

Presented on .. 27.02.2023
Registered on .. 12.02.2024
Decided on .. 01.07.2026
Duration .. Y – M – D
03--04--02

IN THE DEBTS RECOVERY TRIBUNAL AT PUNE
(Before Shri Dilip G. Murumkar, Presiding Officer)

Securitization Application No. 65/2024 With
Securitization Application No.556/2025.

Parties in Securitization Application No. 65/2024.

- 1 Pushpam Plaza Private Limited,
A company registered under the provisions of Companies Act, 1956 through its Authorized signatory – Mr. Vijay Ramchandra Khatade.
- 2 Pushpa V. Gidwani,
Age Adult, Occ. Business,
- 3 Bina V. Gidwani,
Age Adult, Occ. Business,
- 4 Kishor V. Gidwani,
Age Adult, Occ. Business,
All having address – 51, Krishna Kunj, Lulla Nagar, Pune 411 014. ... Applicants

Versus

- 1 Authorised Officer,
Punjab National Bank,
Head Office at – Bldg. Plot No. 4,
Sector 10, Dwarka, New Delhi 110075,
having its Branch office at – 9, Arora

Towers, Ground Floor, Melodina Road, Camp, Pune 411 001.

- 2 Pushpam Software Private Limited,
A company registered under the provisions of Companies Act.
- 3 M/s. V.V. Gidwani,
Through its proprietor -
Vasudeo Veliram Gidwani,
Age Adult, Occ. Business,
- 4 M/s. Ninad Pottery,
Through its proprietor -
Bharat V. Gidwani,
Age Adult, Occ. Business,
2 to 4 are having office at - 51, Krishna Kunj, Lulla Nagar, Pune 411 014.
- 5 Raisonni Kothari Builders LLP,
A registered Limited Liability Partnership under the provisions of LLP Act, having its office at - 5A, Lotus House Lane, North Main Road, Koregaon Park, Pune.

... Defendants

Parties in Securitization Application No. 556/2025.

- 1 M/s. Pushpam Plaza Private Limited,
A registered company under the provisions of Companies Act, 1956.
- 2 Kishor Gidwani,
Age 65 years, Occ. Business,
R/o - 51, Krishna Kunj, Lulla Nagar,
Pune 411 014.

... Applicants

Versus

- 1 Authorised Officer,
Punjab National Bank,
Having its Branch office at - 9, Arora
Towers, Ground Floor, Melodina
Road, Camp, Pune 411 001.
- 2 Beena Gidwani,
Age Adult, Occ. Household,
R/o - 51, Krishna Kunj, Lulla Nagar,
Pune 411 014.
- 3 Rasoni Kothari Builders LLP,
A registered Limited Liability
Partnership under the provisions of
LLP Act, having its office at - 5A,
Lotus House Lane, North Main Road,
Koregaon Park, Pune. ... Defendants

Appearances :-

Advocate Siddharth A. Khandelwal, for the applicants.

Advocate Sudha Koloti, for defendant No. 1 Bank.

Adv. N.K. Khasbardar, for defendant No.5 Auction Purchaser.

Common Judgment

(Delivered on 01st July, 2026)

1. At the outset, I would like to point out here that both these matters are between the same parties and arising out of the impugned order dated 13.12.2019 passed in Application No. 1590/2019 by the learned District Magistrate, Pune, therefore, both these matters are being decided by this common Judgment.

2. Securitization Application No. 65/2024 is filed by the applicants to quash and set aside impugned order dated 13.12.2019 passed in Application No. 1590/2019 by the learned District Magistrate, Pune (hereinafter referred as “DM” for sake of brevity); and for the declaration that demand notice under section 13(2) of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (hereinafter referred as “SARFAESI Act” for sake of brevity) dated 23.04.2021 is bad in law, null and void and the defendant No.1 Bank is not secured creditor and no security interest is created in subject property and the consequential actions based on the Auction Notice dated 28.01.2025 scheduled to be held on 06.03.2025 may be declared as invalid. The applicants have also prayed to allow them to revive OTS proposal given in the year 2021 to the defendant and all consequential prayers consequent upon the revival of OTS such as allowing the applicants to communicate with the Bank, revive OTS etc. and accordingly, the applicant may be allowed to co-ordinate with the defendant in relation to the said OTS in every possible manner. In this Application, applicant No. 1 is the principal borrower and applicant Nos. 2 to 4 are alleged guarantors to the loan availed by applicant No.1. Defendant Nos. 2 to 4 are the

sister concern of applicant No.1 and are formal parties and no relief has been sought against them.

