IN THE DEBTS RECOVERY TRIBUNAL-III, CHENNAI

Dated this the 15th day of May, 2026

Present: SMT. S.V. GOWRAMMA
Presiding Officer
IA.No.447 of 2025
IN
SARFAESI APPLICATION No. 137 of 2025

A. Jagadesh Kumar,
S/o.M.Athimoolam,
No.89/9, Sriji Vellala Apartment,
Vellala Street,
Purasawakkam, Chennai – 600 084. ….Applicant

-Vs-

The Branch Manager,
Union Bank of India,
No.9-15-1/1, Near Lakshminarayana Theatre,
Tanuku Road,
Tadepalligudem,
West Godavari,
Andhra Pradesh – 534 102. ….Respondent

Counsels on record / appeared:

Counsel for Applicant : M/s. V.V. Srinivasan, G. Srividhya Iyer

Counsel for respondent : M/s. M. Muthuperiasamy,
M. Geethapriya.

ORDER ON IA. No. 447/2025 in SA.No.137.2025

1. The present Securitization Application [SA] is filed on 08.01.2025 under sub section [1] of S.17 of the Securitization And Reconstruction of Financial Asset and Enforcement of Security Interest Act,2002 (for short the 'Act') challenging the action and the measure taken by the secured creditor under the Security Interest Enforcement Rules, 2002 [for short the Rules].

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2. The applicant has challenged the impugned letter dated 31.08.2024 bearing Ref. No. ARB/15/2024-25 issued by the respondent bank forfeiting the 25% bid amount i.e. Rs.17,17,500/- deposited by the applicant.

3. The applicant has filed the SA on 08.01.2025 impugning the letter of forfeiture dated 31.08.2024 which is not within the period of 45 days as required under S.17 of the Act. Hence, the applicant has filed IA No. 447/2025 a petition to condone the delay of 63 days in filing the SA.

3.1 The facts leading to the case is that the Applicant participated in the e-auction sale notice dated 07.03.2024 scheduling the property to be sold on 27.03.2024, for an upset price at Rs.68,00,000/-. The applicant quoted a bid amount of Rs. 68,70,000/-, which was accepted and confirmed by the respondent on the same day, i.e., 27.03.2024. Pursuant thereto, the Applicant deposited a sum of Rs.17,17,500/- being 25% of the bid amount/earnest money deposit on the same day, i.e., 27.03.2024, in accordance with Section 9(3) of the SIE Rules, which is not disputed by the Bank.

3.2 The Respondent Bank, by email dated 28.03.2024, called upon the Applicant to deposit the balance amount of Rs.51,52,500/- (being 75% of the total bid amount) on or before 12.04.2024 and also furnished copies of the relevant documents for scrutiny. Upon verification, discrepancies were noticed in the property description, particularly with regard to the measurements and the title deed registration number in the MOD.

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3.3 Due to these discrepancies, the Applicant requested the Respondent Bank to extend the time for payment of the balance auction consideration; however, respondent bank did not responded for several months, hence the Applicant sought for refund of the initial deposit amount.

3.4 But the Respondent Bank suddenly issued the impugned letter vide Ref. No. ARB/15/2024-25 dated 31.08.2024, refusing to refund the bid amount and forfeited the 25% bid amount.

3.5 Aggrieved by the forfeiture of amount and on legal advice, applicant filed W.P. No. 35217/2024 on 14.11.2024 sought for quashing of the Impugned Letter dated 31.08.2024 and for a direction to the Respondent to refund the 25% of bid amount of Rs.17,17,500/- which came to be disposed of vide order dated 04.12.2024 granting liberty to the Applicant to file appropriate proceedings.

3.6 It is submitted that the delay in filing the present SA is neither willful nor wanton but occurred due to bona fide proceedings pursued before the Hon'ble High Court of Madras in W.P. No. 35217/2024. The period from 14.11.2024 to 04.12.2024 ought to be excluded while computing limitation under the Limitation Act, 1963. Hence, there is a delay of 63 days beyond the time period of 45 days prescribed under Section 17 (1) of SARFAESI Act, in filing the Application.

