**IN THE COURT OF CHIEF JUDICIAL MAGISTRATE, PASCHIM BARDHAMAN**

**Misc Case NO 01/2025**
**(CNR – WBBD16-00095-2025)**

**Present: Sri Girijananda Jana (WB001024)**
**CJM, Paschim Bardhaman**

**Indian Bank (earlier Allahabad Bank)**

**Petitioner**

**Vs**

1. **M/S Unicraft Enterprise**
   **( Proprietorship Firm, borrower)**
   **Prop. Sandip Ghosh**
2. **Sandip Ghosh (Borrower & Proprietor)**
3. **Smt Bandana Ghosh (Guarantor)**

**....Opp Parties**

**Dated : 10.03.2025**

1. Today is fixed for the order. The petitioner is represented by his Ld. Advocate. Ld Advocate for the petitioner files an affidavit. Let it be kept with the record.The record is taken up for passing the order.
2. This application has been filed under section 14 of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI Act), which has since been amended vide the Enforcement of Security Interest and Recovery of Debts Laws and Miscellaneous Provisions (Amendment) Act, 2016 (12.08.2016).
3. The petitioner, being a secured creditor, seeks assistance from the undersigned in taking possession and control of the secured asset, which is stated to be within the territorial jurisdiction of the undersigned. The respondents are stated to be the borrowers within the contemplation of SARFAESI Act. It is submitted that the property, as mentioned in the application, is a secured asset upon which the borrowers created security interest to secure repayment of the financial assistance extended by the petitioner/applicant. The borrowers defaulted in repayment of the financial assistance, and their account was classified as a non-performing asset. Subsequently, on **18-09-2019, statutory notice in writing under section 13(2) of**

**the SARFAESI Act** was sent to the borrowers requiring them to discharge their liability in full within sixty days, also detailing the amount payable and the secured assets intended to be enforced in the event of non-payment of secured debts. The Authorised Officer of the applicant finance company has affixed a possession Notice dated **06-12-2019** on the main door of the secured immovable properties mortgaged with. Symbolic possession of the said secured assets was published in two daily newspapers being " **SANGBAD PRATIDIN " (Bengali) and " BUSINESS STANDARD" (English) dated 10.12.2019**.

4. It is then submitted that no competent court or forum has granted a stay in favour of the respondents.
5. It is noted that the property is stated to be in possession of the borrowers / guarantors and not in favour of any lessee (under any valid or invalid or doubtful lease) or any other person.
6. The original documents have been perused, as mentioned in the application, and are supported by the affidavit required by the first proviso to section 14(1) of the SARFAESI Act. It states that the petitioner has complied with all its provisions.
7. The property (secured asset) is an immovable property described as

   **Schedule – B :**

   **"Leased Property in the name of M/S Unicraft Enterprise represented by Sri Sandip Ghosh bearing Lease Deed No :- I – 4073 of the year 1991 ( Lessor being the State of West Bengal ) situated and recorded in Khatian No:- 2067, 2061, 2069 & 2097, C.S. Plot No :- 1796 (p),1797 (p), 1798 (p), 1799 (p), & 1800 (p) under Mouza Gopinathpur, J.L. No:- 85, Touzi No :- B1 of No. 1018, P.S. Coke Oven Durgapur, Sub Division Durgapur, District Paschim Bardhaman, West Bengal , Area of land 10 katha or 0.165Acre more or less with standing structures, stocks, machinery there in**

   **Butted and bounded by :-**

   **North :- Factory of Fortune Gas,**

   **South :- Factory of Sri Durga Paint,**

   **East :- 40 feet wide ADDA Road,**

   **West :- Boundary Wall of ABL."**

8. The description is the same in the security agreement and the title documents. It is within the territorial jurisdiction of this court. The

original title documents and copies of the previous chain of documents with respect to the said property are with the petitioner, thereby creating an equitable mortgage. The amount due is **Rs.48,49,057/-(Rupees Forty Eight Lakhs Forty Nine Thousand Fifty Seven Only)** and that is not less than twenty per cent of the principal amount and interest as per clause (j), and the property is not the one hit by other clauses of section 31 of the SARFAESI Act. Sixty days' notice given under section 13(2) of the SARFAESI Act has been seen, giving details of the outstanding amount and details of the secured asset, along with the original postal receipt and the newspaper publication.

