

AFFIXATION\BEAT OF DRUM
SALE PROCLAMATION

OFFICE OF THE RECOVERY OFFICER
IN THE DEBTS RECOVERY TRIBUNAL, JHARKHAND AT RANCHI

RECOVERY PROCEEDING No.86 of 2019
IN CASE NO. O.A. Case No.393 of 2016

PROCLAMATION OF SALE UNDER RULES 38, 52(2) OF SECOND
SCHEDULE TO THE INCOME TAX ACT, 1961 READ WITH THE
RECOVERY OF DEBTS DUE TO BANKS AND FINANCIAL INSTITUTIONS ACT 1993

Punjab National Bank (erstwhile Oriental Bank of Commerce), Dhanbad Branch, Dhanbad
Vs. M/s S. M. S Enterprises & Others

To,

1. M/s S. M. S. Enterprises, A proprietorship concern, having its office at Baramuri, P.O. B Polytechnic, District:- Dhanbad:- 828130.
2. Shankar Dayal Singh, Proprietor of M/s S. M. S. Enterprises, S/o Late Shiv Mangal Singh, R/o Baramuri, P.O. B Polytechnic, District:- Dhanbad:- 828130.
3. Namrata Singh, W/o Shankar Dayal Singh, R/o Baramuri, P.O. B Polytechnic, District:- Dhanbad:- 828130.
4. Din Dayal Singh, S/o Late Shiv Mangal Singh R/o Baramuri, P.O. B Polytechnic, District:- Dhanbad:- 828130.

1. Whereas you have failed to pay the sum of **Rs.73,19,191.00 (Rupees Seventy three Lacs Nineteen Thousand One Hundred and Ninety One Only)** payable by you in respect of Recovery Certificate in O. A. Case No.393 of 2016 issued by the Presiding Officer, Debts Recovery Tribunal, Ranchi along with the interest and costs payable, as per the certificate.

2. And whereas the undersigned has ordered the sale of the attached property mentioned in clause 5(a) in satisfaction of the said certificate.

3. And whereas as on the **14.08.2026** there will be due there under a sum of **Rs.73,19,191.00 (Rupees Seventy three Lacs Nineteen Thousand One Hundred and Ninety One Only)** along with Pendente lite and future interest @10% per annum simple from 01.01.2014 till full and final realization of the claim besides cost of Rs.1,50,000/- (Rupees One Lacs Fifty Thousand Only), as per the certificate.

4. Notice is hereby given that, in the absence of any order of postponement, the said property shall be sold by e-auction and bidding shall take place through "Online Electronic Bidding" through the website <https://www.baanknet.com> of PSB Alliance Private Ltd. on 23.10.2026 between 11.00 AM to 12.00 Noon with automatic extension of five minutes duration after the scheduled closing time, if required. For further detail contact: Office of the Recovery Officer, Debts Recovery Tribunal, Ranchi and for property inspection contact Sri Vijeta Kumar, Chief Manager, Punjab National Bank, ARMB, Bokaro, Mobile No.7088177773.

4.1 The sale will be of the property of the certificate debtors above named as mentioned in the table below in clause 5(a).

4.2 The sale shall be stopped if the arrears mentioned in the said certificate, interest costs (including cost of the sale) are tendered to the officer conducting the sale or proof is given to his satisfaction that the amount of such certificate, interest and costs have been paid to the undersigned.

4.3 No officer of other person, having any duty to perform in connection with sale, however, either directly or indirectly bid for, acquire or attempt to acquire any interest in the property sold. The sale shall be subject to the conditions prescribed in the Second Schedule of the Income tax Act, 1961 and the rules made there under.

4.4 The particulars specified in the annexed table below in clause 5(a) have been stated to the best of the information of the undersigned, but the undersigned shall not be answerable for any error, misstatement or omission in this proclamation.



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5. (a) The reserve price below which the property shall not be sold is as per details:-

Details of Immovable Properties	Reserve Price	EMD
Schedule 'A' The immovable property of Certificate Debtor No.2, Sri Shankar Dayal Singh, vide Sale Deed No.15011 dated 03.11.2010 under Plot No.1965 and 1966, Khata No.46, Mouza:- Bhelatand, Mouza No.89, measuring an Area:- 22.27 Decimals, District:- Dhanbad. Boundary:- North:- Plot No.1952, South:- Portion of this Plot, East:- Plot No.1950 and 1951, West:- Portion of this Plot.	Rs.28,39,425/-	Rs.2,83,942.50/- Rounded off to Rs.2,83,943/-
Schedule 'B' The immovable property of Certificate Debtor No.2, Sri Shankar Dayal Singh, vide Sale Deed No.15012 dated 03.11.2010 under Plot No.1903, 1907, 1964, 1967, 1965 and 1966, Khata No.46, Mouza:- Bhelatand, Mouza No.89, measuring an Area:- 22.27-Decimals, District:- Dhanbad. Boundary:- North:- Plot No.1952, South:- Portion of this Plot, East:- Nil, West:- Portion of this Plot.		
Schedule 'C' The immovable property of Certificate Debtor No.2, Sri Shankar Dayal Singh, and Certificate Debtor No.4, Sri Din Dayal, vide Sale Deed No.16105 dated 26.12.2008 under Plot No.191 and 333 and 1966, Khata No.20, Mouza:- Barmudi, Mouza No.03, measuring an Area:- 15 Decimals, Sadar Dhanbad, District:- Dhanbad. Boundary:- North:- Plot No.333, South:- Village Road and Karu Sao, East:- Plot No.333 and 191, West:- Plot No.189 and 190.	Rs.25,50,000/-	Rs.2,55,000/-
Schedule 'D' The immovable property of Certificate Debtor No.3, Namrata Singh and Certificate Debtor No.4, Sri Din Dayal, vide Sale Deed No.2140 dated 05.03.2009 under Plot No.206, Khata No.20, Mouza:- Barmudi, Mouza No.03, measuring an Area:- 09 Decimals, Dhanbad Sadar, District:- Dhanbad. Boundary:- North:- Plot No.204, South:- Portion of this Plot, East:- Plot No.Ramashish Sharma, West:- Plot No.207.	Rs.15,30,000/-	Rs.1,53,000/-

