/- tentatively and secured creditors is directed to pay the said amount directly to advocate commissioner.

4. Office to issue commission warrant in favour of court commissioner.

(Dictated to the Stenographer, transcribed, typed by him, corrected by me and then pronounced in the open Court on this the 5th day of August, 2026.)

Sd/-
(B.T Annapoorneshwari)
Prl.Sr. C.J & CJM, Rcr.