4. The respondent bank in their counter contends that there is no provision under the SARFAESI Act, 2002 to condone delay in filing an application under Section 17. In support reliance is placed on the judgment

of the Hon'ble Supreme Court in ***International Asset Reconstruction Company of India Ltd. v. Official Liquidator of Aldrich Pharmaceuticals Ltd. & Ors.*** (2017 [6] CTC 891, para 11), wherein it is held that proceedings before a statutory Tribunal cannot be equated with those before a court, and the Tribunal has no power to condone delay unless expressly conferred by statute. As the SARFAESI Act contains no such provision the present IA is not maintainable and is liable to be dismissed in limine.

4.1 It is further contended that the averments made in para 2 to 5 of the Affidavit filed in support of the IA are facts which are to be dealt with, if the Application for delay condonation is admitted.

4.2 The averments at para 6 and 7 of the Affidavit pertains to preferring a Writ Petition viz., WP.No.35217 of 2024 to quash the impugned order dated 31.08.2024 and direct the Respondent Bank to refund the 25% of the bid amount viz., Rs.17,17,500/- is not at maintainable for the reason the Hon'ble High Court does not have the jurisdiction to entertain this plea. Such a question will lie only under the original jurisdiction of this SARFAESI Act and not the writ jurisdiction before the Hon'ble High Court.

4.3 In the light of these fact, the contention that the Applicant bonafidely preferred the writ petition for the refund in laden with consummate malafide and the Application itself will not lie even before this Hon'ble Tribunal for granting the prayer made therein.

4.4 It is further submitted that the liberty given in the WP order is only to present the Application before the Hon'ble DRT which does not confer the power to condone the delay in filing the SA, against the settled legal position viz., that in the absence of a specific provision in the statute conferring such a power on the DRT, the DRT cannot condone the delay presenting the titled SA. Hence, the contention of the Applicant has to be rejected.

4.5 Further there is no prima facie evidence and balance of convenience in favour of the Applicant to file the present IA, as the application is barred by limitation which puts the respondent to irreparable loss and hardship if the application is allowed. Hence, the respondent prays for dismissal of the IA.No.447 of 2025 in SA.137 of 2025.

Heard both sides of the Counsels and perused the records of the case

5. The applicant is third party who participated in the e- auction sale held on 27.03.2024 pursuant to the sale notice dated 07.03.2024. The applicant bid the property for an amount of Rs.68,70,000/- as against the upset price of Rs.68,00,000/- which was accepted and confirmed by the respondent on 27.03.2024.

5.1 The applicant in terms of the auction sale, deposited a sum of Rs.17,17,500/- being the 25% a bid amount/earnest money deposit on the same day, i.e., 27.03.2024, in accordance with Section 9(3) of the SIE Rules. The Respondent Bank, called upon the Applicant to deposit the

balance amount of Rs.51,52,500/- (being 75% of the total bid amount) on or before 12.04.2024 by email dated 28.03.2024.

5.2 However, the applicant failed to deposit the balance 75% of the total bid amount citing discrepancies in the description of the property, measurement and variation in the title deed registration number in the MOD. Due to failure of the bidder to adhere to the pay the balance amount of 75% of total bid amount, the respondent by letter bearing Ref. No. ARB/15/2024-25 dated 31.08.2024, have forfeited the bid amount. Aggrieved by the same the present SA is filed belatedly with a delay of 63 days and present IA No. 447/2025 a petition to condone the delay.

Now, considering the delay application, the Tribunal is posed with the question whether the Tribunal can condone the delay under S.17 of the SARFAESI Act?