9. As all such requirements have been fulfilled, it becomes mandatory for the undersigned, the Chief Judicial Magistrate, to order possession of the assets mortgaged with the petitioner and the documents related thereto and forward the same to the secured creditor. As per section 14, the court may take or cause to be taken such steps as use of cause to be used such force as may be necessary.

**10.** In view of this position, I hereby appoint **Advocate Smita Chatterjee Asansol Bar** as Receiver to take the physical possession of the secured asset, that is, the immovable property described as

**Schedule – B :**

**"Leased Property in the name of M/S Unicraft Enterprise represented by Sri Sandip Ghosh bearing Lease Deed No :- I – 4073 of the year 1991 ( Lessor being the State of West Bengal ) situated and recorded in Khatian No:- 2067, 2061, 2069 & 2097, C.S. Plot No :- 1796 (p),1797 (p), 1798 (p), 1799 (p), & 1800 (p) under Mouza Gopinathpur, J.L. No:- 85, Touzi No :- B1 of No. 1018, P.S. Coke Oven Durgapur, Sub Division Durgapur, District Paschim Bardhaman, West Bengal , Area of land 10 katha or 0.165Acre more or less with standing structures, stocks, machinery there in**

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11. The Receiver shall notify the Authorized Officer of the secured creditor and the borrower, personally / speed post, at least fifteen days in advance. A copy of such fifteen-day advance notice shall also be affixed on the main door or other conspicuous part of the said property. A copy of this order shall also be affixed along with such notice, and photographs shall be taken as proof.

12. After the expiry of the notice, the receiver shall take possession of the aforesaid property. The proceedings shall be photographed or video recorded according to the situation. The Receiver shall be empowered to break open the locks, doors, windows, and shutters and remove any obstruction, if required, for taking possession of the property. In such eventuality, the Receiver shall prepare an inventory of the articles found therein, which the witnesses shall duly sign. Copies of the inventory shall be handed over to the borrowers if present at the site under acknowledgement and also to the petitioner's authorized officer.

13. After taking over the possession of the aforesaid assets, the Receiver shall forward the same to the Petitioner through its authorized officer. The Receiver shall exercise all due care and caution and not violate the orders of any Court of Forum relating to the aforesaid property.

14. The petitioner shall furnish all necessary details to the Receiver and extend full cooperation to execute this order. **The Officer-in-Charge of Coke Oven PS, Durgapur** is also directed to provide police assistance to the Receiver to ensure the smooth execution of this order.

15. The fee of the Receiver is fixed at **Rs.10,000/ (Rupees Ten Thousand Only),** which should be paid in advance to the Receiver against acknowledgement. Steps be taken within seven days from today in this regard.

16. Accordingly, it is directed that the receiver will issue the possession notice to the authorised officer of the secured creditor and to the borrowers within seven working days of receiving the copy of this order.

17. The Receiver shall file his report along with photographs/video, CD, documents if any, inventory prepared if any, immediately after execution of order.
18. For removal of doubts, it is made clear that objections/applications, if any, may be preferred by any borrower, guarantor, mortgagor, lessee or any other aggrieved person before the Debt Recovery Tribunal having jurisdiction, as per the amended provisions of section 17 of SARFAESI Act.
19. If the recovery proceedings are stayed by Debt Recovery Tribunal or any other forum and in case the stay order is subsequently vacated and the applicant is granted liberty to recover the possession of the property, the mandate of the receiver to recover possession would stand extended and he/she shall be at liberty to recover the possession of secured assets and hand over the same to the petitioner of this case. For this purpose, the petitioner, through an authorized representative, may contact the receiver, and the receiver shall recover the possession of the same on the same terms as mentioned in this order, and there shall not be any requirement for the petitioner to approach this court for the extension of time or any other directions. However, if the petitioner decides not to recover possession, it shall apply to this court to terminate the receiver's mandate, and it shall not be lawful for the petitioner to instruct the receiver to refrain from or delay the recovery of possession.
20. A copy of this order be given to the petitioner bank and the Receiver. Bench Clerk is hereby directed to inform the receiver about this order and supply him/her with a copy of the order without delay.
21. The undersigned requires No further proceedings except receiving a report regarding the directions given above.

Fix 10/06/2025 for compliance report by receiver and further order, if any.

**Chief Judicial Magistrate,**
**Paschim Bardhaman at Asansol**