Whereas Securitization Application No. 556/2025 is filed by the applicants to quash and set aside impugned order dated 13.12.2019 passed in Application No. 1590/2019 by the learned DM, Pune; and also for declaration that (i) Sale Notice dated 28.01.2025 and the paper publication dated 29.01.2025 vis-a-vis subject matter property; (ii) Sale intimation letter dated 07.03.2025 and sale confirmation letter dated 17.03.2025 issued by the defendant Bank in favour of Auction Purchaser-defendant Rasoni Kothari Builder Pvt. Ltd.; (iii) demand notice under section 13(2) of the SARFAESI Act dated 23.04.2021 are illegal and bad in law; and (iv) the defendant Bank is not secured creditor and no security interest is created in subject property.

3. In short, the case of the applicants is that, applicant No.1 is the principal borrower and created mortgage of its own property i.e. all the place and parcel of land or ground and all rights, title, interests, together with messuages tenements; dwellings; bungalows, servants quarters, garage and other structures standing thereupon together with all fittings and fixtures to buildings structures standing thereon situated at Old CTS No.8/B, now bearing

final Plot No. 135/B, Tadiwala Road, Pune admeasuring about 1037 square meters (11058 square feet) and built up 18288 square feet, in favour of defendant No.1 Bank. Other applicants are the alleged guarantors to the loan facility availed by applicant No.1.

4. The defendant – Rasoni Kothari Builders LLP (hereinafter referred as “Auction Purchaser” for the sake of brevity) is purported successful bidder in auction dated 06.03.2025 in whose favour the defendant Bank confirmed the sale and issued sale certificate.
5. It is contended by the applicants that by letter dated 23.12.2022, the defendant Bank illegally revoked One-time settlement of Rs.16.75 crores offered to them vide letter dated 30.01.2022. As per OTS, the applicants made payment from time to time, however, due to adamant approach and wrong practices of the defendant Bank, said OTS was kept pending and started threatening applicants with dire consequences of execution of impugned order u/s. 14 of the SARFAESI Act. Thus, for the first time applicants came to know about same and then obtained certified copy of DM record on 20.01.2023 and the applicants learnt serious illegalities committed by the defendant Bank revealing that the impugned order dated 13.12.2019 is illegal and void ab initio.

6. Further, it is contended by the applicants that applicant company had availed seven credit facilities aggregating to Rs.10,56,82,000/- and it was regularly paying installments. However, in the year 2014, the accounts were irregular and turned NPA on 31.03.2014.
7. Thereafter, the defendant Bank issued demand notices dated 23.04.2014 and possession notice dated 26.06.2014 intimating that symbolic possession of the suit property will be taken on 14.07.2014 and took symbolic possession on 14.07.2014. The possession notice was published on 21.07.2014 i.e. on 8th day of taking symbolic possession and on this count impugned order is vitiated and non-est in the eyes of law. The defendant Bank thereafter filed an Application No. 1590/2019 under section 14 of the SARFAESI Act before DM and obtained illegal orders dated 13.12.2019.
8. It is the contention of the applicants that the applicant and defendant nos. 2 to 4 were coerced and forced to accept the OTS, and defendant bank had unilaterally thrust upon applicant and its sister concerns certain unfair conditions which had adverse financial implications upon their plans for paying the balance amount of Rs.4.75 (out of OTS amount of Rs.16.75 Cr. they had paid Rs.12.00 Cr. by February 2021 itself.) The defendant bank illegally