For appreciation of the facts S.17(1) is extracted as under: -

S.17(1):

Application against measures to recover secured debts *(1) Any person (including borrower), aggrieved by any of the measures referred to in sub-section (4) of section 13 taken by the secured creditor or his authorized officer under this Chapter, [may make an application along with such fee, as may be prescribed,] to the Debts Recovery Tribunal having jurisdiction in the matter within forty-five days from the date on which such measures had been taken:*

[Provided that different fees may be prescribed for making the application by the borrower and the person other than the borrower.]

[Explanation.- For the removal of doubts, it is hereby declared that the communication of the reasons to the borrower by the secured creditor

for not having accepted his representation or objection or the likely action of the secured creditor at the stage of communication of reasons to the borrower shall not entitle the person (including borrower) to make an application to the Debts Recovery Tribunal under this sub-section(1) of section.17.]

5.3 A reading of the above provision it is palpable that there is no provision made by the Parliament to condone delay in approaching the DRT against the measures, no matter whatever be the cause and howsoever justifiable it may sound. Unless power to condone delay is legislatively granted expressly or by inference, the Tribunal cannot condone delay. It is the indication of Parliament that one who wants to have redressal must knock the doors of DRT within 45 days and subsequently those doors should permanently stand closed. In other words, law does not come to the aid of those who are sleepy & late.

5.4 Thus, it is clear that any person aggrieved by any measures under Section 13[4] is required to approach the Tribunal under S.17 of the Act within 45 days from the date of the measure. Evidently, the present SA impugning the letter of forfeiture dated 31.08.2024 is not filed within the period of 45 days and the same is filed on 08.01.2025 with a delay of 63 days.

5.5 The 45 days' time limit under S.17 of the Act is mandatory statutory period for any aggrieved person to challenge the bank actions taken under the Act before the DRT. It is crucial for ensuring the swift endorsement of security and filing beyond 45 days cannot be condoned as the DRT has no power to condone delay under SARAFESI Act. This view of the Tribunal is

confirmed by the judgement of the Hon'ble Supreme Court in the case titled ***Bank of Baroda – Vs.- Parasaadilal Tursiram Sheetgrah Pvt. Ltd, reported in 2022 Livelaw (SC) 671***, at para 12, where it is observed that a time limit of 45 days for filing an application under Section 17 of SARFAESI Act is provided for quick enforcement of the security is as under:

> "***The reason for providing a time limit of 45 days for filing an application under Section 17 can easily be inferred from the purpose and object of the enactment. In Transcore v. Union of India and Anr. this Court held that the SARFAESI Act is enacted for quick enforcement of the security. It is unfortunate that proceedings where a property that has been brought to sale and third-party rights created under the provisions of the Act, have remained inconclusive even after a decade."***

5.6 Further the Hon'ble Calcutta High Court in ***Akshat Commercial Pvt Ltd. Vs. Kalpana Chakroborty*** has taken view that S.17 is mandatory and therefore the question of condoning the delay does not arise. If the Parliament intended that DRT should have power to condone delay, it would have enacted a provision like S.5 of Limitation Act to SAFAESI Act. As it consciously chosen not to do it clearly emphasis the purpose of the SARFAESI Act.

5.7 Further the view that DRT has no power to condone delay in an application under S.17 of the Act, as it is a special law for speedy recovery of money due to bank in enforcing the security available to them is reinforced at para 65 of the judgement of the Hon'ble Supreme Court in

Celir LLP Vs. Bafna Motors [Mumbai][P] Ltd., reported in [2024] 2 SCC 1 at para 65 which is reproduced here under:

> *"The SARFAESI Act is a special law containing an overriding clause in comparison to any other law in force. The SARFAESI Act is a special law of recovery with a paradigm shift that permits expeditions recovery for the banks and the financial institutions without intervention of Courts. If the general law is allowed to govern in the manner as sought to be argued by the borrowers, it will defeat the very object and purpose…."*

5.8 Thus it is a settled legal proposition that law of limitation may harshly affect a particular party, but it must be applied with all its rigour when the statute so prescribes.

