

**HIGH COURT FOR THE STATE OF TELANGANA  
AT HYDERABAD**

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**THE HON'BLE JUSTICE MOUSHUMI BHATTACHARYA  
AND  
THE HON'BLE JUSTICE GADI PRAVEEN KUMAR**

**Writ Petition Nos.12412 and 14351 of 2024**

**DATE : 06-05-2026**

**W.P.No.12412 of 2024**

**Between:**

Sri Jagan Mohan Pyrasani

...Petitioner

And

Sri Srikanth Reddy Kasu and Two Others

... Respondents.

**COMMON ORDER:** *(per Hon'ble Justice Gadi Praveen Kumar)*

Since the issue involved in these Writ Petitions is one and the same, they are being disposed of by this common order.

2. Heard Sri Ambadipudi Satyanarayana, learned Senior Counsel representing Ms.Ch.Laxmi Chaya, learned counsel appearing for the petitioner in W.P.No.12412 of 2024 and respondent No.2 in W.P.No.14351 of 2102, Ms.T.Vidya Rani, learned Standing Counsel for

Bank of India appearing for the petitioners in W.P.No.14351 of 2024 and the respondent Nos.2 and 3 in W.P.No.12412 of 2024 and Mr.K.V.Bhanu Prasad, learned Senior Counsel representing Mr.Kothapalli Sai Sri Harsha, learned counsel appearing for the respondent No.1 in both the Writ Petitions.

3. The respondent No.1 - Srikanth Reddy Kasu in both the Writ Petitions is the borrower. The petitioner – Jagan Mohan Pyrasani in W.P.No.12412 of 2024 and respondent No.2 in W.P.No.14351 of 2024 is the auction purchaser. Respondent Nos.3 and 4 in W.P.No.12412 of 2024 and petitioner Nos.1 and 2 in W.P.No.14351 of 2024 are the Bank of India and its Authorized Officer.

4. W.P.No.12412 of 2024 is filed by the auction purchaser seeking to quash the order passed by the Debts Recovery Appellate Tribunal, Kolkata (DRAT), in Appeal No.43 of 2023 dated 22.04.2024 in reversing the order passed by the Debts Recovery Tribunal-I, Hyderabad (DRT), in TSA No.3 of 2022 dated 14.12.2022 setting aside the sale notice dated 23.05.2022 directing the Bank to return the bid amount deposited by the auction purchaser along with interest at 7% per annum, as illegal and arbitrary.

5. W.P.No.14351 of 2024 is filed by the Bank of India seeking to set aside the order dated 22.04.2024 passed by the Debts Recovery Appellate Tribunal, Kolkata, as the same is contrary to law and Rules 8(6) and 9(1) of the Security Interest (Enforcement) Rules, 2002 (for short, 'the 2002 Rules') read with Section 17(1) and 18 of the Securitization and reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (for short, 'the SARFAESI Act').

6. The brief facts of the case are that the borrower approached the bank in the year 2017 and availed housing loan of Rs.1,27,00,000/- for purchase of a plot and also for construction of a residential house thereon as against the security by way of mortgage over the application schedule property, *viz.*, bearing No.5-5-35/259/1 on plot No.20 in Sy.No.450 situated at Maitri Nagar, Kukatpally Village of Medchal-Malkajgiri District. The borrower further stated that the entire loan amount was not released by the Bank as per the schedule. Hence, the construction of the building got delayed. In the meanwhile, the Bank increased the rate of interest from 7% to 10.5% per annum without any information to the borrower. However, an amount of Rs.45,00,000/- was deposited by the borrower till filing of the TSA. While so, the borrower came to know from his friends and relatives

that the Bank issued sale notice dated 23.05.2022 fixing the auction of the schedule property on 27.06.2022.