appropriated further amount of Rs.80.00 Lakhs from Current account of applicant no.1, which was over and above the OTS amount of Rs.16.75 Crores, under the guise of being one of the conditions unilaterally imposed in sanction letter dated 28.01.2021. That issue of the said sanction letter was purposefully delayed and issued to applicant and defendant nos. 2 to 4 at the time when they were under serious pressure from the investor and were caught unaware. The defendant bank cunningly managed to add illegal condition in OTS proposal i.e. till the date of withdrawal of the NCLT matter, the credits in current account of applicant company such as rentals will not be allowed to be withdrawn by the applicant nor will be appropriated towards OTS amount, but will be adjusted over and above the OTS amount and expenses incurred towards initiating IBC action will be recovered/ reimbursed by applicant, although the same were already paid by the applicant from its account. The conditions were outside the scope of OTS application dated 04.09.2020 and discussions which took place at H.O in Delhi on 24.12.2020. It is pertinent to note that applicant and defendant Nos. 2 to 4 were asked to immediately confirm the scaling of the OTS proposal dated 04.09.2020 from Rs.15.00 Cr. to Rs.16.75 Cr. which was agreed over there

itself on the condition that the approval shall be conveyed within 7 days and/or latest by first week of January 2021. Since 2014, subject matter account/s were debit frozen and therefore maintenance remained neglected since 2014 and this led to deterioration in the structural strength of the subject matter building.

9. It is further contentions of the applicants that all the credits including GST input credit etc. were being illegally appropriated by Bank towards recovery of alleged loan accounts by keeping the applicant in dark. This led to the unwarranted multiple action from the tax authorities for no fault of applicant and applicants were saddled with the burden of huge liability of statutory dues including prosecution for non-filing and action on the ground of evasion of taxes, penalty, attachment of property and noting of charge by Central Government in the property card etc.
10. Further, OTS sanction was issued through one letter dated 27.01.2021, however, the defendant Bank had specified the settlement amount against each account as detailed below.

	Account	OTS Amount (in Cr)	Paid (in Cr)	Date of payment	Balanace payable
1	V.V. Gidwani	3.30	3.30	Feb 2021	0
2	Ninads Pottery	0.45	0.45	Feb 2021	0
3	Pushpam	1.10	1.10	Feb 2021	0

	Software Pvt. Ltd.				
4	Pushpam Plaza Pvt. Ltd.	11.90	7.15	Feb 2021	4.75 Cr
		16.75	12.00		

The contents of the sanction letter clearly stipulated that OTS amount of Rs.16.75 Crores will be paid as under :

1. Rs.1.50 Cr. already deposited with the OTS proposal and kept in NO Lien Account will be appropriated against VV Gidwani immediately,
2. Rs 9.50 Crores will be paid within 30 days from the date of approval of OTS i.e. 28.01.2021,
3. Balance amount of Rs.5.75 Crores + interest if any will be deposited within 180 days from the approval of OTS.
4. On receiving 9.50 Cr:
 - a. An amount of Rs.1.80 Cr. (being the remaining balance amount of the OTS amount of Rs 3.30 Cr.) will be appropriated in A/c of V V Gidwani (signifying that 1.50 Cr appropriated immediately upon issue of OTS sanction letter against 3.30 Cr and balance 1.80 Cr to be appropriated upon receipt of Rs.9.50 Cr) and
 - b. An amount of Rs.0.45 Cr will be appropriated in A/c of Ninads Pottery (signifying that entire OTS amount of 0.45 Cr. will be appropriated upon receipt of Rs.9.50 Cr.)

leaving balance of Rs.7.25 Crores out of Rs.9.50 Crores required to be deposited

c. An amount of Rs.7.25 Crores will be kept in no lien account in remaining two accounts ie Pushpam Plaza Pvt Ltd and M/s Pushpam Software Pvt Ltd. And the property mortgaged in V V Gidwani account will be released.

According to the applicant against Rs.9.50 Crores, applicant deposited Rs.10.50 Crores.

