GAHC010062322024

2026:GAU-AS:7966-DB

THE GAUHATI HIGH COURT
(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)

Case No. : WP(C)/2227/2024

KIRTI GOEL
W/O- ARVIND GOEL,
SUROJ COURT,
PANBAZAR, GUWAHATI-01

VERSUS

UCO BANK AND ANR
10 BTM SARANI, BRABOURNE ROAD , KOLKATA-01, WEST BENGAL

2:THE CHIEF MANAGER
UCO BANK

SILPUKHURI BRANCH
SILPUKHURI
GUWAHATI-03
ASSA

For the appellant (s) : Mr. I. S. Mazumdar, Advocate
For the Respondent(s) : Mr. M. Sharma, Advocate

–B E F O R E –
HON'BLE THE CHIEF JUSTICE MR. ASHUTOSH KUMAR
HON'BLE MR. JUSTICE ARUN DEV CHOUDHURY

08.06.2026
(Ashutosh Kumar, CJ)

We have heard Mr. I. S. Mazumdar, learned Advocate for the petitioner, and Mr. M. Sharma, learned Advocate for the respondent Nos.

1 and 2.

The claim of the petitioner is that her position as a guarantor for the loan taken by her husband has been effectively substituted, when a third-party property was mortgaged as surety for the loan. The contention of the petitioner, therefore, is that the owner of the newly mortgaged property becomes the new guarantor for the loan.

Despite this, an occasion arose for the petitioner to approach this Court, when she was not allowed to access her savings bank account, wherein Rs. 2 Lakh is parked, perhaps on account of the lien put by the respondent Nos. 1 and 2 on such account.

However, Mr. Sharma, on the contrary, has pointed out that on 27.02.2006 a credit loan facility was granted to the husband of the petitioner for an amount of Rs. 10 Lakh and, at that time, the National Savings Certificate (NSC) of the petitioner, amounting to Rs. 2,08,000/-, was pledged against the loan. Thereafter, the loan facility was enhanced to Rs. 20 Lakh on 28.01.2008 and, as surety, a lien was put on the FDR of Rs. 2 Lakh and the NSC of Rs. 2,08,000/-, referred to above, which had already been pledged. Subsequently, the loan was enhanced to Rs. 40 Lakh on an additional personal guarantee of one Mr. Raj Jyoti Changkakati, by way of mortgaging his house; which the petitioner now refers to as a fresh third-party guarantee.

In the restructured loan account of the loanee, it was decided that the NSC and the FDR amount, pledged by the petitioner, would also be included as a collateral surety.

With the maturity of the NSC, the amount has been credited in the savings account of the petitioner with the lien put by the respondent Nos.

1 and 2 on the account.

In such facts and circumstances, we find that the claim of the petitioner for accessing her savings bank account is not tenable.

That apart, this Court has been informed that the loan has been declared as NPA and the petitioner has been made a party in the Original Application filed by the respondents before the Debts Recovery Tribunal, Guwahati, Bench.

The contention of the petitioner, therefore, is factually incorrect that a third-party mortgage was created by her husband, substituting the guarantee of the petitioner.

We thus find that there is no merit in this writ petition, where the facts have not been stated in its entirety. The petitioner would have the liberty to ventilate her grievance before the Tribunal, where she has been made a party.

The writ petition stands disposed off.

JUDGE **CHIEF JUSTICE**

Comparing Assistant