DEBTS RECOVERY TRIBUNAL No.2, MUMBAI

PRESIDING OFFICER: HARISH KUMAR KAUSHIK

SECURITISATION APPLICATION NO.278 OF 2025

Date of Institution: 29.05.2025
Date of Decision: 16.07.2026

Jagdish Jamaklal Mansukhani, adult, Indian Inhabitant residing at 2nd Floor, "Aadhya" Jai Hind Co-operative Housing Society Limited, Plot No.43, N.S. Road No.10, Vile Parle (West), Mumbai 400056 ... Applicant

Versus

1. Samman Capital Limited (formerly known as Indiabulls Housing Finance Limited) having corporate office at first floor, Tower 3A, DLF Corporate Greens, Sector 74A, Gurgaon, Narsinghpur, Haryana – 122 004 through its Authorised Officer.
2. JPA Solutions Private Limited (formerly known as JPA Holdings Private Limited), a Company incorporated under the Companies Act, 1956, having office at Man House, 102, S.V. Road, Vile Parle (West), Mumbai 400 062.
3. Anita Jagdish Mansukhani, adult, Indian inhabitant having address at 2nd Floor, "Aadhya" Jai Hind Co-

operative Housing Society Limited, Vile Parle (West) Mumbai 400 056.

4. Ramesh Jamklal Mansukhani, adult, Indian Inhabitant having address at 2nd Floor, "Aadhya" Jai Hind Co-operative Housing Society Limited, Vile Parle (West) Mumbai 400 056.
5. Ishwar Manik, adult, Indian inhabitant having address at B/20, Blue Sea Apartment, Juhu Tara Road, Santacruz (West), Mumbai 400049
6. India SME Asset Reconstructions Company Ltd. Having its registered office at The Ruby, 11th Floor, North-West Wing, Plot No.29, Senapati Bapat Marg, Dadar (W), Mumbai 400028 ...Respondents

APPEARANCES

For the Applicant	:	Mr Rishabh Shah i/b Ms Mitika Agarwal - Advocate
For Respondent Nos.1 and 6	:	Mr G.R. Kinkhabwala, Ms Megha Gupta, Ms Anushree Talekar, Ms Lavanita Chityala, Ms Shreya Gupte i/b M/s. Hedgehog & Fox LLP – Advocates
For Respondent No.4	:	Mr Jay Zaveri and Ms Tavaleen Saini and Mr Ujjwal Batra i/b M/s. Crawford Bayley & Co. – Advocate
For Respondent No.5	:	Ms Arzoo Gupta - Advocate
For Respondent Nos.2 and 3	:	None

Final Order

(1) The present Securitisation Application No.278 of 2025 is filed under Section 17 of the SARFARSI Act challenging the measures taken by the Respondent No.1 under the provisions of the in relation to the proposed sale of the secured asset through private treaty.

<u>Factual matrix of the case:</u>

(2) The Applicant is the owner of the entire third floor, fourth floor and fifth floor of the building known as "Aadhya" Jai Hind Cooperative Housing Society Limited, Plot No.43, N.S. Road No.10, Vile Parle (West) Mumbai -400 056 along with car parking spaces in the basement, ground floor and stilt area (for short “the said properties or secured assets”)

(3) The Respondent No.1 is a Non-Banking Financial Company [“NBFC”] formerly known as Indiabulls Housing Finance Limited [“IHFL”]. Respondent No.2 is a borrower company and Respondent No.3 is guarantor. Respondent No.4 is the brother of the Applicant and claims to have entered into impugned confirmation of sale by private treaty in respect of the said assets. Respondent No.5 has offered an amount of Rs.37.50 Crore to the Respondent No.1 for the purchase of the said property.

(4) That by a letter dated 01.05.2011, IHFL sanctioned loan of Rs.20 crores to Respondent No.2 Company (then known as JPA Holding Private Limited). IHFL claimed mortgage over the said property under a registered mortgage deed dated 12.05.2011.