7. It is further stated that objections against the demand notice were filed by the borrower, which were not considered by the Bank and thus, the Bank has violated Section 13(3A) of the SARFAESI Act. It is also stated by the borrower that the Bank failed to serve possession notice and e-auction notice on the borrower, affix the said notices on the schedule property and also failed to publish the said notices in two leading newspapers and that the Bank has not obtained the valuation of the schedule property from the approved valuer. The Bank has violated Rules 8(1), 8(2), 8(5), 8(6), 8(7), 9(1) and 9(3) of the 2002 Rules.

8. Hence, the borrower approached the Debts Recovery Tribunal-I, Hyderabad, by filing TSA No.3 of 2022, challenging the e-auction conducted by the respondent No.1 in respect of the application schedule property on 27.06.2022 in pursuance of the sale notice dated 23.05.2022 and also the action of the Bank in taking physical possession of the application schedule property through Advocate-Commissioner appointed by the learned Chief Judicial Magistrate, Medchal-Malkajgiri, in CrI.M.P.No.54 of 2022, as null and void.

9. The Bank by suppressing the fact of pendency of the present TSA before the Tribunal, obtained orders from the learned Chief Judicial Magistrate, Medchal-Malkajgiri in CrI.M.P.No.54 of 2022 for taking physical possession of the application schedule property.

10. Denying the contentions raised by the borrower before the DRT, the Bank contended that the borrower availed the loan for purchase as well as for construction of house by executing necessary loan documents on 18.11.2017 and thereafter executed acknowledgment of debt and security on 10.12.2020 confirming the liability of Rs.1,32,63,150.78 paise as on 09.11.2020. The bank also sent a letter to the borrower on 11.01.2022 informing about the revision of the interest on account of the delay in constructing the building. Since the borrower failed to repay the loan in terms of the conditions of sanction, the loan account of the borrower has been classified as NPA on 20.01.2022. The bank issued demand notice demanding the borrower to pay Rs.1,48,25,807.78 paise with future interest and costs. Pursuant to the demand notice, the borrower filed the objections on 27.01.2020. The Bank sent a reply on 18.02.2022 rejecting the said objections, thereby, the Bank took symbolic possession of the schedule property by issuing possession notice on 01.04.2022 which is also duly served upon the borrower.

11. After service of the notice upon the borrower, the Bank published sale notice dated 23.05.2022 in the newspapers, the Hindu and Andhra Jyothi, on 26.05.2022, fixing the e-auction of the schedule property on 27.06.2022. The sale notice also fixed on the application schedule property and obtained validation of the application schedule property from Government approved Valuer fixing the fair market value as Rs.2,23,02,000/- and reserve price was fixed as Rs.80,10,000/-.

12. The Bank further contended that in the e-auction conducted on 27.06.2022, the auction purchaser stood as the highest bidder for an amount of 2,32,00,000/- and he paid balance 15% of the 25% of the sale price totaling Rs.58,00,000/- on 28.06.2022 on receipt of the bid confirmation and paid the balance sale consideration of Rs.174,00,000/- out of the total sale consideration of Rs.2,32,00,000/- on 02.08.2022 on receipt of the final confirmation letter of sale as contemplated in Rule 9 of the 2002 Rules. Thereafter, the Authorized Officer of the Bank issued sale certificate in favour of the auction purchaser including delivering physical possession of the schedule property.

13. Basing on the pleadings, the learned DRT framed the following issues for consideration:

- i) *“Whether the applicant has established any valid grounds for setting aside the e-auction sale of the application schedule property conducted by the 1<sup>st</sup> respondent bank on 27.06.2022 and the consequential Sale Certificate dated 06.08.2022 issued by the 1<sup>st</sup> respondent bank in favour of the 2<sup>nd</sup> respondent?”*
- ii) *To what relief?*

14. The learned DRT after considering the various contentions raised therein dismissed TSA No.3 of 2022 *vide order* dated 14.12.2022 holding that the borrower has failed to establish any grounds for setting aside the e-auction sale of the application schedule property conducted by the Bank on 27.06.2022. Aggrieved by this said order, the borrower approached before the DRAT by way of Appeal No.43 of 2023.

