



**IN THE HIGH COURT OF ANDHRA PRADESH
AT AMARAVATI
(Special Original Jurisdiction)**

[3558]

WEDNESDAY, THE ELEVENTH DAY OF FEBRUARY
TWO THOUSAND AND TWENTY SIX

PRESENT

THE HONOURABLE SRI JUSTICE CHEEKATI MANAVENDRANATH ROY

AND

THE HONOURABLE SRI JUSTICE TUHIN KUMAR GEDELA

WRIT PETITION No.3993 of 2026

Between:

1.M/S. SHANMUKHA BUILDERS, REP. BY CHINTHALAPUDI
SRIRANGA SUNITHA, PROPRIETOR W/O. CHINTHALAPUDI
SUBBA RAO, AGED 46 YEARS. OFFICE AT PLOT NO.8, BALU
RESIDENCY, DOCTORS COLONY, PEDAWALTAIR,
VISA KHAPATNAM, VISA KHAPATNAM DISTRICT.

...PETITIONER

AND

1.THE VISA KHAPATNAM CO-OPERATIVE BANK LTD, REP. BY
ITS AUTHORISED OFFICER CUM BRANCH MANAGER,
DABAGARDENS BRANCH, VISA KHAPATNAM,
VISA KHAPATNAM DISTRICT.

2.VADISELA NAGENDRA KUMAR, S/O. VADISELA SANYASI
RAO, AGED 36 YEARS, R/O. D. NO. 28-18-21/65, KANAKALA
VEEDHI, NEAR VAMBAY COLONY, DABAGARDENS,
VISA KHAPATNAM, VISA KHAPATNAM DISTRICT.

3.VADISELA NAGAMANI, W/O. VADISELA NAGENDRA KUMAR,
AGED 32 YEARS, R/O. D.NO.28-18-21/65, KANAKALA
VEEDHI, NEAR VAMBAY COLONY, DABAGARDENS,

VISAKHAPATNAM, VISAKHAPATNAM DISTRICT.

...RESPONDENT(S):

Counsel for the Petitioner:

1. REDDY VENKATA RAMANA

Counsel for the Respondent(S):

1.

The Court made the following:

THE HON'BLE SRI JUSTICE CHEEKATI MANAVENDRANATH ROY
AND
THE HON'BLE SRI JUSTICE TUHIN KUMAR GEDELA

WRIT PETITION No.3993 of 2026

ORDER: *(Per Hon'ble Sri Justice Cheekati Manavendranath Roy)*

Heard Mr. Reddy Venkata Ramana, learned counsel for the petitioner.

2. The 2nd respondent is the principal borrower, who availed loan from the 1st respondent-bank. The 3rd respondent, who is the wife of the 2nd respondent, stood as guarantor for the said loan transaction. They offered their immovable property as a security for repayment of the loan amount. As the 2nd respondent committed default in repayment of the loan amount, the 1st respondent-bank has initiated measures under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (for short, 'the SARFAESI Act').

3. The petitioner is a third party to the said loan transaction. It is not the borrower or the guarantor. So, it is no way concerned with the loan transaction. However, it is the contention of the petitioner that being a builder, it has entered into a sale transaction and a construction agreement relating to the secured asset with the 2nd respondent and that the 2nd respondent, without paying the sale consideration and also the money payable under the said construction agreement, has mortgaged the property with the bank and if the said secured asset is now allowed to be sold in the auction that may be held, the petitioner will be put to loss. Therefore, the petitioner sought for a direction in this

writ petition to the 1st respondent-bank not to proceed in any manner with regard to the possession and sale of the property in question.

4. If the petitioner got any grievance regarding non-payment of the amounts payable by the 2nd respondent in respect of the secured asset, it has to seek redressal of its grievance against the 2nd respondent in appropriate forum by initiating appropriate legal proceedings for recovery of the money due to it or for any other relief to which it is legally entitled. But certainly, it is not entitled under law to stall the proceedings initiated by the bank under the SARFAESI Act for recovery of the loan amount due from the borrower by way of taking possession of the secured asset and selling the same in the auction. Therefore, the writ petition is absolutely devoid of any merit.

5. Resultantly, the writ petition is dismissed. However, liberty is granted to the petitioner to approach the competent civil Court for redressal of its grievance.

As a sequel, interlocutory applications, if any pending, in this case shall stand closed. There shall be no order as to costs.

JUSTICE CHEEKATI MANAVENDRANATH ROY

JUSTICE TUHIN KUMAR GEDELA

Date: 11.02.2026
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