(5) During the pendency of proceedings before the competent Civil Court, Consent Terms dated 13.12.2011 came to be executed between the concerned parties. Under Clauses 9, 10 and 19 of the said Consent Terms, Shri Rameshchandra Mansukhani, herein as Respondent No.4, was conferred a contractual Right of First Refusal (ROFR) in the event of sale of the property, while the rights of the secured creditor to recover its dues were also preserved subject to the terms incorporated therein.

(6) According to the Applicant, the Respondent No.1 subsequently enhanced the contractual rate of interest without authority and consequently classified the loan account as a Non-Performing Asset on 22.08.2017. Thereafter, the Respondent No.1 issued a Demand Notice dated 23.08.2017 under Section 13(2) of the SARFAESI Act, 2002 calling upon the borrowers to discharge the outstanding liability. Upon failure of the borrowers to liquidate the dues within the prescribed period, further measures under Section 13(4) of the SARFAESI Act, 2002 were initiated by the Respondent No.1.

(7) Upon default in repayment of the loan, Respondent No.1 initiated measures under the SARFAESI Act, 2002. Demand Notice under Section 13(2) was issued on 23.08.2017 followed by measures under Section 13(4) and proceedings under Section 14 of the Act. Earlier attempts to realise the secured asset through public auction did not culminate in sale.

(8) Being aggrieved by the Demand Notice and the subsequent possession measures, the Applicant had earlier filed Securitisation Application No.476 of 2018 before this Tribunal. During the pendency of the said proceedings, proceedings under the Insolvency and Bankruptcy Code were initiated, whereupon the Applicant withdrew the said Securitisation Application with liberty to pursue appropriate remedies after culmination of the proceedings under the Insolvency and Bankruptcy Code. Subsequently, the proceedings before the National Company Law Tribunal came to be concluded.

(9) Thereafter, the Respondent No.1 proceeded with the recovery and issued a Sale Notice dated 12.03.2025 proposing sale of the secured asset through a private treaty. In furtherance thereof, the Respondent No.1 addressed a communication dated 17.03.2025 to Respondent No.4 calling upon him to exercise the contractual Right of First Refusal flowing from the Consent Terms dated 13.12.2011. Consequent thereto, Consent Terms dated 31.03.2025 came to be executed between the Respondent No.1 and Respondent No.4, followed by issuance of a Letter of Confirmation acknowledging receipt of 25% of the agreed sale consideration and recording the terms governing payment of the balance consideration, issuance of the Sale Certificate and delivery of possession.

(10) The challenge in the present SA is mainly directed against the Sale Notice dated 12.03.2025, the decision of Respondent No.1 to adopt the mode of sale by private

treaty, the implementation of the contractual Right of First Refusal (ROFR) contained in the Consent Terms dated 13.12.2011, the subsequent Consent Terms dated 31.03.2025 executed between Respondent No.1 and Respondent No.4 and the Letter of Confirmation dated 31.03.2025 issued pursuant thereto. The Applicant seeks setting aside of the aforesaid measures as being contrary to the provisions of the SARFAESI Act, 2002 and the Security Interest (Enforcement) Rules, 2002.

<u>Case of the Applicant:</u>

(11) The Applicant has filed the present Securitisation Application under Section 17 of the SARFAESI Act, 2002 challenging the measures adopted by Respondent No.1 in relation to the sale of the secured assets through private treaty.

(12) The Applicant has, inter alia, contended that Respondent No.1 has acted contrary to the provisions of the SARFAESI Act, 2002 and the Security Interest (Enforcement) Rules, 2002 while conducting the impugned sale. According to the Applicant, the decision to dispose of the secured asset by private treaty is contrary to law and the subsequent measures taken pursuant thereto are liable to be set aside.