5.9 The Tribunal places Bank relied on the judgment of the Hon'ble Supreme Court of India in the case titled **International Asset Reconstruction Company of India Ltd. vs. Official Liquidator of Aldrich Pharmaceuticals Ltd. and Others,** to contend that the Tribunal has no power to condone the delay under S.5 of the Limitation Act under the RDB Act.

5.10 In the instant matter, the applicant has not made out any grounds or justification for condonation of each day's delay. In fact the time spent before the Hon'ble High Court in challenging the letter of forfeiture is sought to be condoned without any application under Limitation Act. Further the Hon'ble High Court had directed the applicant to approach the DRT and never condoned the delay in challenging the same nor granted the limitation exemptions for the time spent before the High Court.

5.11 The Tribunal has no power to extend the period of limitation on equitable grounds and has no power to ignore that provision to relieve what it considers a distress resulting from its operation as per the Judgement of Hon'ble Supreme Court in the matter of ***P.K. Ramachandran vs. State of Kerala,*** *reported in (1997) 7 SCC 556,* the Hon'ble Supreme Court has held thus:-

> *"Law of limitation may harshly affect a particular party but it has to be applied with all its rigour when the statute so prescribes and the courts have no power to extend the period of limitation on equitable grounds".*

Hence, the legal maxim "dura lex sed lex" which means "the law is hard but it is the law", stands attracted in such a situation.

5.12 The question whether the Debt Recovery Tribunal can entertain an application under S.17 of the Act after 45 days of measure referred to in sub section [4] of S.13 is no more res integra.

5.13 The Hon'ble Division Bench of High Court of Kerala in Writ Appeal No.1797 of 2009 in W.P.(C) No.22192 of 2007 in the case titled **K.PJayan vs. Hong Kong & Shanghai Banking Corporation Ltd and others** decided on 31.08.2015 had categorically held that the power to condone delay in entertaining an application under Section 17 of the SARFAESI Act is not conferred on the Debts Recovery Tribunal. It further held that the Debts Recovery Tribunal cannot consider an application for condonation of delay under Section 5 of the Limitation Act in an application

under Section 17 of the SARFAESI Act. The relevant paras is extracted as under:

> *"7. Referring to these provisions the contention urged before us is that since section 24 of the RDB Act makes Limitation Act applicable and as the DRT constituted under the RDB Act is conferred with jurisdiction under section 17, Limitation Act governs applications made in a proceedings under section 17 also. We are unable to accept this contention. Both the RDB Act and the SARFAESI Act are independent enactments, although certain provisions of the RDB Act are made applicable in respect of the proceedings under the SARFAESI Act also. However, that does not mean that every provision of the RDB Act would apply to every proceedings initiated under the SARFAESI Act. In so far as this case is concerned, proceedings were initiated under SARFAESI Act and in view of the provisions contained in section 17 conferring jurisdiction on the DRT constituted under RDB Act application is made by the appellant before the DRT. That does not mean that provisions of section 24 of the RDB Act governing the proceedings taken thereunder would get automatically attracted to such proceedings before the DRT. Therefore, the contention raised relying on section 24 in so far as this case is concerned is only to be rejected and we do so. This is further clear from section 36 of the SARFAESI Act, which confines the applicability of the Limitation Act to measures under section 13(4) of the said Act."*

5.14 In other words, the statutory time of 45 days provided under Section 17(1) of the SARFEASI Act is mandatory and no discretion has been conferred upon the DRT to extend such period. It is pertinent to note that the Securitization Act is for quick enforcement of the security interest created favouring the respondent bank for the recovery of the amount due.

5.15 In fact the provisions of the Act and Rules framed thereunder cast an obligation upon the secured creditor for strict compliance of the SARFAESI Act and the Rules made thereunder. Each measure is to be followed meticulously giving a time frame to proceed further. Firstly, the measures can be initiated after the account is classified as NPA, then

issuance of statutory notice ie., demand notice demanding outstanding due to be repaid within 60 days.