15. The borrower reiterated the contentions raised before the DRT and the Bank also denied the said allegations before the DRAT. It is further contended by the Bank before the DRAT that while the e-auction sale proceedings were in progress, the borrower moved an application before the DRT in TSA No.3 of 2022 along with an application, I.A.No.777 of 2022, for stay of further proceedings pursuant to the e-auction notice. In the said application, the DRT *vide order* dated 30.06.2022 stayed confirmation of sale, issuance of sale certificate including handing over physical possession, subject to the

condition that the borrower depositing Rs.20,00,000/- on or before 15.07.2022 and the balance Rs.20,00,000/- on or before 29.07.2022 and if any default of the said conditions, the stay shall stand vacated. It is also stated that only an amount of Rs.10,58,764/- was received by the Bank on 15.07.2022 and since the borrower did not comply the conditions imposed by the learned DRT, the auction purchaser deposited remaining 75% of the bid amount on 02.08.2022 and the sale certificate was issued on 06.08.2022. Thereafter, the bank approached the learned Chief Judicial Magistrate, Medchal-Malkajgiri under Section 14 of the SARFAESI Act wherein the Advocate-Commissioner issued notice for handing over possession by 17.09.2022.

16. The DRAT upon considering the issues, was pleased to pass orders by setting aside the order dated 14.12.2022 passed by the DRT to the extent of sale notice dated 23.05.2022 on the ground of violation of mandatory provisions of Rule 8(6) and 9(1) of the 2002 Rules and also set aside the e-auction sale conducted on 27.06.2022.

17. Sri Ambadipudi Satyanarayana, learned counsel for the auction purchaser contended that the borrower, who is the appellant before the learned DRAT, has not challenged the findings of the DRAT in

relation to all other contentions of the borrower in the appeal. It is further contended that the learned DRAT on a mistaken understanding of the judgment of *Celir LLP v/s. Bafna Motors (Mumbai) (P) Limited*<sup>1</sup> passed the impugned order, setting aside the auction. The confusion with respect to the question of law by the learned DRAT that there should be a gap of 30 days between the issuance of Rule 8(6) notice and Rule 9 publication is clarified by the Apex Court in *M.Rajendran v/s. KPK Oils and Proteins India Private Limited*<sup>2</sup>. The finding with respect to the question of law by the learned DRAT that there should be a gap of 30 days between the issuance of Rule 8(6) notice and Rule 9 publication is not valid and held to be unsustainable.

18. Learned counsel further contended that the borrower has not challenged the findings of fact of both the DRT and DRAT that the sale notice was issued on 23.05.2022 under Rule 8(6) of the 2002 Rules and was served on 25.05.2022 and the question of fact cannot be raised in the *Writ of Certiorari* that too filed by the auction purchaser and by the Bank but not by the borrower. There is no dispute with respect to Rule 8(7) which was affixed on 24.05.2022 and therefore, there is a gap of 30 days from the date of service, publication and affixture of

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<sup>1</sup>(2024) 2 SCC 1

<sup>2</sup>(2025) SCC Online SC 2036

sale notice. Thus, the auction is strictly in accordance with the provisions of Rules 8(6), 8(7) and 9(1) of the 2002 Rules, as held by the Hon'ble Supreme Court and therefore, contended to set aside the order passed by the learned DRAT and allow the Writ Petitions upholding the auction.

