
(1985) 01 P&H CK 0023
In the Punjab And Haryana At Chandigarh
Case No : LDH- 78/84

Bachni Devi

APPELLANT

Vs

Sale Officer, Asstt.Registrar, Co-op.Societies, Samrala

RESPONDENT

Date of Decision : 04-01-1985

Acts Referred:

Citation : (1985) 1 CurLJ 589 : (1985) PLJ 123 : (1985) RRR 411

Hon'ble Judges : Pritam Singh;Deputy Secretary., J

Advocate : Amar Singh, Advocate., Advocates for appearing Parties

Judgement

Pritam Singh, Dy Secy.

1. The brief facts of the case are that deceased husband of the petitioner had taken two loans amounting to Rs 6,000/ from the RespondentBank. One loan amounting to Rs. 6,000/ was taken by pledging his land measuring 19 Kanals 11 Marlas with the RespondentBank, another sum of Rs. 6,000/ was taken by pledging another piece of land measuring 24 Kanals. As the petitioner's husband failed to return the amount therefore, the RespondentBank moved the Sale Officer for the sale of the mortgaged land under Section 24 of the Punjab Cooperative Land Mortgage Bank Act, 1957. The mortgaged property was put to auction on 15.12.1978 by the Sale Officer and two sale certificates were issued on 2.2.1979. The present revision petition has been filed by the petitioner who challenged the aforesaid two sale certificates issued on 15.12.1978.

2. I have gone through the record and heard the counsel for the petitioner and counsel for RespondentBank. The counsel for the petitioner has stated that auction took place on 15.12.78 and the RespondentBank itself purchased the property which was put to auction on 15.12.78. He has further argued that even if it is admitted for the sake of argument that the sale was held under Section 15 of the Punjab Cooperative Land Mortgage Bank Act, 1957 the sale becomes absolute only when the sale is confirmed by the Registrar, Co operative Societies, Punjab under Section 17(3) of the Act. He has further argued that no such confirmation was given by the Registrar, Cooperative Societies and therefore, the

sale could not be considered to have become absolute. He has further challenged the purchasing of land by the Respondent Bank. He has pointed out that the purchase of the land of the petitioner by the Respondent Bank is in violation of Section 21 read with Section 41 of the Act. The counsel for the Respondent Bank has stated that a genuine auction took place on 15.12.78. But he has not been able to produce any document to show that the sale was confirmed by the Registrar, Cooperative Societies as required under Section 17 of the Cooperative Societies Act, 1961. He has also failed to rebut the argument of the counsel for the petitioner that the purchase of the land of the petitioner is in violation of Section 21 read with Section 41 of the Act. In view of this, I find that both the sale certificates issued on 2.2.1979 are void ab initio. Further they are void because the Bank could not purchase the land itself as it was in violation of Section 21 read with Section 41 of the Act. In view of this, I quash both the certificates issued on 2.2.1979.

3. The counsel for the petitioner has given an undertaking that the petitioner is ready to make the payment of the outstanding amount against her within two months. In view of this I order that she shall repay the amount outstanding against her to the Respondent Bank failing which the Bank shall be free to again recover the amount in accordance with law.

Announced.