5.16 The secured creditor must wait for completion of 60 days and then proceeds further under S.13[4] possession notice which is challengeable within a period of 45 days. Similarly, the Order of CJM or DM is also to be challenged within 45 days. In other words, ample opportunity is granted by the Act for an aggrieved person to invoke his right of appeal under S.17 of the Act within a period of 45 days from the date of measure. The provisions of the Act and the Rules made thereunder puts the borrower/guarantor/mortgagor notices in advance before taking measures under Section 13(4) of the Act read with Rule 8 and 9, giving the aggrieved person ample of time and opportunities to assail measure within a period of 45 days.

5.17 Thus, the provisions of the Act and Rules ensures that the borrowers have advance notice of the proposed measure to be taken by the secured creditor. The judgement of the Hon'ble Supreme Court in ***Bank of Baroda – Vs.- Parasaadilal Tursiram Sheetgrah Pvt. Ltd*** has given a quietus to the conundrum which existed until that time on the power of the DRT to condone the delay in filing an SA after the statutory period of 45 days provided under Section 17(1) of the SARFEASI Act.

5.18 Additionally, the Hon'ble High Court of Madras, by order dated 05.09.2019 passed in CRP (NPD) Nos. 3785, 3786 and 3787 of 2012 and W.P. No. 31251 of 2018 with W.M.P. No. 36463 of 2018 **in M/s. Velar**

Engineering Works Pvt. Ltd. v. The Authorized Officer/Chief Manager, has categorically held that the DRT has no power to condone delay in an application filed under Section 17 of the SARFAESI Act, by invoking Section 5 of the Limitation Act, and the said finding has attained finality upon dismissal of SLP(C) Diary No. 7023 of 2020 by the Hon'ble Supreme Court by order dated 09.07.2020.

5.19 The Tribunal also places reliance on Order dated 27.06.2023 passed in **MA [SA]32/2021 by the Hon'ble DRAT Chennai** has held that the statutory period of 45 days in challenging the measures cannot be condoned. The further reliance of the judgment dated 13.06.2025 passed by **Hon'ble DRAT Chennai in MA.[SA] 31/2022,**wherein it is held that if an application under S.5 of Limitation Act is entertained in an application filed under S17 of SARFAESI Act,2002, it would derail the very purpose of the SAFAESI Act.

5.20 The Tribunal on consideration of judgements of Hon'ble Supreme Court and various High Courts and Hon'ble DRAT, Chennai comes to inevitable conclusion that the present IA.No.447 of 2025 deserves to be dismissed.

5.21 The applicant has placed reliance on the Hon'ble Supreme Court of India in the case Title **Haryana Financial Corporation and Ors. Vs. Rajesh Gupta,** which is under Sec.29 of the Financial Corporation Act and has relied on para 18, 19, 20, contending that the bank has failed to

disclose the property clearly and there is breach of Sec.5(1) (b) of the Transfer of the property Act.

5.22 The 2nd judgement relied upon on the applicant by the Hon'ble High Court of Madras in the case titled **V. Sridhar Vs. The Authorized Officer Indian Bank, Guindy Branch,** contending that it is bank responsibility of the bank to handover the property unencumbered meant to be auctioned, have put to auction on "as is where is" basis and on "as what is" condition and "without any representations and warranties on the part of the bank relating to encumbrances/statutory liabilities etc., attached to the property.

5.23 The applicant's reliance of the above judgment would not come to the aid of the applicant as it is the duty of auction purchaser to ascertain the title to the property before participating in the public auction, the applicant is the purchaser was at liberty to inspect and ascertain this Tribunal to the property and then participated in the auction held. It is duty of the purchaser to convenience about to title to the property and on verification of the documents then participated in the public auction.

5.24 In the instant matter, the applicant has failed to exercise due diligence before participating in the auction had voluntarily and willingly participated now cannot content that there is some discrepancy in the property and hence he did not pay the balance 75% fails.