19. Smt. Vidya Rani, learned Standing Counsel appearing for the Bank of India, in W.P.No.14351 of 2024 and respondent Nos.2 and 3 in W.P.No.12412 of 2024 while adopting the arguments of the auction purchaser, contended that the learned DRAT through its order dated 22.04.2024 made no discussion about Rule 8(6) notice or Rule 9(1) publication except narration of various judgments. It is also not clear as to how and on which aspect bank committed violation of Rule 8(6) and Rule 9(1) of the 2002 Rules. It is further contended that admittedly notice for sale of secured assets under Section 13(8) of the SARFAESI Act read with Rules 8(6) and 9(1) of the 2002 Rules was issued on 23.05.2022 fixing the date of sale as 27.06.2022 and the notice was published in the newspapers on 26.05.2022 and affixed on the secured asset on 24.05.2022 and was acknowledged by the borrower on 25.05.2022. The DRAT failed to appreciate that the rule 9(1) of the rules is not a separate notice to be given by the bank to the borrower apart from the notice under rule 8(6) of the rules.

20. Learned counsel also contended that the bank has followed the Rules 8 and 9 of the 2002 Rules, conducted e-auction, adjusted the sale proceeds to the loan amount, it would be impracticable to the bank to debit the loan account and again declare the account as NPA by putting the clock back especially after more than two years, more particularly, the borrower did not choose to pay even a crucial amount for upgradation after the account was declared as NPA, but incurring the amounts long lasting litigation in the matter. The Hon'ble Apex Court held in the case of *Sadasiv Prasad Singh vs. Harendar Singh and others*<sup>3</sup> that law makes a clear distinction between the stranger who is *bona fide* purchaser of the property at an auction sale and a decree holder purchaser at court auction afforded of court sales.

21. Learned counsel contended that the borrower has taken inconsistent and contradictory stands at different stages of the proceedings. Before the DRT, the borrower claimed that no notice under Rule 8(6) was ever served. However, before the DRAT, in Ground No. 14 of the appeal, it was contended that the sale notice was served on 31-05-2022. In the counter affidavit filed in W.P. No.12412 of 2024, there was no specific plea regarding service, and the argument was limited to the absence of a 30-day gap. Subsequently,

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<sup>3</sup>2015(5) SCC 574

in W.P. No. 14351 of 2024, it was stated that the notice was served on 31-05-2022, while during oral submissions it was claimed to have been served on 04-06-2022. These shifting stands clearly demonstrate the falsity and unreliability of the borrower's case, rendering the contention liable to be rejected outright. The clarification is provided by the Bank in its rejoinder that the communication dated 04-06-2022 pertained only to forwarding publication copies, and that the two notices referred to relate respectively to Rule 8(6) and Rule 9(1) further negates the borrower's claims.

22. Learned counsel for the petitioners places reliance upon the judgment passed by the Apex Court in *Central Counsel for Research in Ayurvedic Sciences Vikattanda vs Bikartan Das*<sup>4</sup>, *Celir LLP vs Sumathi Prasad Bafna*<sup>5</sup> and the judgment passed by this Court in WP Nos.24552 and 24642 of 2025 dated 28.01.2026.

23. On the other hand, Sri K.V Bhanu Prasad, learned Senior Counsel, assisted by Sri Harsha, submitted that the sale notice under Section 13(8) of the SARFAESI Act read with Rule 8(6) of the 2002 Rules was issued on 23.05.2022 proposing to hold auction on 27.06.2022 whereas the appellants are contending that a clear 30 days

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<sup>4</sup>2023 (16) SCC 462

<sup>5</sup>2024 SCC online SC 3721

gap is maintained for holding auction, the date of issuance of notice is not all relevant but the date of service of notice is only taken into consideration.

24. The contrary stand of the Bank before the both the Forums has to be taken into consideration, since the bank contended before the DRT that the sale notice dated 23.05.2022 is served on 25.05.2022 and maintained clear 30 days before holding auction on 27.06.2022, whereas the bank before DRAT at page no. 436 has taken the stand that the sale notice dated 23.05.2022 was served on borrower which is evident from the acknowledgments dated 25.05.2022 and 04.06.2022. Therefore, the stand of the Bank that they served notice of sale twice, 2<sup>nd</sup> notice being served on 04.06.2022 with auction on 27.06.2022 is in violation of the mandatory provisions of the law as the auction was conducted on 23<sup>rd</sup> day itself without maintaining the gap of 30 days.