(13) It is further contended that the contractual Right of First Refusal contained in Clauses 9 and 10 of the Consent Terms dated 13.12.2011 has not been implemented in accordance with the true intent of the said clauses. According to the Applicant, a Right of First Refusal could arise only upon the existence of a

bona fide third party offer on identical terms. It is submitted that in the absence of any such offer, Respondent No.1 could not have directly called upon Respondent No.4 to exercise the said right.

(14) The Applicant has further challenged the communication dated 17.03.2025, the Consent Terms dated 31.03.2025 and the Letter of Confirmation dated 31.03.2025 on the ground that the same are contrary to the statutory framework governing sale of secured assets under the SARFAESI Act, 2002.

(15) The Applicant has further contended that the purchaser failed to deposit the balance sale consideration within the period stipulated under the Letter of Confirmation dated 31.03.2025 and the applicable statutory provisions. It is submitted that the sale has consequently lapsed and deserves to be cancelled.

(16) The Applicant has accordingly prayed that the Sale Notice dated 12.03.2025, the communication dated 17.03.2025, the Consent Terms dated 31.03.2025, the Letter of Confirmation dated 31.03.2025 and all consequential proceedings be quashed and set aside.

Case of Respondent Nos.1 and 6:

(17) It is submitted that sale through private treaty is one of the recognised modes of sale under Rule 8(5) of the Security Interest (Enforcement) Rules, 2002 and that there exists no statutory hierarchy requiring the secured creditor to exhaust one mode before adopting another. According to the Respondents, the secured creditor was fully competent to realise the secured

asset by adopting the mode of private treaty. Further, the said properties were already put on auction earlier but fetched no bidder.

(18) That the Right of First Refusal was not created by the secured creditor but was an existing contractual obligation flowing from the Consent Terms dated 13.12.2011, to which the Applicant himself was a party. It is contended that Respondent No.1 merely recognised and honoured the contractual rights already binding upon the parties while exercising its statutory rights under the SARFAESI Act, 2002.

(19) That during the pendency of the earlier Securitisation Application (SA No. 476 of 2018) filed by the Applicant, repeated opportunities were granted to the Applicant to discharge the outstanding liability. The Applicant initially sought time to liquidate the dues. Upon failure to do so, further indulgence was sought for bringing a prospective purchaser willing to purchase the secured asset. Acting upon such request, the Tribunal granted opportunity to the Applicant to complete the proposed transaction. Respondent No.5 (Ishwar Manik) was thereafter introduced as the proposed purchaser. However, despite the opportunities granted, the proposed transaction admittedly did not culminate in payment of the outstanding secured debt.

(20) That while seeking permission to effect the sale through the proposed purchaser, the Applicant did not invite the attention of the Tribunal to Clauses 9, 10 and 19 of the Consent Terms dated 13.12.2011 or contend that any proposed transfer would necessarily

be governed by the contractual Right of First Refusal created thereunder.

(21) That the Applicant himself repeatedly sought time before the Tribunal to discharge the outstanding liability and thereafter sought permission to identify a purchaser of his own choice. Despite the opportunities granted, neither the Applicant nor the proposed purchaser completed the transaction.

(22) That the Applicant never disclosed before the Tribunal that any proposed sale would necessarily be governed by the contractual Right of First Refusal contained in the Consent Terms dated 13.12.2011. It is only after the proposed transaction failed and Respondent No.1 proceeded to complete the sale process that the Applicant has sought to rely upon the said contractual provisions.

(23) That with regard to the contention relating to expiry of the stipulated period for payment of the balance sale consideration, Respondent Nos.1 and 6 submit that completion of the transaction remained affected by judicial proceedings and orders directing maintenance of status quo. It is further submitted that Respondent No.4 has already approached the Hon'ble High Court seeking extension of time and the said proceedings remain pending consideration.

Case of Respondent No. 4:

(24) It is submitted the Respondent No.4 derives its rights not merely from the impugned transaction but from the Consent Terms dated 13.12.2011 executed between the

parties much prior to initiation of the present proceedings.

