

IN THE HIGH COURT OF JHARKHAND AT RANCHI
C.M.P. No. 996 of 2025

Anil Kumar, S/o Late Sakaldeo Prasad, R/o Shastri Nagar, Dhobatand, P.O. & P.S. Bankmore, Dist.-Dhanbad Petitioner

Versus

1. Anima Prasad, D/o Late Sakaldeo Prasad, R/o Madhusudan Nagar, Punjabi Mohalla, Katras Road, P.O. & P.S. Katras, Dist. Dhanbad.
2. Anita Prasad, W/o Sri Raj Kumar Sah, D/o Late Sakaldeo Prasad, R/o Madhusudan Nagar, Punjabi Mohalla, Katras Road, P.O. & P.S. Katras, Dist. Dhanbad.
3. Anjana Gupta, W/o Sri Bikash Gupta, R/o at 115, Hemchandra Naskar Road, Belaghata, H.O. P.O. & P.S. Belaghata, Dist. Kolkata (W.B.)
... .. Opposite Parties

CORAM: HON'BLE MR. JUSTICE GAUTAM KUMAR CHOUDHARY

For the Petitioner : Mr. Shailesh Kr. Singh, Advocate
Mr. Abhijeet Kr. Singh, Advocate

For the Opposite Parties :

Order No. 02 / Dated : 30.10.2025.

1. Petitioner is the defendant in Original Suit No. 409 of 2019 filed by his sisters which has been filed for the following reliefs:
 - i) For declaring registered sale deed no. 1653 dated 01.04.2019 executed by the defendant no. 1 & 2 in favour of the defendant no. 3 and 4 illegal, invalid and inoperative.
 - ii) The defendant no. 3 & 4 did not acquire any right, title and interest in Schedule "A" property of plaintiff by the sale deed no. 1653 dated 01.04.2019.
 - iii) For restoration of possession of schedule "A" property to the plaintiffs.
2. The litigating parties are the sons and daughters of one late Sakaldeo Prasad who died on 25.04.2012 leaving behind his Schedule "A" property. The schedule "A" property was mortgaged by Sakaldeo Prasad with State Bank of India against loan of Rs. 9.90 crore for which both plaintiffs and defendants were the guarantors.
3. On default of payment of loan amount, proceedings under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 was initiated in exercise of power under Section 13(12) read with rule 3 of Security Interest Enforcement Rules, 2002. Schedule 'A' property was sold by the defendant no. 1 and 2 to Harshit Jindal and Mamta Singh for the value of Rs. 3,05,00,000/-.

4. In the present suit the opposite parties claim their share over the schedule 'A' property on the ground that it was sold without their consent.
5. The petitioner/defendant is the brother of the plaintiffs and the instant petition has been filed on defence evidence being closed.
6. It is argued by the learned counsel appearing on behalf of the petitioner that the petitioner seeks only three dates within a month in all the documents.
7. Having considered the submissions and on perusal of the impugned order, I find substance in the argument advanced that defence evidence has been closed by a cryptic order. There is no reference as to when the issues were framed and how much time was given to the Plaintiffs and Defendants, for leading their evidence. Closing of defence evidence, therefore it should not be by a non-speaking order. Procedure is only a "hand maid of justice", and unless the defendant is deliberately delaying adjudication, the evidence should not be closed, without affording reasonable opportunity. Impugned order is not sustainable and is accordingly set aside. Defendant/Petitioner is permitted three dates within a month for evidence subject to payment of cost of Rs5000/- to the Plaintiffs.

Civil Miscellaneous Petition is accordingly allowed.

Pending I.A., if any, stands disposed of.

(Gautam Kumar Choudhary, J.)