25. The sale notice was never received by the borrower even to the knowledge of the bank on 25.02.2022. As per records the sale notice was sent on 01.06.2022 at 15:16 hours and the same was served upon the borrower on 04.06.2022 and therefore, there is no 30 days gap as required under law. Therefore, the order passed by the DRAT setting aside the order cannot be found fault with.

26. Learned counsel for the respondent contended that there is lack of description of property, which is to be considered as a serious irregularity since innotice issued under 13(2) of the SARFAESI Act, it was projected that what was sold is house bearing 5-5-35/259/1 in an extent of 300 square yards at Kukatpally, and in the reply to the notice issued under Section 13(2), it was mentioned that construction of building at G+1 to G+3 and that staff of the bank have noticed the same and even then the schedule of the property was mentioned as a house/premises in an extent of 300 square yards is for sale. Having sold a building containing 6 apartments, the sale certificate reflects that the house was sold which is to the extent of 300 square yards. Rule 8(7)(a) of the 2002 Rules, mandates that the Bank has to give description of the immovable property to be sold including the details of the encumbrances known to the secured creditor. Therefore, contended that the sale of entire apartment building is arbitrary.

27. Learned Senior Counsel further contended that even the possession is still with the borrower and they have rented the apartments, therefore, the auction purchaser having purchased the entire property at a meagre price raising all sorts of objections after conducting of the e-auction, the bank has filed an application for

possession before the learned Magistrate that the bank or the auction purchaser has acquired physical possession of the property.

28. Learned Senior Counsel for the borrower relied upon the judgment of the *Rajendran's* case (supra), categorically held that the notices under Rules 8(6), 8(7) 9(1) of the 2002 Rules need not be issued separately, but 30 days time should be reckoned from the date of issue of notice of sale which would include both public notice of sale in newspaper and service thereof to the borrower, whichever is later. In the case on hand, paper publication was made on 27.05.2022 but notice under Rule 8(6) was admittedly served on 04.06.2022. Therefore, applying the principle laid by the Hon'ble Supreme Court, if later notice is taken into consideration, i.e., 04.06.2022 and there is no gap of 30 days, as required under law, since the auction took place on 27.06.2022 i.e. 23<sup>rd</sup> day from service of notice.

29. Learned counsel contended also contended that the DRAT applied its mind on the fact and law and came to the conclusion that the bank did not maintain 30 days mandatory period before holding the auction, and therefore, there is no perversity, illegality or irregularity in the order passed by the DRAT and this Court cannot sit as an appellate authority and supplement its views in the writ petition.

It is finally contended that even after the auction was set aside, the bank did not allow the borrower to discharge the loan enabling the auction purchaser to file the Writ Petition. Only after the auction purchaser filed the Writ Petition, the Bank has filed its Writ Petition. The borrower is ready to discharge the loan if two weeks time is granted by this Court, and during the pendency of the securitization application already paid 1<sup>st</sup> instalment to comply with the second instalment drawn Demand Draft, but the learned DRT has not accepted the same, a copy of the Demand Draft is also annexed along with the proceedings.

30. Learned counsel for respondents placed reliance on *E. Muthurathinasabathy & Ors. v. M/s. Sri International & Ors.*<sup>6</sup> wherein it is held that the rights of an auction purchaser are not absolute and that a confirmed sale can still be interfered with if the sale process is found to be legally defective or in violation of mandatory statutory requirements. It is contended that where procedural irregularities exist, or where the borrower is not at fault for delays and has taken steps to discharge the liability, the Court is justified in exercising judicial scrutiny to ensure fairness and prevent unjust deprivation of property.