(25) That the Clauses 9, 10 and 19 of the Consent Terms expressly recognise the contractual Right of First Refusal while simultaneously preserving the right of the secured creditor to enforce the mortgage. Respondent No.1 merely implemented the contractual arrangement which already bound all the parties.

(26) That the Respondent No.4 deposited 25% of the sale consideration in accordance with the Consent Terms dated 31.03.2025 and the Letter of Confirmation. The balance payment could not be completed because the delivery of physical possession remained affected by the status quo orders passed during the pendency of the proceedings.

(27) That an application seeking extension of time has already been filed before the Hon'ble High Court and the said Court has recorded a prima facie opinion that the prayer deserves consideration. Therefore, according to Respondent No.4, the Applicant cannot contend that the sale has automatically lapsed merely because the stipulated period has expired.

(28) Respondent Nos.1, 4 and 6 have accordingly prayed for dismissal of the Securitisation Application.

Heard Ld. Advocates for the parties. Perused the material placed on record.

(29) The Applicant has mainly assailed the decision of Respondent No.1 to realise the secured asset through private treaty. According to the Applicant, the sale ought not to have been conducted by adopting the said

mode and the procedure prescribed under the Security Interest (Enforcement) Rules, 2002 has not been complied with.

(30) The contention cannot be accepted. Rule 8(5) of the Security Interest (Enforcement) Rules, 2002 expressly recognises multiple modes for sale of an immovable secured asset, namely by obtaining quotations, inviting tenders, holding public auction, conducting e-auction or by private treaty. Thus, sale through private treaty is itself a statutorily recognised mode of sale and derives its authority directly from the Rules.

(31) The Rules do not prescribe any hierarchy amongst the various recognised modes of sale. Nothing has been pointed out either from the provisions of the SARFAESI Act, 2002 or the Security Interest (Enforcement) Rules, 2002 requiring the secured creditor to exhaust one mode of sale before resorting to another. Consequently, the mere adoption of the mode of private treaty cannot be held to be contrary to law.

(32) The Applicant has also questioned the validity of the Sale Notice dated 12.03.2025 on the ground that the mandatory period of thirty days was not observed. The said contention is equally devoid of merit. The material on record demonstrates that the impugned sale was not the first attempt to realise the secured asset. Earlier attempts undertaken by Respondent No.1 to realise the secured asset had admittedly failed. Consequently, the present sale was a subsequent sale.

(33) In terms of the proviso to Rule 9(1) of the Security Interest (Enforcement) Rules, 2002, where the first

sale has failed and the secured asset is proposed to be sold again, the authorised officer is required to serve, affix and publish a notice of sale of not less than fifteen days. In the present case, the Sale Notice is dated 12.03.2025 whereas the sale was scheduled on 29.03.2025, thereby providing more than the statutory minimum period prescribed for a subsequent sale.

(34) Therefore, this Tribunal is unable to hold that the decision of Respondent No.1 to adopt the mode of private treaty or the issuance of the Sale Notice dated 12.03.2025 suffers from any statutory infirmity under the SARFAESI Act, 2002 or the Security Interest (Enforcement) Rules, 2002. The Tribunal, therefore, finds that the statutory requirement relating to notice of sale stood duly complied with.

(35) Further, the Applicant has assailed the action of Respondent No.1 in recognising and implementing the Right of First Refusal (ROFR) contained in the Consent Terms dated 13.12.2011. According to the Applicant, the contractual right has not been exercised in the manner contemplated by the said Consent Terms and, therefore, the subsequent sale through private treaty deserves to be set aside.

(36) Respondent No.1, on the other hand, has contended that it has merely recognised and acted upon a pre-existing contractual obligation binding upon the parties and that the secured creditor has not created any new right in favour of Respondent No.4. It is further submitted that the contractual arrangement

contained in the Consent Terms cannot be ignored while enforcing the mortgage.