11. It is further contended by the applicants that against an impugned order dated 13.12.2019 passed by DM, applicants preferred SA No. 65/2024 and during pendency of SA, the defendant Bank issued sale notice under Rule 8(6) dated 28.01.2025 and also published sale notice in newspaper dated 29.01.2025 and scheduled auction on 06.03.2025. The defendant Bank conducted auction dated 06.03.2025 and declared the defendant-Auction Purchaser as successful bidder and also issued sale confirmation letter dated 17.03.2025 in favour of defendant-Auction Purchaser stating that defendant-Auction Purchaser offered highest sale price in its bid for Rs.13,90,97,000/- and acknowledged that it has paid Rs.3,48,24,250/- i.e. 25% of sale price. The defendant-Auction Purchaser paid the balance sale price on 06.06.2025 after expiry of 90 days from the date of auction. Therefore, the applicants have

preferred these two SA and prayed to allow the same in terms of prayers mentioned above.

12. Defendant No.1 Bank and the defendant-Auction Purchaser by filing Statements of Objections opposed the applications.
13. It is submitted by defendant No.1 Bank that the grounds raised in the application are completely false, unsubstantiated, frivolous, vexatious and devoid of merits. It is submitted that the applicants had moved IA No. 692/2025 dated 04.03.2025 and it was disposed vide order dated 06.03.2025 with the order that, *“in case a bid is received the defendant shall accept 25% amount and the sale is subject to a decision on merits in the main Securitization Application.”* Thus, there was no stay on any of the subsequent actions of the Bank in pursuance of the Auction dated 06.03.2025. Further, it is submitted that IA No. 693/2025 filed by applicants for amendment of SA, was allowed by the Hon'ble Tribunal on 02.05.2025, however, the applicants have not carried out amendment as per order.
14. It is further submitted that the defendant Bank had taken possession of second, third floors and terrace of suit property on 05.03.2025 and the same was not challenged by the applicants. Further, Auction Purchaser moved IA 1730/2025 and after hearing all the parties at length, the

application was partially allowed on vide order dated 05.06.2025. The applicants did not challenge the said order. For reference, operative part of the said order is produced by the defendant Bank, as under –

- A. *The Auction Purchaser, M/s Rasoni Kothari Builders LLP shall deposit the remaining 75% of the sale price of the suit property before completion of 90 days i.e. on or before 6th June, 2025 with the defendant Bank.*
- B. *On deposit of said amount, the defendant Bank shall immediately comply all legal formalities required for completion of sale of suit property i.e. issuance of Sale Certificate and get registered the same and handing over vacant possession of part of suit property of which possession is with it i.e. Second Floor, Third Floor and Terrace Floor of the suit building to the Auction Purchaser.*

15. Thereafter, the applicants moved another IA 1780/2025 for stay of operation of order dated 05.06.2025 in IA 1730/2025 for restraining the defendant Bank from issuing sale certificate and registering the same. It was also dismissed with reasoned order.
16. It is further submitted by defendant No.1 Bank that SA 556/2025 is barred by Res judicata as the prayers in SA 556/2025 are the same which have already been sought in various Interim Applications filed by the applicants in SA 65/2024 and they have already been adjudicated and rejected. Hence, SA 556/2025 is hit by the principles of Res judicata and is liable to be dismissed with costs.

17. Further, it is submitted by the defendant Bank that the application is also barred by limitation. The sale notice was issued on 28.01.2025 for auction on 06.03.2025. The applicants received the said notice and the same could have been challenged within 45 days from January 2025 which comes to an end in mid-March 2025. Once the sale is conducted, all other actions are consequential to the sale which cannot be separately challenged. The sale has to be challenged and not the receipt of payment of the balance consideration of issuance of the Sale Certificate. SA limitation has been taken from 06.06.2025 i.e. from the date of receipt of entire amount and issuance of the sale certificate, which is not permitted under the Law. On bare perusal of SA 65/2024, the applicants have admitted entire process of SARFAESI Act invoked by the defendant Bank. Also, there is no reply to the notice under section 13(2) dated 23.04.2014 and possession notice dated 14.07.2014. The property was put for auction 15 times from 2014 till 13.09.2019. The applicants did not challenge any of the auctions. Furthermore, there is no challenge to order dated 13.12.2019 under section 14 of the SARFAESI Act by DM. First challenge was made to the said order in the year 2024 i.e. after 10 years of initiation of SARFEASI action. Thus,

SA is barred by limitation and liable to be rejected with costs.

