2026:PHHC:074878-DB

IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

(106+236)

CWP-24906-2022 (O&M)
Date of decision:- 13.05.2026

Sanjeev Kumar ... Petitioner

Versus

State Bank of India and others ... Respondents

CORAM: HON'BLE MR. JUSTICE SUVIR SEHGAL
HON'BLE MR. JUSTICE VIKAS SURI

Present:- Mr. Aalok Jagga, Advocate, for the petitioner.

Mr. Rakesh Gupta, Advocate, for respondent No.1-SBI.

Mr. A.S.Khara, Senior DAG, Punjab, for respondent No.2.

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SUVIR SEHGAL, J. (*ORAL*)

1. On 29.10.2022, this Court passed the following order:-

> *"Notice of motion for 01.02.2023.*
> *Notice re: stay.*
> *Mr.Rakesh Sharma, Advocate, accepts notice on behalf of respondent No.1 and seeks time to file reply. May do so, on or before the next date of hearing with a copy in advance to the counsel opposite.*
> *Counsel for the petitioner contends that the petitioner is a guarantor for the loan taken by respondent No.4 and as per the said guarantee which was initially given for ₹1 crore, the liability is now reduced to ₹75 lakh plus interest, enhanced interest fees, commission, charges, costs and expenses including legal costs, but in the notice issued under Section 13(2) of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 [for short 'the SARFAESI Act, 2002'] to the petitioner, the amount claimed from the petitioner is wrongly shown as ₹4,83,65,924/- as on 01.08.2018.*

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> *He further contends that immoveable property offered by the petitioner as security was through deposit of title deeds on 02.04.2014 and a letter of confirmation to that effect was also executed contemporaneously with the grant of the loan on the same day and that the said document requires registration. This is, however, contested by the counsel for respondent No.1.*
>
> *However, we prima facie find force in the contention of counsel for the petitioner that the liability under the guarantee given by the petitioner cannot be ₹4,83,65,924/- as on 01.08.2018 as is mentioned in the notice issued under Section 13(2) of the SARFAESI Act, 2002, and it ought to be as per the guarantee deed dt.02.04.2014 as modified subsequently on account of the reduction of the limit offered to respondent No.4 from ₹1 crore to ₹75 lakh plus interest etc.*
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> *Counsel for respondent No.1 states that the sale of the secured asset of the petitioner scheduled to take place today will not take place because there were no bidders."*

2. Upon notice, writ petition has been contested by State Bank of India-respondent No.1 by filing a written statement.

3. During the course of arguments, Mr. Rakesh Gupta, counsel for respondent No.1 has fairly conceded that the guarantee agreement dated 02.04.2014, Annexure P-2, was extended by petitioner is for "Rs.1,00,00,000/- (Rupees one crore only) plus interest, enhanced interest fees, commission, charges, costs and expenses, including legal costs". He states that petitioner cannot be made liable to pay any amount beyond the guarantee extended by him.

4. In so far as the second argument raised by Mr. Aalok Jagga, counsel for the petitioner is concerned, it is an admitted position that an OA filed by the Bank for recovery of dues is pending before the DRT-III, Chandigarh. Petitioner is at liberty to take all the pleas before the DRT concerned. Liberty is also granted to petitioner to challenge any action initiated by the Bank under the SARFAESI Act, 2002.

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5. In view of the above, writ petition is disposed of.

6. Pending applications are also stand disposed of.

(SUVIR SEHGAL)
JUDGE

(VIKAS SURI)
JUDGE

13.05.2026
Kamal

Whether Speaking/Reasoned	Yes/No
Whether Reportable	Yes/No