

  
**HIGH COURT OF JUDICATURE FOR RAJASTHAN AT  
JODHPUR**

S.B. Civil Writ Petition No. 9899/2026

1. Aslam Mohammed Silawat S/o Azad Mohammed Silawat, Aged About 55 Years, Having Address At Near Rseb Quarter, Rajsamand 313324
2. Azad Mohammed Silawat S/o Akbar Mohammed Silawat, Aged About 70 Years, Having Address At . Near Rseb Quarter, Rajsamand 313324.
3. Anisha Mohammed Silawat W/o Aslam Mohammed Silawat, Aged About 45 Years, Having Address At . Near Rseb Quarter, Rajsamand 313324.
4. Raied Mohammed Silawat S/o Azad Mohammed Silawat, Aged About 50 Years, Having Address At . Near Rseb Quarter, Rajsamand 313324.
5. Shaheen Mohammed S/o Azad Mohammed Silawat, Aged About 50 Years, Having Address At . Near Rseb Quarter, Rajsamand 313324.
6. M/s Saheen Marbel Enterprised, Through Proprietor Shaheed Mohammed Having Address At. Sanwar Road, Sadul Kheda, Dholi Khan, Rajsamand 313324.

----Petitioners

Versus

1. Kotak Mahindra Bank Limited, Having Its Registered Office At 27 Bkc, C-27, G Block, Bkc, Bandra(E), Mumbai. Branch Office At . 1St Floor, Atlantis Tower, D 231/232, Amrapali Marg, Near Amrapali Circle, Vaishali Nagar, Jaipur 302021.
2. Hon'b'ble Debt Recoverytribunal,jaipur, Through Its Presiding Officer, First Floor , Sudharma-Ii Lal Kothis Shopping Center, Tonk Road, Jaipur-302015.

----Respondents

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For Petitioner(s) : Mr. Tabish Samdani

For Respondent(s) :

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**HON'BLE MR. JUSTICE MUKESH RAJPUROHIT**

**Order**

**07/05/2026**

It is contended by learned counsel for the petitioners that, on account of default in payment of regular instalments, an order of dispossession was passed by the District Magistrate, Rajsamand

on 12.12.2022. Aggrieved thereby, the petitioner preferred a writ petition before this Court being S.B. Civil Writ Petition No.17012/2023, wherein the following order came to be passed on 19.10.2023:-

*"Learned counsel for the petitioner submits that the petitioner has paid the installments upto March, 2023. He submits that the petitioner is prepared to abide by all the terms and conditions in future and immediately pay a sum of Rs.15 lacs within a period of 20 days with the respondent no.4.*

*Issue notice to the respondents, returnable on 05.12.2023.*

*In the meanwhile, if the petitioner deposits a sum of Rs.15,00,000/- to the respondent No.4 within a period of 20 days from today, no coercive action shall be taken against the petitioner for the outstanding amount in question in pursuance of the order dated 12.12.2022 (Annex.7).*

*It is made clear that if the petitioner fails to deposit the amount of Rs.15,00,000/- within a stipulated period, the present interim order granted by this Court shall automatically stand vacated and the stay petition shall stand dismissed without further reference to the Court."*

Learned counsel submits that, in compliance of the aforesaid interim order, the petitioners deposited a sum of Rs.15,00,000/- on 07.11.2023. The said writ petition is still pending consideration before this Court.

It is further submitted that respondent No.1 thereafter initiated proceedings before the Debt Recovery Tribunal, Jaipur, wherein an ex parte order dated 18.12.2025 came to be passed appointing Mr. Kailash Tailor as Court Commissioner for taking possession of the property in question from the petitioners. Pursuant thereto, possession was allegedly taken on 09.01.2026. Learned counsel submits that the petitioner filed an application seeking recall of the said ex parte order; however, the same has been rejected on 27.04.2026.

Learned counsel further submits that since the writ petition concerning the subject matter is still pending consideration before this Court, the Tribunal erred in proceeding with the matter and pass the order for taking possession of the property in question in conflict with the protection granted by this Court.

The matter requires consideration.

Issue notice to the respondents, returnable within a period of six weeks.

Notice be given 'dasti' to learned counsel for the petitioner for effecting service upon the respondents.

In the meanwhile, and until the next date of listing, the parties shall maintain status quo with respect to the property in question and the respondents are restrained from creating any third-party rights therein.

**(MUKESH RAJPUROHIT),J**