

**Misc. Case No. 1014 of 2025**  
**(CNR No.WBHW04-006705-2025)**



**Order dated 16/01/2026**

Today is fixed for order.

Ld. Advocate for the applicant is present. Ld. Advocate for the applicant already filed an affidavit affirming by the authorized officer that the application has exhausted all sorts of procedures as enumerated in the said Act and the mortgaged properties in question, there is no stay order or injunction as has been passed by any competent Court or by any Higher Authority and at present which is free from all encumbrances.

Now the record is taken up for passing necessary order.

It appears that an application has been filed by the **The Federal Bank Limited**, by its authorized officer, having its branch office at Loan Collection and Recovery Department(LCRD), Kolkata Division, 1<sup>st</sup> Floor, "Martin Burn House", 1, R.N. Mukherjee Road, Kolkata-700001, West Bengal .

The gist of the fact is that the Respondent(s)/Borrower(s)/O.Ps. approached the applicant/petitioner for financial assistance by mortgaging immovable property and on consideration, loan of **Rs.21,50,000/-** vide Loan Account No.**11967300001028** Sanction Letter dated 20.06.2019 had granted to the Respondent(s)/Borrower(s)/O.Ps in equitable monthly installments and in order to secure the said loans with all its related dues, the Respondent(s)/Borrower(s) created an equitable mortgage in favour of the petitioner by way of deposit of original Deed of Sale (Deed of Sale registered with office of the A.D.S.R- Howrah, West Bengal and incorporated in Book No. I, CD Volume No. 0502-2017, Page from 39472 to 39509, being No. 1-0502-01496 for the year 2017) in respect of immovable property being All the piece and parcel of one self contained residential Flat being no. 603 having super built up area 925 Sq. Ft. be the same a little more or less with marble flooring consisting of 2 bedrooms, one kitchen, two bath cum privis and one living cum dinning space and one balcony on the 6th floor of Block B of the building together with undivided proportionate share of the land underneath the said building and together with all rights easement, privileges, amenities appurtenances attached thereto situated in land admeasuring 12 Cottahs 10 Chittacks 38 Sq. Ft. at Howrah holding no. 22/5, Bhagwan Chatterjee Lane, P.S Bantra, District Howrah within the limits of Howrah Municipal Corporation, within the local jurisdiction of District Registry and District Sub-Registry Office Howrah, Ward No. 23, Pin-711101, appertaining to and being part of the L.R. Dag No. 249 & 268, under L.R. Khatian No. 411, Mouza Bantra, J.L. No. 1, Flat bounded on the East: Flat No.601, on the West: Open to sky, on the North by: By the Staircase, lift well and lobby, on the South by: Open to sky and the premises bounded on the East: Partly by 22, Bhagawan Chatterjee Lane and Partly by 3 Kantapukur 3rd bye Lane, on the West: Partly by HIT play ground and partly by passage, on the North by: HIT Road, on the South by: Play Ground. Later on, the Respondent(s)/Borrower(s)/O.Ps. defaulted in satisfying the loan amount and finally, on **19.07.2024** since, the said loan became due and unpaid, thereby classified as '**N.P.A.**'. The applicant issued a notice on **24.07.2024** upon the Respondent(s)/Borrower(s)/ O.Ps. U/s. **13(2)** of the SARFAESI Act. 2002 requesting them to meet up the outstanding amount of **Rs.20,00,282.50/-** in respect of Loan Account No. **11967300001028** within the stipulated 60 days. The notice was duly served upon the Respondent(s)/Borrower(s)/O.Ps. Later on, the said notice was published in two daily newspapers on **10.10.2024**. In reply, the Respondent(s)/Borrower(s)/O.Ps. made no representation objecting the claims of the appellant/petitioner in terms of Sec. 13(3A). Thereafter, the applicant took recourse to Section **13(4) of the said Act on 05.04.2025 by taking Symbolic Possession** and thereby circulating notice in two newspapers on **08.04.2025** but yielded no fruitful result. It is pertinent to mention herein that while taking the loans amount, the Respondent(s)/Borrower(s)/O.Ps deposited the original Deed of Sale of the property in favour of the applicant/petitioner as per agreement executed between the parties.

**(Cont'd...)**



**Order dated 16/01/2026 (Cont'd...)**

From the documents filed by the applicant/petitioner it appears that the scheduled properties were given in equitable mortgage by the Respondents to the applicant and they took the loan amount from the applicant/petitioner and thereafter they defaulted and could not repay the loans amount as above.

