

Appeal Dy. No. 393/2019/2022

Date: 13.10.2022

Rajesh Kumar and Anr. Vs. Kotak Mahindra Bank Ltd. and Ors.

Present: Shri S.K. Gupta, counsel for the applicants,
Shri Rakesh Mishra, Ld. Counsel for the respondent No. 1-Bank,

Heard the learned counsels for both the parties.

Learned counsel for the appellant submits that the appellant had entered into a registered agreement to sale regarding half portion of the property in question with the borrower and within the period specified for execution of sale deed, the same was executed by the respondent no. 2 in favour of the appellant within one year. It is further contended that the respondent no. 2 did not inform the appellant about creation of mortgage over the property in dispute. It is also contended that the appellant is owner of only half portion of the property in question, therefore, the liability of the appellant is only half of the debt due, although the appellant is not borrower as per provisions of law. Accordingly, the court fee paid is sufficient.

Learned counsel for the respondent-Bank submits that the court fee is payable by the appellant as per Rule 13(D) of the Security Interest (Enforcement) Rules, 2002. However, the learned counsel prays for two weeks' time for filing reply in this regard, which is granted.

List this case on 02.11.2022 for reply.

Justice R. D. Khare
Chairperson

VN Giri