

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD**R/SPECIAL CIVIL APPLICATION NO. 13413 of 2025**

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SUKHPALSINGH GURNAMSINGH WHALA

Versus

ICICI BANK LIMITED & ORS.

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Appearance:

MR DHAVAL VYAS, SR. ADVOCATE WITH MR PARTH D PATEL(9754) for
the Petitioner(s) No. 1

MR JAINISH SHAH for the Respondent(s) No. 1

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CORAM: **HONOURABLE MR. JUSTICE NIRAL R. MEHTA****Date : 26/09/2025****ORAL ORDER**

1. Heard learned senior advocate Mr.Dhaval Vyas with learned advocate Mr.Parth Patel for the petitioner and learned advocate Mr.Jainish Shah for respondent No.1 appearing on advance copy.

2. Learned senior advocate for the petitioner, at the outset, submitted that although the petitioner is not the owner of the property, however, he has agreement to sell in his favour and in possession of the property and thereby with *bona fides*, has approached this Court for indulgence so that the petitioner can pay the entire dues of the Bank on behalf of the original borrower. Learned senior advocate

submitted that taking over of possession of the property is scheduled on 27th September, 2025 and thereby, some urgent arrangement is required. Learned senior advocate, on instructions, submitted that let the Bank come with the exact figure of dues as of today on the next date of hearing so that the petitioner can take a call whether to pay up the entire dues or to quit the property. Learned senior advocate, on instructions, further submitted that in case if after knowing the exact dues petitioner is not willing to go further to pay the same, he will not cause any obstruction and/or hindrance against taking over of the possession and that he shall himself voluntarily hand over the possession of the property on 01st October, 2025.

3. On such statement and positive gesture being made, let the respondent Bank to come with exact figure on 30th September, 2025 so that the petitioner can take a call to pay up the dues on behalf of the original borrower or to quit the property.

4. Accordingly, list this matter on 30th September, 2025. The respondent Bank is hereby directed to come with the exact figure with regard to the dues of the original borrower. On

30th September, 2025 the petitioner shall, in turn, take a call as to whether he has to pay the entire dues or to quit the property on 01st October, 2025.

5. On such understanding, let for the time being there shall not be taking over of possession of the property as scheduled on 27th September, 2025.

Re-list the matter on 30th September, 2025 for further consideration.

(NIRAL R. MEHTA, J)

ANUP

Original copy of this order has been signed by the Hon'ble Judge.
Digitally signed by: ANUP VYOMESH PARIKH(HC00956), PRINCIPAL PRIVATE SECRETARY, at High Court of Gujarat on 26/09/2025 18:12:22