



IN THE HIGH COURT OF ORISSA AT CUTTACK

W.P.(C) No.5207 of 2026

Shailesh King Subhnil

....

Petitioner

Mr. S. Jena, Advocate

-Versus-

**State Bank of India, through its Chief
Manager, Jharsuguda Branch and
others**

....

Opposite Parties

Mr. D.K. Mohapatra, Advocate for Bank

CORAM:

**JUSTICE KRISHNA SHRIPAD DIXIT
JUSTICE CHITTARANJAN DASH**

**Order No.
02.**

**ORDER
26.02.2026**

Petitioner, being one of the sureties and guarantor, having mortgaged the subject property for securing repayment of debt in question, is knocking at the doors of Writ Court for interdicting the recovery proceedings.

2. Learned counsel appearing for the Petitioner vehemently argues that his client was ready & willing to settle a part of the loan by selling the security property, which when put to auction, nobody came for participation in; accordingly, the Petitioner sold a part of the property in June, 2024 with oral permission of the Bank. He also tells that when his client went to the Bank with money, if did not agree to accept the tender and therefore, relief as sought for in the petition be granted.



3. *Per contra*, learned Panel Counsel appearing for OP-Lender Bank submits with equal vehemence resisting the petition on the ground that the Petitioner has not come out with clean hands, clean head & clean heart; these three cleanliness, Apex Court said, are essential conditions for invoking writ jurisdiction of the Court. He points out that at no point of time any request for permission was made to alienate the security property and alienation sans permission is in gross violation of the terms of loan agreement; that the loan account has huge outstanding balance of Rs.3,02,00,000/- (Rupees Three Crore & Two Lakh) only and there is a DRT decree for a sum of Rs.83,43,017/- (Rupees Eighty-Three Lakh Forty-Three Thousand & Seventeen) only with interest at the rate of 9% per annum. So contending, he seeks dismissal of the writ petition.

4. Having heard learned counsel appearing for the Parties and having perused the petition papers, this Court declines indulgence in the matter, inasmuch as whatever grievance the Petitioner as Surety-cum-Guarantor has, can be worked out elsewhere in accordance with law, there being no extraordinary circumstances warranting our interference. That apart, there is apparent culpability attributable to the Petitioner in selling a part of the mortgaged property without permission and not remitting the sale proceeds to the loan account. That virtually is an act of unscrupulously pocketing money of the Bank, when alienation sans permission is impermissible in terms of loan agreement itself.



5. Learned Panel Counsel for the Bank is right in telling us that the petition is liable to be dismissed even on vague and evasive pleadings, inasmuch as: when the oral permission was granted, who granted the same, when the sale of mortgaged property took place and for what sale price are all militantly lacking in the petition. They are not just lacking, but are withheld from the Court. For such withholders, constitutional jurisdiction is not meant for.

In the above circumstances, Writ Petition is dismissed, costs having been reluctantly made easy.

Web copy of order to be acted upon by all concerned.

(Krishna Shripad Dixit)
Judge

(Chittaranjan Dash)
Judge