18. The defendant Bank further stated that the applicants have played fraud upon Tribunal by suppressing vital and material facts, viz. the defendant Bank has to recover huge dues of Rs.1556.85 Lakh as on 01.01.2025 from the applicants; the defendant Bank issued demand notice under section 13(2) dated 23.04.2014 to the applicants and took symbolic possession of secured asset on 14.07.2014.
19. With regard to OTS, the defendant Bank has submitted that OTS sanctioned to the applicants in the year 2019 and 2021 was frustrated for want of compliance by applicants. The defendant Bank had also granted extension of six months on 08.07.2021 which was also not complied by the applicants, in view of which OTS got lapsed. The same was communicated to the applicants on 23.12.2022. As per the terms of sanction, No Due will be issued only after the receipt of entire OTS amount. According to the defendant Bank, the prayer as to OTS is beyond the scope of the Act and beyond the powers and jurisdiction of the Hon'ble Tribunal.
20. Thus, according to the defendant Bank the applicants have filed SA with sole intention to abuse process of law. The applicants have waived their right and now, not entitled to

challenge the action of the defendant Bank. The SA itself is not maintainable. Therefore, the defendant Bank prayed to dismiss the application with exemplary costs.

21. The defendant Auction Purchaser by filing Statements of Objections contended that it is a bona fide purchaser for value, having purchased the secured asset in the public auction held on 06.03.2025 strictly in compliance with the provisions of SARFAESI Act, 2002 and the Security Interest (Enforcement) Rules, 2002.
22. The Auction Purchaser further stated that SA has been filed with mala fide intention after confirmation of sale, deposit of entire amount of sale consideration and after issuance and registration of sale certificate in its favour and to frustrate lawful rights of bona fide Auction Purchaser. It has raised the same objections which are raised by the defendant Bank, therefore, in order to avoid repetition, need not to reproduce here. Besides, it has stated that it has paid full sale consideration of Rs.13,90,97,000/- along with stamp duty, registration charges. The applicants are willful defaulters since 2013 and also failed to honour OTS sanctioned by the defendant Bank in 2021 despite three extensions and equitable reliefs cannot be granted to the applicants who now seek to obstruct lawful purchaser after 12 years of default and 18 attempts of auction.

23. The defendant – Auction Purchaser further contended that the applicants have repeatedly filed frivolous and vexatious proceedings only to delay, obstruct and deprive the defendant Auction Purchaser of the benefits of valid auction sale, therefore, it prayed to dismiss the application with exemplary costs.
24. The Applicants have filed pursis Exhibit 22 and pressed only the OTS plea taken in SA No. 65/2024 and IA No. 225/2026 therein. In respect of certain grounds regarding the sale of the secured asset that were inadvertently added as grounds GGG to QQQ were allowed to be rectified and also paragraph 5.12 to 5.16 were also rectified pursuant to the orders of the Ld. Tribunal dated 18.12.2025 and Hon'ble High Court dated 16.01.2026.
25. Accordingly, so far as SA No. 65/2024 along with IA No. 225/2026 only the OTS plea may be considered and the prayer clauses relating to sale in SA No. 65/2024 need not be considered, since the sale challenged separately in SA No. 556/2025.
26. In respect of SA No. 556/2025 the Applicants have taken the plea relating to the challenge to the sale more specifically the sale not being completed and balance 75% not being paid within the statutory period. This plea may be considered in SA No. 556/2025, and the Hon'ble High

Court by its order dated 13.10.2025 directed this Tribunal to consider SA No. 556/2025 along with SA No. 65/2024.