5.25 The further judgement relied upon is by Hon'ble High Court of Madras in the case titled **D. Karthikeyan vs. The Chairman, Indian Bank, Indian Bank** is also pertaining to the sale.

5.26 However as the applicant failed to make the balance 75%as per term of sale now cannot blame the bank that The Bank relied on the judgment of the Hon'ble Supreme Court of India in the case titled International Asset Reconstruction Company of India Ltd. vs. Official Liquidator of Aldrich Pharmaceuticals Ltd. and Others, contending that this Tribunal cannot entertain an appeal filed beyond the limitation period of 30 days prescribed under the RDB Act, and that Section 5 of the Limitation Act is not applicable to the Tribunal. Therefore, the Tribunal has no power to condone the delay.

5.27 Did not render the documents for verification. In fact the bank has clarified to have issued the copies of the documents which is also admitted by the applicant in their reply letter. The applicant raised the issue discrepancy of the property only after the forfeiture of the 25% of the bid amount was communicated to the applicant. Hence, the judgement relied on would not come to help the applicants case.

5.28 Further reliance is placed on the judgement DRAT Kolkata in the case title the (1) Authorized Officer, Punjab National Bank vs. Bikash Saha, Nandalal Basu Sarani, and refers to para 21 contending that there is no question of the applicant waiving his right as he was not informed of the encumbrance on the property.

5.29 In the judgement it is seen that the bank had forfeited the amount for non-payment of the 75% of the bid amount in accordance with Rule 9(4) 9(5) of the Rules 2002, and the bank has communicated to same to the purchaser by way of an attachment by email. Further, there was no

explanation forth coming for the forfeiture of the amount after lapse of 3 months, of the date of auction. Hence, the question of Rule 9(4) was questioned and 9(5) was questioned in the appeal.

5.30 The Hon'ble DRAT after due consideration has held that the bank has not exercised the right on expiry of 3 months and no explanation given by the bank for forfeiting the amount in accordance with law. On these grounds, the appeal came to be dismissed, holding that there was no waiver on the part of the secured creditor in making the forfeiture after the expiry of 3 months.

5.31 In the instant matter as the applicant failed to deposit balance 75% as mandated under the Rules, the respondent bank has forfeited the 25% bid amount of Rs.17,17,500/- and same is also communicated to the applicant which is not disputed. Hence, the forfeiture of the amount by the secured creditor is an accordance with Act and Rules made thereunder.

5.32 Even otherwise as the applicant has not challenged the impugned letter within 45 days being the aggrieved party U/s.17 of the Act the Tribunal is duty to bound first to adjudicate the issue of limitation and then on the forfeiture amount.

5.33 For the foregoing reasons, the present IA.No.447.2025 for condonation of delay is dismissed. Consequently, SA.No.137.2025 also stands dismissed. IA.No.714 of 2026 filed for Advance Hearing and IA.No.448 of 2025 filed for stay is also stands dismissed. Interim Order

granted, if any stands vacated, pending IAs are disposed of in terms of this final order. No order as to cost.

Sd/-
(S.V. GOWRAMMA)
PRESIDING OFFICER,
DRT-III, CHENNAI

(*Dictated to Steno (Suriya), transcribed by him, corrected, signed and pronounced by me on this the 15th day of May, 2026)*