The applicant/petitioner has filed the documents to take physical possession of the secured assets as mentioned in the schedule of the petition to satisfy their dues. From the documents so filed, it appears that the lenders duly placed the scheduled properties in mortgage by furnishing the original deed of sale. Later an affidavit has also been filed by the applicant stating that there is no stay order or injunction issued in respect of any proceedings pending before any court of Law in respect of the property. The process U/s. 13(4) of the said Act having failed to yield the desired relief; hence, considering the fact that the secured assets are situated within the jurisdiction of this Court,

*Hence based on the above facts and circumstances and upon satisfaction as to the fulfillment of the statutory requirements, and being **satisfied with the nine-points affidavit**, the application filed u/s.14 of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (herein after referred to as SARFAESI Act), which has since been amended vide the Enforcement of Security Interest and Recover of Debts Laws and Miscellaneous Provisions (Amendment) Act, 2016 is **allowed**.*

On relying the judgment dated 06.11.2019 passed by the **Hon'ble Bombay High Court in case of Mr. Subir Chakravarty and Anr. V/s Kotak Mahindra Bank Ltd. And Anr. Delivered in Writ Petition (L) No.28480 of 2019**, an officer subordinate to this court has to be appointed to take possession of the secured assets.

Accordingly, it is

**ORDERED**

that the petitioner/applicant is permitted to take physical possession of the immovable properties of the respondent(s)/Borrower(s)/O.Ps as described in schedule of the application which are well within the jurisdiction of this Court -

**Schedule of the Secured Asset (Description of the entire property)**

All the piece and parcel of one self contained residential Flat being no. 603 having super built up area 925 Sq. Ft. be the same a little more or less with marble flooring consisting of 2 bedrooms, one kitchen, two bath cum privis and one living cum dinning space and one balcony on the 6th floor of Block B of the building together with undivided proportionate share of the land underneath the said building and together with all rights easement, privileges, amenities appurtenances attached thereto situated in land admeasuring 12 Cottahs 10 Chittacks 38 Sq. Ft. at Howrah holding no. 22/5, Bhagwan Chatterjee Lane, P.S- Bantra, District Howrah within the limits of Howrah Municipal Corporation, within the local jurisdiction of District Registry and District Sub-Registry Office Howrah, Ward No. 23, Pin-711101, appertaining to and being part of the L.R. Dag No. 249 & 268, under L.R. Khatian No. 411, Mouza Bantra, J.L. No. 1, Flat bounded on the East: Flat No.601, on the West: Open to sky, on the North by: By the Staircase, lift well and lobby, on the South by: Open to sky and the premises bounded on the East: Partly by 22, Bhagawan Chatterjee Lane and Partly by 3 Kantapukur 3rd bye Lane, on the West: Partly by HIT play ground and partly by passage, on the North by: HIT Road, on the South by: Play Ground.

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**Order dated 16/01/2026 (Cont'd...)**

The Head Clerk, C.J.M. Court, Howrah is directed to take physical possession of the scheduled property and after taking the same will be handed over to the authorized officer of the applicant creditor executing proper receipt as per Law, if the property in question is found free from all encumbrance.

If the scheduled property is under lock and key, the petitioner may break open the same on certain terms and conditions:-

1. The petitioner/applicant to remain present with proper identity proof, authorization paper and connected documents at the time of executing the order for the purpose of identification of the property in dispute.

2. The padlock/lock and key of the flat/premises/godown/office unit in question as mentioned in the application will be broken in presence of Authorized Officer of **The Federal Bank Limited** or its competent representatives and police.

3. A person of the locality may be present during breaking the padlock.

4. **The Federal Bank Limited** authority will prepare an inventory list in respect of the articles lying inside the premises compound concerned.

5. After completion of the inventory, a list will be handed over to the Head Clerk C.J.M. Court, Howrah, the Opposite party and a copy of the list is also to be submitted before the Court.

6. The Head Clerk CJM Court, Howrah is at liberty to take the help of both the I/C, **Bantra** P.S. if he faces any obstruction and to submit a compliance report.

7. The applicant is to bear the stipulated cost for providing force by the police.

Let a copy of this order be supplied to the Head Clerk for compliance.

Let the original documents be returned.

Fix **13.03.2026** for compliance report by Head Clerk.

Dictd & cortd by me

CJM

Chief Judicial Magistrate, Howrah  
(J.O. Code – WB01022)