[3602]

IN THE HIGH COURT OF ANDHRA PRADESH AT AMARAVATI

THURSDAY, THE 9th DAY OF JULY,2026

:PRESENT:

THE HONOURABLE SRI JUSTICE BATTU DEVANAND

AND

THE HONOURABLE SMT JUSTICE SUNITHA GANDHAM

IA No. 1 OF 2026

IN

WP NO: 18295 OF 2026

Between:

Kuna Parvathi, W/o. Late Simhachalam, aged about 38 years, R/o D. No. 1-271, Venkateswara Colony-2, Tekkali Town and Mandal, Srikakularri District, A.P

Petitioner

AND

1. Bank Of Baroda, Rep. by its Regional Manager, Ragional Office, D. No.54-15-5, Dhoom Complex, 4th Floor, Flat No.301 and 302, Opposite N.T.R. Health University, Srinivasa Nagar Bank Colony, Vijayawada, N.T.R. District, A.P. - 520008.
2. Bank of Baroda, Rep. by its Branch Manager, Narasannapeta Branch, Opp. Rajeswari Theatre, Near RTC Complex, Natasannapeta Town, Srikakulam District - 532421.
3. Star Health and Allied Insurance Company Limited, Rep. by the General Manager, No. 15, Whites Lane, Whites Road, Royapettah, Chennai, Tamil Nadu State - 600014.

Respondents

Petition under Section 151 CPC is filed praying that in the circumstances stated in the affidavit filed in support of the petition, the High Court may be pleased to pass an interim order by staying all the further proceedings initiated under SARFAESI Act by the Respondent No.2 Bank regarding the property of the Petitioner i.e., a RCC house in an extent of 104.1 Sq. Yds. with Door No.1-181, Assessment No.260/2008 2009, Survey No.506/1, situated towards southern row of Venkateswara Colony, 1st

Ward, Raghunadhapuram Village, Tekkali Mandal, Srikakulam District, Pending disposal of WP No. 18295 of 2026, on the file of the High Court.

The petition coming on for hearing, upon perusing the Petition and the affidavit filed in support thereof and upon hearing the arguments of SRI SRINIVASA RAO NARRA Advocate for the Petitioner and Sri M.Sravan Kumar ,Standing Counsel for Bank of Baroda for Respondent Nos. 1 & 2 for the Respondent(s).

The court while directing issue of notice to the Respondents herein to show cause as to why this application should not be complied with, made the following order.(The receipt of this order will be deemed to be the receipt of notice in the case). The Court made the following

ORDER

"As per the learned counsel for the petitioner, petitioner's husband is an employee of APEPDCL and availed housing loan for an amount of Rs.14,02,500/- for the purpose of construction of house and the said loan account was covered by the insurance policy issued by the 3rd respondent. Thereafter, the respondent No.2 gave top-up loan to the petitioner in the month of May, 2024 for an amount of Rs.37,00,000/-. The petitioner's husband regularly paying monthly instalments.

Unfortunately, on 05.10.2024, the petitioner's husband died in harness. The respondent No.3 did not choose to settle the petitioner's claim as per the terms and conditions of the master policy issued by them. Thereafter, the respondent No.3 repudiated the claim made by the petitioner, which is challenged before the District Consumer Disputes Redressal Commission in C.C.No.5 of 2025 and the said complaint was allowed on 12.11.2025. The 3rd respondent preferred an appeal before the State Consumer Disputes Redressal Commission, Andhra Pradesh and it is pending. The 3rd respondent deposited 50% of the award amount towards statutory deposit before the said Commission. While the matter stood thus, the respondent No.2 issued Possession Notice dated 21.05.2026 to take possession of the petitioner's house property. Aggrieved by the same, the petitioner approached this Court.

In view of the admitted facts in this case that the house loan availed by the petitioner's husband is covered under the master policy issued by the 3rd respondent and the said dispute is pending before the State Consumer Disputes Redressal Commission, in view of the same the respondent Nos.1 & 2 ought to have wait till disposal of the said dispute before the said Commission instead of taking steps to take possession of the petitioner's house property. The 3rd respondent bank ought to have taken into account that during the lifetime of the petitioner's husband, he paid instalments of the loan regularly and the petitioner, at present, lost breadwinner of the family, and she is not in a position to clear the dues immediately. Besides this, the risk is covered under the master policy issued by the insurance company.

In view of the above factual position, there shall be an interim stay of all further proceedings, as prayed for."

SD/- K. KASIRAO ACHARI
ASSISTANT REGISTRAR

//TRUE COPY//

For SECTION OFFICER

To,

1. The Regional Manager, Bank of Baroda, Regional Office, D. No.54-15-5, Dhoom Complex, 4th Floor, Flat No.301 and 302, Opposite N.T.R. Health University, Srinivasa Nagar Bank Colony, Vijayawada, N.T.R. District, A.P. - 520008.
2. The Branch Manager, Bank of Baroda, Narasannapeta Branch, Opp. Rajeswari Theatre, Near RTC Complex, Natasannapeta Town, Srikakulam District - 532421.
3. The General Manager, Star Health and Allied Insurance Company Limited, No. 15, Whites Lane, Whites Road, Royapettah, Chennai, Tamil Nadu State - 600014. (by RPAD- 1 to 3 - along with a copy of petition and memorandum of grounds)
4. One CC to SRI. SRINIVASA RAO NARRA Advocate [OPUC]
5. One CC to SRI M.Sravan Kumar, Advocate [OPUC]
6. **One spare copy**

TVSR

HIGH COURT

DEV,J

&

SUN,J

DATED: 09/07/2026

POST THE MATTER ON 06.08.2026, TO ENABLE THE RESPONDENTS TO FILE THEIR COUNTERS

ORDER

IA No. 1 OF 2026

IN

WP NO: 18295 OF 2026

INTERIM STAY