ANNEXURES

LIST OF DOCUMENTS PRODUCED BY THE APPLICANT

Sl. No.	Description of Documents	Documents No.
1.	Sale Deed executed by B.H. Subba Raju in favour of Mr. Kalindi Laxmi Narayana Raju registered as Document No.1696 of 2009 dated 10.06.2009.	A-1
2.	Memorandum of Deposit of Title Deeds executed by Mr. Kalindi Laxmi Narayana Raju in favour of Andhra Bank registered as Document No.377/2018 dated 19.01.2018.	A-2
3.	E-Auction Sale Notice issued by the respondent bank dated 07.03.2024.	A-3
4.	NEFT RTGS Funds Transfer Application Form.	A-4
5.	Email regarding Sale Intimation from the respondent to the applicant dated 27.03.2024.	A-5
6.	Email regarding Sale Confirmation from the respondent to the applicant dated 28.03.2024.	A-6
7.	Email from the respondent to the applicant regarding receipt of 25% sale consideration dated 28.03.2024.	A-7
8.	Email from the applicant to the respondent documents of the property dated 28.03.2024.	A-8
9.	Email from the applicant to the respondent seeking clarification on MODT dated 29.03.2024.	A-9
10.	Email from the applicant to the respondent seeking extension of time for payment of balance sale consideration dated 30.03.2024.	A-10
11.	Email from the respondent o the applicant regarding extension of time for payment of balance sale consideration dated 04.04.2024.	A-11
12.	Email from the applicant to the respondent seeking patta and land approval documents dated 07.04.2024.	A-12

13.	Letter from the applicant to the respondent seeking rectification of defects in MOD dated 12.04.2024.	A-13
14.	Email from the respondent to the applicant regarding extension of time for payment of balance sale consideration dated 18.04.2024.	A-14
15.	Emails between respondent and applicant regarding rectification of Defects in MOD dated 02.04.2024 to 01.06.2024.	A-15
16.	Email from the applicant to the respondent seeking cancellation of sale dated 01.07.2024.	A-16
17.	Letter from the applicant to the respondent seeking cancellation of sale and refund of earnest deposit dated 02.07.2024.	A-17
18.	Email from the applicant to the respondent seeking cancellation of sale and refund of earnest deposit dated 03.08.2024.	A-18
19.	Email from the applicant to the respondent seeking cancellation of Sale and refund of earnest deposit dated 29.08.2024.	A-19
20.	Letter sent by the respondent to the applicant cancelling the sale and forfeiting the 25% auction deposit of the applicant dated 31.08.2024.	A-20
21.	Email from the applicant to the respondent seeking refund of earnest deposit dated 02.09.2024.	A-21
22.	Email from the applicant to the respondent seeking refund of earnest deposit dated 04.09.2024.	A-22
23.	Email from the applicant to the respondent seeking refund of earnest deposit dated 04.09.2024.	A-23
24.	Affidavit filed by the applicant in W.P.No.35217 of 2024 before the Hon'ble High Court of Madras dated 14.11.2024.	A-24
25.	Order passed by the Hon'ble High Court of Madras in W.P.No.35217 of 2024 dated 04.12.2024.	A-25

LIST OF DOCUMENTS PRODUCED BY THE RESPONDNET

Sl. No.	Description of Documents	Documents No.
1.	E-Auction sale notice dated 07.03.2024.	R-1
2.	Sale Intimation Letter dated 31.03.2026.	R-2
3.	Order of Hon'ble Supreme Court – Central Bank of India Vs Shanmugavelu dated 02.02.2024.	R-3

DESCRIPTION OF IMMOVABLE PROPERTY - SCHEDULE OF THE PROPERTY

All that piece and parcel of the vacant land bearing Plot No. 18, with an extent of 2108 sq.ft, in Sri Balaji Nagar, comprised in Survey No. 408/1, as per Patta No. 1700, Survey Number 408/ ICIF of Chenmancherry Village, formerly Tambaram Taluk, now Sholinganallur, Kancheepuram District and bounded on the:

North: Plot No. 17 (Plot retained by the Vendor)

South: Plot No. 19

East: 20 Feet Road and

West: Survey Number 408/1 (part)

Measuring

East to West on the Northern Side: 68 Feet

East to West on the Southern Side: 68 Feet

North to South on the Eastern Side: 31 Feet

North to South on the Western Side: 31 Feet

in all 2108 Sq.ft. and situate within the registration district of South Chennai and Sub Registration district of Neelangarai.

Sd/-
(S.V. GOWRAMMA)
PRESIDING OFFICER,
DRT-III, CHENNAI

Uploaded on 15.05.2026 at 1.10 pm

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