27. The following points arise for my determination.

- (1) Whether the applicants are entitled for direction of this Court to the defendant Bank for revival/ rescheduling OTS granted to the applicants in the year 2021 which later on revoked ?
- (2) Whether the disputed sale conducted on 05.03.2025 of the suit property is illegal and there are procedural lapses ?
- (3) Whether S.A. No. 556/2025 is within limitation ?
- (4) Whether the applicants are entitled for the reliefs as claimed in S.A. Nos. 65/2024 and 556/2025 ?
- (5) What order ?

28. I record my findings on the above points as follows for the reasons stated below.

- (1) In the negative.
- (2) In the negative.
- (3) In the negative.
- (4) In the negative.
- (5) As per final order.

REASONS

29. In view of pursis (Exhibit 22) of the applicants, I decide these Securitization Applications.

30. Heard the learned Advocates for rival parties. Perused the written notes of arguments at Exhibit 19 filed by the applicants, Exhibit 18 filed by the defendant Bank and Exhibit 20 filed by the defendant-Auction Purchaser.
31. The learned advocate for the applicants placed reliance on the following authorities.
- (1) Authorized Officer, SBI Vs. C. Natarajan reported in (2024) 2 SCC 637,
 - (2) Union Bank of India Vs. Rajat Infrastructure Pvt. Ltd. (2023) 10 SCC 232
 - (3) Anil Pathak Vs. State of U.P. 2025 SCC OnLine All 1292
 - (4) (2007) 11 SCC 369, State Bank of India Vs. Vijay Kumar (Supreme Court),
 - (5) Small Industries Development Bank of India Vs. Aditya Diamonds 2019 SCC On Line Bom 1226
 - (6) M/s. Jindeev Shuttering Vs. Bank of Baroda, Order dated 19.04.2022 by Punjab and Haryana HC in CWP 26858 of 2018.
 - (7) Mangesh Champaklal Gandhi Vs. Aditya Birla Finance Ltd. [Civil Application No.15765 of 2019 decided by Hon'ble Gujarat High Court on 07/10/2019]
 - (8) Misons Leather Ltd. V/s. Canara Bank reported in (2007) 139 Comp Cas 302.
 - (9) Authorised Officer Indian Overseas Bank and Another Vs. Ashok Saw Mills reported in (2009) 8 SCC 366.
 - (10) Alpine Pharmaceuticals Pvt. Ltd. and another Vs. Andhra Bank reported in (2022) 17 Comp Cas-OL 690: 2020.

(11) Arce Polymers Private Limited Vs. Alphine Pharmaceuticals Pvt. Ltd. and another reported in (2022) 2 SCC 221.

32. The learned advocate for the defendant Bank placed her reliance on the following authorities.

(1) ASREC (India) Ltd., V/s. Fastgrowth Hospitality LLP [Writ Petition (Lodg) No.39107 of 2022, Hon'ble High Court of Bombay, (2023) ibclaw.in 18 HC.

(2) Indian Overseas Bank Vs. M/s. RA Pure Life Science Limited [Writ Petition Nos.2109, 2276 & 2751 of 2020, High Court of Judicature for the State of Telangana]

(3) Union Bank of India and Anr. Vs. Benoy A.S. and another [RA (SA) 186/2018 & MA(SA) 94/2018 DRAT, Chennai, (2022 ibclaw.in 41 DRAT]

(4) Sulthan Said Ibrahim Vs. Prakasan & Ors., having INSC No.25INSC764 decided on 23.05.2025.

(5) The Bijnor Urban Cooperative Bank Ltd., Bijnor & Ors. Vs. Meena Agarwal and Ors. reported in (2021) ibclaw.in 174 SC

(6) State Bank of India Vs. Arvindra Electronics Pvt. Ltd., reported in 2022 LiveLaw (SC) 908.

(7) Ms. Archana Wani Vs. Indian Bank and others reported in (2025) ibclaw.in.3386 HC.

(8) Supertech Realtors Pvt. Ltd. Vs. Bank of Maharashtra reported in (2022) ibclaw.in.285 HC.