(37) It is not in dispute that the Consent Terms dated 13.12.2011 were executed much prior to the initiation of the measures under the SARFAESI Act, 2002. It is equally undisputed that the Applicant is himself a party to the said Consent Terms and that Clauses 9, 10 and 19 constitute part of the contractual arrangement governing the rights and obligations of the parties.

(38) The Applicant has invited this Tribunal to interpret the said clauses in a particular manner and to hold that the Right of First Refusal could not have been implemented in the facts of the present case. This Tribunal is of the considered view that such contention, by itself, does not furnish a ground to invalidate the statutory measures adopted by the secured creditor.

(39) The jurisdiction of this Tribunal under Section 17 of the SARFAESI Act, 2002 is to examine whether the measures adopted by the secured creditor are in accordance with the provisions of the SARFAESI Act, 2002 and the Rules framed thereunder. Mere existence of a dispute regarding the interpretation or implementation of contractual clauses between private parties does not, by itself, establish that the secured creditor has acted in violation of any mandatory statutory provision.

(40) Significantly, the Applicant has not demonstrated that Respondent No.1 has acted in breach of any provision

of the SARFAESI Act, 2002 or the Security Interest (Enforcement) Rules, 2002 while adopting the mode of private treaty or while recognising the contractual arrangement already binding upon the parties.

(41) On the contrary, the material placed on record reveals that Respondent No.1 proceeded to enforce its security interest while simultaneously recognising the contractual rights flowing from the Consent Terms. The implementation of such contractual arrangement cannot, in the facts of the present case, be construed as creating a statutory illegality in the measures adopted under the SARFAESI Act, 2002.

(42) The conduct of the Applicant during the course of the proceedings also assumes significance. The record reveals that repeated opportunities were granted to the Applicant to liquidate the outstanding dues. Upon failure to do so, further indulgence was granted to enable the Applicant to procure a purchaser of his own choice. Pursuant thereto, Respondent No.5, namely Mr. Ishwar Manik, was introduced as the proposed purchaser. However, despite such opportunities, the transaction admittedly did not culminate in discharge of the secured debt. More importantly, the record reveals that when the Applicant sought permission for sale through the proposed purchaser, the Applicant did not place reliance upon Clauses 9, 10 and 19 of the Consent Terms as an impediment to the proposed transaction. The proposed transaction ultimately failed. It is thereafter that the Applicant questioned the

subsequent implementation of the said clauses by Respondent No.1.

(43) The Applicant has also sought to contend that the implementation of the Right of First Refusal is contrary to the contractual understanding between the parties. This Tribunal is not persuaded to accept the said submission. Even assuming that rival interpretations of the Consent Terms are possible, the Applicant has failed to establish that the course adopted by Respondent No.1 results in violation of any mandatory provision of the SARFAESI Act, 2002 or the Security Interest (Enforcement) Rules, 2002 so as to justify interference under Section 17 of the Act.

(44) The challenge raised by the Applicant, therefore, essentially pertains to the interpretation and implementation of contractual obligations inter se the parties. Such contractual issues, in the absence of any demonstrated statutory violation affecting the measures adopted under the SARFAESI Act, 2002, cannot by themselves constitute a ground for setting aside the impugned action of the secured creditor in proceedings under Section 17 of the Act. Therefore, this Tribunal finds no merit in the challenge directed against the recognition and implementation of the Right of First Refusal by Respondent No.1.

(45) The Applicant has also challenged the Consent Terms dated 31.03.2025 and the Letter of Confirmation of even date executed between Respondent No.1 and Respondent No.4. The principal contention advanced is that Respondent No.4 failed to deposit the balance

sale consideration within the stipulated period and, therefore, the proposed sale has lapsed and deserves to be cancelled.

(46) Per contra, Respondent Nos.1 and 6 have submitted that the transaction could not be completed owing to the pendency of the present proceedings and the interim orders operating in respect of the secured asset. It is further submitted that Respondent No.4 has already approached the Hon'ble High Court of Bombay seeking extension of time and the said issue is presently pending for consideration.

