(2026) 02 UK CK 1837

In the Uttarakhand High Court

Case No : Writ Petition Miscellaneous Single No. 299 Of 2026

Harish Singh Soragi APPELLANT

Vs

State Of Uttarakhand And Others RESPONDENT

Date of Decision : 23-02-2026

Acts Referred:
Constitution Of India, 1950 — Article 226

Citation : (2026) 02 UK CK 1837

Hon'ble Judges : Pankaj Purohit, J

Bench : Single Bench

Advocate : S.K. Mandal, Anil K. Dabral, Suyash Pant, Arvind Vashistha, Monika Pant

Final Decision : Disposed Of

Judgement

Pankaj Purohit, J

1. This writ petition has been filed under Article 226 of the Constitution of India, whereby the petitioner claims himself to be a Guarantor of a loan issued to respondent no.4-M/s Shri Balaji Trading Company by respondent no.3-Union Bank of India. Respondent no.4-M/s Shri Balaji Trading Company failed to repay the loan which resulted into recovery proceedings. In the said proceedings ultimately secured assets owned by the petitioner were put to e-auction and the said secured assets were purchased by respondent no.10 in the said auction. While challenging the e-auction consequent sale on various grounds, the petitioner has come up with a pleading that he is willing to clear all the liabilities against the borrower within a stipulated period.

2. Impressed by the said contention of the learned counsel for the petitioner, that petitioner wants to settle the dispute, this Court therefore asked the counsel for respondent no.3-Union Bank of India to seek instructions in the matter only on this aspect as to whether the respondent-Bank accepts such proposal or not.

3. An interim order has been granted by this Court on 17.02.2026 whereby it

was directed that the sale which has been made in favour of respondent no.10 shall not be confirmed.

4. Today Mr. Praveen Kumar Gupta, Branch Manager, Asset Recovery Branch, Dehradun of respondent no.3-Union Bank of India is present before this Court and on instructions he submits that the respondent no.3-Union Bank of India is ready to consider proposal for clearing the liability of the petitioner.

5. Learned Senior Advocate for respondent no.3 informed this Court that the total liability towards the petitioner is ☐ 72,50,000/- upto 31st January, 2026; however, after the order passed by the Debts Recovery Tribunal, Dehradun, vide order dated 06.01.2026 the liability reduced to ☐ 60,50,000/- approximately. The respondent no.3-Union Bank of India can settle the dispute with the petitioner who is Guarantor of the loan, sympathetically.

6. It is further informed by learned Senior Advocate for respondent no.3 that the sale certificate dated 04.02.2026 has not been registered in view of the interim order passed by this Court on 17.02.2026.

7. On a question being put to Branch Manager that as to whether he is in a position to settle the dispute as One Time Settlement, he replied that One Time Settlement is done by a Committee of the Bank and, therefore, he is not in a position to settle it in that manner.

8. Having considered the rival submission of the learned counsel for the parties and having considered the facts of the case and especially the fact that the petitioner is a Guarantor, this Court gives an opportunity to the petitioner to move a fresh application for One Time Settlement before the said Committee of the Bank within a period of 15 days from today.

9. If such an application is moved by the petitioner before the said Committee, the same shall be considered sympathetically so that the petitioner would not be deprived of his property. It is made clear that all stake-holders be heard while deciding the application by the O.T.S. Committee.

10. In order to show his bona fide, the petitioner shall deposit a sum of ☐ 20,00,000/- (Twenty Lakhs Rupees) within ten days from today in the account of respondent no.3-Union Bank of India.

11. In case of failure on the part of the petitioner the natural consequence will ensue.

12. As an abundant precaution, it is provided that the sale made in favour of respondent-Bank shall not be confirmed till the proceedings of One Time Settlement have come to an end.

13. Accordingly writ petition stands disposed of in the aforesaid terms.