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<sup>6</sup>2026 LiveLaw (SC) 319, Civil Appeal Nos. 4137-4138 of 2026

31. We have given our earnest consideration to the contentions urged and perused the record.

32. The Appeal of the borrower is allowed by the learned DRAT, Kolkata, setting aside the auction sale conducted on 27.06.2022 of the orders of the learned DRT dated 23.05.2022 interpreting Rule 8(6) and 9(1) of the 2002 Rules.

33. The issue needs to be considered is that whether the secured creditor-bank has complied with the mandatory requirements under Sections 13(2), 13(3A), 13(4) read with Rule 8(I)(II) and Rule 8(VI, VII) and 9(1) of the SARFAESI Act and the 2002 Rules while conducting the e-auction sale dated 27.06.2022.

34. The material placed on records shows that authorized officer of the bank issued demand notice on 21.01.2022 under Section 13(2) of the SARFAESI Act demanding the borrower to pay Rs.1,48,25,807.78 paise along with interest. The demand notice was served upon the borrower. He raised objections on 27.01.2022 under Section 3 of the SARFAESI Act for which the bank issued reply to the objections on 18.02.2022 under Section 3A thereof. The bank also allowed moratorium for repayment of the loan for 18 months from 18.11.2007 and the construction could have been completed as per the schedule,

since the borrower did not complete the construction within the stipulated time resulting in penal interest under the terms of the loan agreement. The record shows that symbolic possession notice was issued on 01.04.2022 and service of possession notice was effected on 01.04.2022. As per the contention of the bank that the possession notice was published in the two newspapers, viz., Hans India and Mana Telangana on 02.04.2022 within seven days under Section 13(8) Rule 8 (I) of the 2002 Rules. Thus, the foundational procedural requirements preceding the sale stand duly complied with.

35. The principal ground on which the learned DRAT interfered with the order of the Debts Recovery Tribunal is the alleged violation of Rules 8(6) and 9(1) of the 2002 Rules. It is relevant to extract para 169 of the Rajendrans's case, wherein the Hon'ble Supreme Court held that,

*"169. From the above discussion, we have no hesitation in holding the following:-*

*(i) Rule(s) 8(6), the Proviso thereto, Rule 8(7) and Rule 9(1) of the SARFAESI Rules respectively do not speak of any separate or distinct notice of sale that is required to be issued by the secured creditor for the transfer of the secured asset by way of lease, assignment or sale in accordance with any of the methods enumerated in Rule 8(5).*

*(ii) The different manner in which the notice of sale has to be served, caused, published, affixed, uploaded as stipulated in Rule (s) 8(6) and*

*8(7) of the SARFAESI Rules respectively, do not constitute separate notices of sale by themselves. They are part and parcel of one single composite intended "notice of sale" of the secured asset by the secured creditor, by any of the mode of sale listed in Rule 8(5). All of the aforesaid rules are concerned with a single composite "notice of sale", and the only distinction between the said rules, is the manner in which the said "notice of sale" has to be given, on the basis of which the relevant rule or rules are applicable, as the case may be.*

*(iii) Similarly, the stipulation under Rule 9(1) of a thirty-day gap between the date of publication of notice of sale and the date of actual sale does not impute a distinct characteristic to the public notice in the newspaper in contrast to the notice of sale that is served to the borrower. As is evident from Appendix IV-A to the SARFAESI Rules, the public notice of sale in newspaper as-well the notice of sale served to the borrower are one and the same, for the purpose of Rule 9(1).*

*(iv) The embargo enshrined under Rule 9(1), that no sale, in the first instance shall take place before the expiry of thirty-days, would be reckoned from the date of issuance of the "notice of sale", which would include both the public notice of sale in the newspaper and the service thereof to the borrower, whichever is later.*

*(v) The notice of sale both under Rule 8(6) read with Rule 9(1) respectively can be served as-well as published in the newspaper, simultaneously on the same date. All that is required under Rule 9 (1) is that a thirty-day gap is maintained between the date the notice of sale is served, affixed and published, whichever is later, as the case may be, till the date of actual sale."*