(47) The material placed on record reveals that pursuant to the proposed private treaty sale, Respondent No.1 and Respondent No.4 executed Consent Terms dated 31.03.2025. On the same day, Respondent No.1 issued a Letter of Confirmation recording receipt of 25% of the agreed sale consideration and prescribing the terms governing payment of the balance amount and completion of the transaction.

(48) The Applicant has principally relied upon the contention that the balance consideration was not deposited within the stipulated period and, therefore, the proposed sale automatically stands vitiated. It is an admitted position that immediately after the execution of the aforesaid documents, the present Securitisation Application came to be filed and consequently, the process relating to completion of the transaction and delivery of possession did not proceed in the ordinary course. Further, interim order of status quo was also passed by this Tribunal.

(49) It is further borne out from the record that Respondent No.4 has already approached the Hon'ble High Court of Bombay seeking extension of time for payment of the balance consideration. By order dated 09.07.2026, the Hon'ble High Court recorded a prima facie opinion that the prayer deserves consideration and directed the parties to place before it the outcome of the present proceedings before passing further orders. Thus, the question whether Respondent No.4 is entitled to extension of time for payment of the balance sale consideration is presently pending before the Hon'ble High Court. Any conclusive finding recorded by this Tribunal on the said issue would necessarily overlap with the issue pending before the Hon'ble High Court.

(50) The jurisdiction of this Tribunal under Section 17 of the SARFAESI Act, 2002 is confined to examining whether the measures adopted by the secured creditor suffer from any illegality under the provisions of the Act or the Security Interest (Enforcement) Rules, 2002. The subsequent controversy relating to extension of time for completion of the transaction cannot, by itself, furnish a ground to invalidate the measures already adopted under the SARFAESI Act, 2002, particularly when the said issue is already pending adjudication before the Hon'ble High Court.

(51) Now regarding any statutory infirmity warranting interference under Section 17 of the SARFAESI Act, 2002, the record reveals that the secured creditor initiated measures under the SARFAESI Act, 2002 only after the loan account became irregular and the

outstanding secured debt remained unpaid. The recovery proceedings have remained pending over a considerable period during which repeated opportunities were granted to the Applicant to regularise the account and discharge the outstanding liability.

(52) The record further reveals that pursuant to the interim orders passed by this Tribunal in the earlier proceedings, the Applicant was directed to comply with certain conditions including deposit of specified amounts. However, the Applicant failed to comply with the said conditions and sought repeated extensions of time. The material placed on record further discloses that despite such indulgence, the outstanding secured debt continued to remain unpaid.

(53) Thereafter, upon the Applicant expressing willingness to procure a purchaser for the secured asset, the Tribunal granted an opportunity to complete such transaction. Respondent No.5, namely Mr. Ishwar Manik, was introduced as the proposed purchaser. However, the proposed transaction admittedly did not culminate in discharge of the secured debt. The Applicant, therefore, cannot derive any enforceable right merely because the said proposal remained under consideration at an earlier stage.

(54) The Applicant has also contended that the Right of First Refusal contained in the Consent Terms dated 13.12.2011 could arise only after identification of a bona fide third-party purchaser and that the contractual mechanism has not been correctly

implemented. Even assuming that the interpretation canvassed by the Applicant is one of the possible interpretations of the Consent Terms, the Applicant has failed to demonstrate as to how the implementation adopted by Respondent No.1 has resulted in violation of any mandatory provision of the SARFAESI Act, 2002 or the Security Interest (Enforcement) Rules, 2002.

(55) The jurisdiction of this Tribunal under Section 17 is confined to examining the legality of the statutory measures adopted by the secured creditor. The Tribunal is not called upon in the present proceedings to finally adjudicate disputed questions relating to contractual interpretation unless such interpretation itself renders the statutory measures illegal. As already held while deciding Point Nos.1 and 2, no such statutory violation has been established in the present case.

