

GAHC010112262026



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

Case No. : WP(C)/3110/2026

MRS BINAPANI KAKATI ALIAS BINAPANI DAS KAKATI
W/O-D. N. KAKATI R/O - DARAKA MATHURA PATH ASOMI PATH, P.O. P.S.
DISPUR, DIST.- KAMRUP M, ASSAM, PIN- 781006.

VERSUS

THE MANAGING DIRECTOR AND 4 ORS
ASSAM COOPERATIVE APEX BANK LIMITED, PANBAZAR, GUWAHATI,
PIN-781001.

2:THE BRANCH MANAGER
ASSAM COOPERATIVE APEX BANK LIMITED
TINSUKIA BRANCH
ASSAM
PIN-786125.

3:THE REGIONAL DIRECTOR
RESERVE BANK OF INDIA
PANBAZAR
STATION ROAD
GUWAHATI
PIN-781001.

4:NEW INDIA ASSURANCE COMPANY LIMITED
87
M.G. ROAD
FORT
MUMBAI-400001

5:UTPAL KAKOTI
S/O- LATE BIPIN CHANDRA KAKOTI
R/O- BORDOLOI NAGAR

SUBASONY ROAD
NEAR TINSUKIA CIVIL HOSPITAL
P.O. P.S.- TINSUKIA
DISTRICT- TINSUKIA
ASSAM
PIN786125

Advocate for the Petitioner : MR B M DEKA, MS. D BORA,MR G J TALUKDAR,MR. MASUM ALAM

Advocate for the Respondent : SC, APEX BANK,

**BEFORE
HONOURABLE MR. JUSTICE KARDAK ETE**

ORDER

Date : 12.06.2026

Heard Mr. B.M. Deka, learned counsel for the petitioner.

2. The petitioner has obtained a midterm and CCA loan from the Assam Cooperative Apex Bank Limited for the establishment of the petitioner's factory, for which the sale deed of the land covered by Dag No. 204 under Patta No. 56, located at Village Saru Motoria (near Down-town Hospital) under Beltola Mouza, District Kamrup (M), has been placed as collateral security.
3. It is submitted by the learned counsel for the petitioner that the petitioner has settled the loan amount with the Bank. However, the Bank has refused to return the original sale deed/documents placed as collateral security. Hence, this petition is filed for a direction to return the original land documents to the petitioner.
4. The petitioner also challenges the communication dated 06.09.2024 issued by the Managing Director of Assam Cooperative Apex Bank Limited, whereby the Bank has directed the petitioner to pay the outstanding amount of Rs. 24,85,244.50/- in respect of the cash credit accommodation availed by the petitioner.
5. The petitioner claims that the loan amount, including the cash credit accommodation, has already been settled and, therefore, there is no question of payment of the amount demanded.

Issue notice, returnable by 4 (four) weeks.

6. Since Mr. A. Goswami, learned counsel appearing on behalf of Mr. D. Gogoi, learned Standing Counsel, Assam Cooperative Apex Bank Limited accepts notice on behalf of respondents No.1 and 2, no formal notice is required to be issued to the said respondents.

7. However, requisite extra copies of the writ petition be furnished to the learned counsel for the respondents within 3 (three) working days from today.

8. The learned counsel for the petitioner shall take steps for service of notice upon the respondents No. 3 to 5 by speed post as well as usual process within 3 (three) working days from today.

List the matter along with WP(C) 1179/2020 after 4 (four) weeks.

Interim prayer shall be considered on the next returnable date.

JUDGE

Comparing Assistant