36. Applying the aforesaid legal principles to the facts of the present case, it is evident that the sale notice was issued on 23.05.2022, affixed on the secured asset on 24.05.2022, served upon the borrower

on 25.05.2022, and published in newspapers on or about 26.05.2022, fixing the date of auction as 27.06.2022. Thus, even taking the latest of these dates into consideration, the statutory requirement of maintaining a clear thirty-day gap stands duly satisfied. The learned DRAT, however, proceeded on an erroneous premise that there must be a separate thirty-day gap between the notice under Rule 8(6) and publication under Rule 9(1), which interpretation runs contrary to the law laid down by the Hon'ble Supreme Court and is therefore liable to be rejected.

37. The contention of the borrower that the notice was served on 04.06.2022 and therefore the mandatory period was not maintained is also devoid of merit. The material on record clearly establishes that the sale notice was first served upon the borrower on 25.05.2022, which is evidenced by the postal acknowledgment. The alleged service on 04.06.2022 is only a subsequent or second acknowledgment and not the initial service but at best as a reiteration or supplementary communication.

38. For the purpose of compliance with Rules 8(6) and 9(1), it is the first valid service that is relevant for computing the statutory period. Acceptance of the borrower's contention would result in uncertainty

and enable manipulation of timelines, thereby frustrating the very object of the SARFAESI Act, which is to ensure expeditious recovery of secured debts. Therefore, the date 25.05.2022 has to be taken as the relevant date, and reckoned from the said date, the auction held on 27.06.2022 clearly satisfies the statutory mandate.

39. It is further observed that the borrower has taken mutually inconsistent stands at different stages of the proceedings, which affects the credibility of his case. Before DRT, the borrower contended that no notice under Rule 8(6) was served upon him. However, before the DRAT, a contrary plea was taken that the notice was served on 31.05.2022. In the writ proceedings, the borrower has again shifted his stand by asserting that the notice was served on 04.06.2022. Such contradictory statements, without any cogent explanation, show that the borrower is adjusting his case depending on the forum.

40. The auction in the present case was conducted in a transparent manner, wherein the auction purchaser emerged as the highest bidder for an amount of Rs.2,32,00,000/-, which is substantially higher than the reserve price. The entire sale consideration was deposited within the stipulated time and a sale certificate was duly issued. It is well settled that the rights of a *bona fide* auction purchaser cannot be

lightly interfered with, particularly when the sale is otherwise conducted in accordance with law.

41. The contention of the borrower regarding the subsistence of the right of redemption is equally untenable. The Hon'ble Supreme Court has consistently held that the right of redemption under Section 13(8) of the SARFAESI Act is available only up to the stage of publication of the sale notice. Once the sale notice is published in accordance with law, the borrower loses the statutory right to redeem the secured asset. In the present case, the sale notice was issued and published in May 2022, whereas the borrower seeks to assert such right after a lapse of several years. Such a belated attempt cannot be countenanced and is contrary to settled legal principles.

42. In view of the aforesaid facts and circumstances of the case, we are of the considered opinion that the secured creditor-Bank has strictly complied with the provisions of the SARFAESI Act and the 2002 Rules, the interpretation adopted by the learned DRAT is contrary to the law laid down by the Hon'ble Supreme Court in *Rajendran's case*, and the auction sale dated 27.06.2022 is valid and enforceable.

43. Accordingly, W.P.Nos.14351 and 12412 of 2024 are allowed and the order passed by the learned DRAT dated 22.04.2024 is set aside upholding the order of the DRT.

Pending miscellaneous petitions, if any, shall stand closed. No costs.

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**MOUSHUMI BHATTACHARYA, J**

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**GADI PRAVEEN KUMAR, J**

Date: 06.05.2026  
GJ