(9) ARCE Polymers Private Limited Vs. Alphine Pharmaceuticals Private Limited and Ors. reported in (2022) 2 SCC 221.

(10) S.P. Chengalvaraya Naidu (Dead) by L.Rs. Vs. Jagannath (Dead) by L.Rs. and Others reported in MANU/SC/0192/1994.

- (11) Pahwa Buildtech Private Limited and Ors. Vs. India bulls Commercial Credit Limited and Anr. (2022) 3 High Court Cases (Del) 482.
- (12) Smt. M. Subathra Vs. State Bank of India [M.A. (S.A):31/2022 decided by Hon'ble DRAT, Chennai on 13th June, 2025]
33. The learned Advocate for the defendant Auction Purchaser relied upon the following authorities.
- (1) GM, Sri Siddeshwara Co-operative Bank Ltd. and Ors. Vs. Iqbal & Ors. reported in MANU/SC/0856/2013
- (2) Pahwa Buildtech Pvt. Ltd. Vs. Mr. Jagmohan Singh Arora & Ors. reported in (2022) ibclaw.in 123 HC

Point No. 1 :-

34. The applicants in S.A. No. 65/2024, by relying on the following authorities, are seeking direction of this Court to the defendant Bank to revive/reschedule OTS sanctioned on 28.01.2021 and permit them to pay OTS balance amount with interest.
- i) State Bank of India Vs. Vijay Kumar (2007) 11 SCC 369,*
- ii) Small Industries Development Bank of India Vs. Aditya Diamonds (2019 SCC Online Bom 1226),*
- iii) Bijnor Urban Co-operative Bank Ltd. Vs. Meenal Aggarwal (2021 SCC Online SC 1255).*
35. According to the defendant Bank, OTS sanctioned in the year 2021, was partly complied with and as the applicants failed to comply it fully, it has been frustrated, and

therefore, the Court has no power or authority to direct to revive or reschedule OTS.

36. The record shows that OTS for Rs.16.75 crore was granted by the defendant Bank to the applicants. The applicants deposited Rs.12,98,29,386/- and failed to pay Rs.3,76,70,615.02, the balance OTS amount within stipulated period. It is to be noted that as per request of the applicants extension for payment of balance OTS amount of Rs.3,77,00,000/- with interest @8.35% per annum for delayed period, was granted till 27.01.2022. Thereafter, the applicants by letter dated 31.01.2022 again sought extension of period for payment of balance OTS amount which has been rejected by the defendant Bank. It means OTS has been frustrated due to non-payment of balance OTS amount by the applicants within extended period.
37. In these circumstances, this Court has no power or authority to direct the defendant Bank to revive or reschedule OTS as it would tantamount to modification of contract/rewriting of contract, which can be done by mutual consent of Debtor and Creditor under section 62 of the Indian Contract Act. This opinion is supported by Judgment of the Hon'ble Supreme Court in the case of *State Bank of India Vs. Arvindra Electronics (2022*

LiveLaw (SC) 908). In view of these observations, the applicants are not entitled for such reliefs and therefore, I answer this point in the negative.

Point Nos. 2 and 3 :-

38. Since both these points are intermingled with each other, I record my findings thereon simultaneously. In SA No. 556/2025, the applicants have challenged auction sale of the suit property conducted on 06.03.2025 in pursuance to sale notice dated 28.01.2025.
39. The applicants have not disputed service of sale notice, pasting of sale notice on the suit property and publication of same in English and Marathi Newspaper but the sale has been challenged on the ground that balance 75% amount of sale price of the suit property has not been paid within statutory period of three months, and therefore, sale has not been completed within four corners of law.
40. According to the applicants, Auction Purchaser moved IA No. 1730/2025 in SA No. 65/2024, in which this Court passed order on 05.06.2025 directing Auction Purchaser to deposit remaining 75% amount on or before 06.06.2025. Though the applicants challenged order passed in IA 1730/2025 by filing appeal before the Hon'ble DRAT, it has not set aside order but given direction to expedite

Securitization Applications in pursuance of Order of Hon'ble High Court.