(56) The record further reveals that the Applicant himself subsequently invoked proceedings under Section 122 of the Insolvency and Bankruptcy Code. This Tribunal refrains from expressing any opinion regarding the merits or effect of the said proceedings. However, the undisputed fact remains that despite the various opportunities granted during the proceedings in the DRT and the subsequent proceedings initiated by the Applicant, the outstanding secured debt continued to remain unpaid.

(57) The Applicant has further contended that Respondent No.1 acted arbitrarily in not accepting the higher offers

allegedly received in respect of the secured asset. The said contention has no merit. The record reveals that the issue had arisen even prior to the impugned transaction when I.A. No. 821 of 2025 in S.A. No. 177 of 2025 was considered by this Tribunal. While declining interim relief by order dated 28.03.2025 in the said Securitisation Application, this Tribunal observed that although the Applicant had referred to a higher offer of Rs. 37 crores, the proposed purchaser was not ready to deposit the earnest money as required, and merely on the oral statement of the Applicant's counsel it would not be fair to stay or defer the sale proceedings, particularly when the secured creditor was likely to lose the proposed purchaser.

(58) It is also evident from the record that the Respondent No.1 issued a notice dated 16.01.2025 to the borrowers informing that the secured creditor intends to sell the mortgaged assets in accordance with the provisions of the SARFAESI Act, 2002 after expiry of 30 days from the date of said notice.

(59) The record further discloses that the offers subsequently placed through the Applicant were not accompanied by the requisite earnest money. The Bank has specifically pleaded that although an offer of Rs.37.50 crores was indicated, only a demand draft of Rs.2.50 crores was tendered with an assurance that the balance amount required towards the earnest money would be deposited subsequently. Respondent No.1, therefore, rejected the proposal as being non-compliant and returned the demand draft. On the

other hand, Respondent No.4 deposited 25% of the agreed sale consideration upon acceptance of its offer.

(60) In these circumstances, it cannot be held that Respondent No.1 arbitrarily ignored a valid and compliant higher offer. The material on record indicates that the proposals relied upon by the Applicant had not crystallised into compliant offers capable of immediate acceptance.

(61) In view of the aforesaid, Respondent No.1 cannot be faulted for proceeding to realise the secured asset by adopting one of the statutorily recognised modes of sale under Rule 8(5) of the Security Interest (Enforcement) Rules, 2002.

(62) Upon an overall consideration of the pleadings, documentary evidence and submissions advanced on behalf of the parties, this Tribunal is satisfied that the Applicant has failed to establish any violation of the mandatory provisions of the SARFAESI Act, 2002 or the Security Interest (Enforcement) Rules, 2002 warranting interference under Section 17 of the Act.

(63) The challenge raised by the Applicant is substantially founded upon the interpretation of the contractual Right of First Refusal contained in the Consent Terms dated 13.12.2011 and the subsequent implementation thereof by Respondent No.1. However, for the reasons already recorded hereinabove, this Tribunal finds that the Applicant has failed to demonstrate that the measures adopted by the secured creditor suffer from any violation of the mandatory provisions of the

SARFAESI Act, 2002 or the Security Interest (Enforcement) Rules, 2002.

(64) The material on record further establishes that Respondent No.1 proceeded to realise the secured asset only after repeated opportunities granted to the Applicant to liquidate the outstanding dues failed to fructify. The Applicant was also granted sufficient opportunity to procure a purchaser of his own choice. However, the proposed transaction admittedly did not culminate in discharge of the secured debt. Thus, the Applicant has failed to make out any case for setting aside the measures adopted by Respondent No.1. Accordingly, the following order:

ORDER

I. The Securitisation Application No.278 of 2025 is hereby dismissed.

II. All pending IAs, if any, stand disposed of accordingly.

III. No order as to costs.

Sd/-

(Harish Kumar Kaushik)
Presiding Officer,
DRT-2, Mumbai

Radhika