41. Further, according to the applicants, Auction Purchaser has not deposited remaining 75% amount within 15 days from the date of sale i.e. from 05.03.2025 and he had not sought extension and the defendant Bank has rejected his extension request. Thus, there is violation of Rule 9(4) of the Security Interest (Enforcement) Rules, 2002.
42. However, on perusal of Rule 9(4) of the Security Interest (Enforcement) Rules, 2002, it reveals that Auction Purchaser require to deposit remaining 75% amount within 15 days from the date of confirmation of sale and not from the date of sale. In the present case, sale has been confirmed on 17.03.2025. If we count three months from 17.03.2025, it come to an end on 16.06.2025. Therefore, there is no violation of Rule 9(4) of the Security Interest (Enforcement) Rules, 2002 and defendant Auction Purchaser has deposited remaining 75% amount within three months from the date of confirmation of sale.
43. The applicants relied on internal communication between Mumbai Office and Pune Office of the defendant Bank about rejection of request of defendant-Auction Purchaser for extension of period to deposit 75% amount. However, it is inhouse communication and question arises as to how

the applicants are in possession of said communication and doubt arises about the same.

44. It is to be noted that later on the defendant Bank by letter dated 31.05.2025 granted extension of period to Auction Purchaser which means the defendant Auction Purchaser had made request for extension of period to deposit 75% amount. So also, as per order of this Court passed below IA No. 1730/2025, Auction Purchaser was permitted to deposit 75% amount on or before 06.06.2025. There is no shred of evidence that rejection of request of extension of period to deposit 75% amount was communicated to defendant-Auction Purchaser though there is inhouse communication between Mumbai Office and Pune Office of the defendant Bank about it. Anyhow, the Rule 9(4) of the Security Interest (Enforcement) Rules, 2002 is for the benefit of Auction Purchaser and the defendant Bank and not for borrower, and therefore, he cannot raise objection in that regard.
45. In view of these observations, I hold that sale of the suit property conducted on 05.03.2025 in pursuance to sale notice dated 28.01.2025 is legal and there are no procedural lapses therein.
46. The defendant Bank has raised objection that filing of SA No. 556/2025 is barred by limitation. Admittedly, sale

notice dated 28.01.2025 has been served upon the applicants on 31.01.2025 and sale was conducted on 05.03.2025 and SA No. 556/2025 has been filed on 16.06.2025.

47. According to the applicants, as pleaded in the main Application that Auction Purchaser deposited 75% amount on 06.06.2025 and SA is filed on 16.06.2025, and therefore, it is filed within limitation i.e. within 45 days from 06.06.2025.
48. However, limitation for challenging sale of mortgaged property starts from the date of service of sale notice. In the present case, admittedly sale notice has been served on the applicants on 31.01.2025 and the Application is filed on 16.06.2025 beyond period of 45 days. Delay condonation application has not been filed on record. These facts glaringly shows that present SA No. 556/2025 is time barred and not filed within limitation. Hence, I answer these points in the negative.

Point Nos. 4 and 5 :-

49. From the evidence on record and findings recorded above, I hold that the applicants are not entitled for reliefs as claimed in SA Nos. 65/2024 and 556/2025, and therefore, both the Applications are liable to be dismissed.

50. At the finally, I, with great regard, mention that the authorities cited on behalf of the applicants are not applicable to the present case, as they turn on different points than the facts of present case. Per contra, authorities cited on behalf of the defendant Bank and Auction Purchaser are squarely applicable to the present case.
51. Therefore, I answer these points accordingly and I pass the following order.

ORDER

- A} Securitization Application No. 65/2024 is dismissed with costs.
- B} Securitization Application No. 556/2025 is dismissed with costs.
- C} If any Interlocutory Applications are pending, they shall automatically disposed of.

Pronounced in open Court.

Place : Pune
Date : 01.07.2026

Sd/-
(Dilip G. Murumkar)
Presiding Officer
Debts Recovery Tribunal,
Pune.