- The interested bidders are required to register themselves on the BAANKNET portal by completing all the formalities. EMD shall be deposited through BAANKNET portal as per prescribed mode by 21.10.2026 by 04:00 pm and thereafter they shall be eligible to participate in the e-auction to be held from 11.00 AM to 12.00 Noon on 23.10.2026. In case, bid is placed in the last 5 minutes of the closing time of the auction, the closing time will automatically get extended for 5 minutes.
- The intending bidders shall pay the EMD through BAANKNET portal as per prescribed mode by 21.10.2026 by 04:00 pm in coordination with the CH Bank. Certificate Holder Bank shall forward a list of all the intending bidders alongwith the requisite EMD/BID details to the Recovery Officer for perusal prior to forwarding the details to the service provider.
- On completion of auction, the service provider shall deposit the EMD amount of Successful Bidder (H1) in the account of Recovery Officer, DRT, Ranchi through RTGS/NEFT/EFT to Current Account No.31598921087, IFS Code: SBIN0007507, State Bank of India, Indrapuri Branch, Ranchi". EMD of unsuccessful bidder(s) shall be returned to them through BAANKNET portal by the CH Bank.
- The amount by which the biddings are to be increased shall be Rs.1,00,000/- each Schedule i.e. A & B, C and D. In the event of any dispute arising as to the amount of bid, or as to the bidder, the property shall at once be put up to auction again.
- On being declared, the successful bidder(H1) shall have to pay 25% of the bid amount after adjustment of EMD already deposited with the BAANKNET portal by way of RTGS/NEFT/EFT in the account of "Recovery Officer, DRT, Ranchi, Current Account No.31598921087, State Bank of India, Indrapuri Branch, Ranchi" immediately as per prescribed rules.
- The Successful Bidder (H1) shall deposit the balance 75% of final bid amount on or before 15th day from the date of sale of the property in the said account as per the detail mentioned in Para 10 above. If the 15th day is Sunday or other Holiday, then on the first bank working day after the 15th day by prescribed mode. In addition to the above, the Successful Bidder (H1) shall also deposit poundage fee @2% up to Rs. 1,000/- and @1% of the excess of said amount of Rs. 1,000/- through Demand Draft in favour of Registrar, DRT, Ranchi.
- In case of default of payment within the prescribed period, the property shall be re-sold, after the issue of fresh Proclamation of Sale. The deposit, after defraying the expenses of the sale, may, if the undersigned thinks fit be forfeited to the Government and the defaulting purchaser shall forfeit all claims to the property of to any part of the sum for which it may subsequently be sold.
- The highest bidder shall be declared to be the purchaser of the property provided further that the amount bid by him is not less than the reserve price. It shall be in the discretion of the undersigned to decline/acceptance of the highest bid when the price offered appears so clearly inadequate as to make it inadvisable to do so.



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14. The property shall be sold "As Is Where Is Basis", "As Is What Is Basis" and "Without Recourse Basis". Bidders are advised/cautioned to verify with the SRO as well as the Revenue Records and shall satisfy themselves regarding the nature, description, condition, encumbrance, lien, charge, statutory dues, etc. over the property before submitting their bids. Statutory dues/liabilities etc. due to the Government/Local Body, if any, shown in the sale notice/tender document shall be borne by the purchaser(s).
15. **Delivery of Possession:-**All expenses and incidental charges thereto shall be borne by the auction purchaser. Request for appropriation of sale proceeds by the Certificate Holder Bank/Financial Institution will be considered only upon the auction purchaser filing a memo of having received the title deeds and delivered possession of the property.
16. The undersigned reserves the right to amend, modify or clarify any part of this Sale Proclamation and accept or reject any or all bids if found unreasonable or postpone the auction at anytime without assigning any reason.

Given under my hand and seal of this Tribunal at Ranchi on this 14th day of August, 2026.




RECOVERY OFFICER-I

DEBTS RECOVERY TRIBUNAL, RANCHI

Sl. No.	Date of Order or proceeding	Order with Signature of the Court	Office action Taken with date															
36.	14.08.2026	R. C. No.86 of 2019 Punjab National Bank (erstwhile Oriental Bank of Commerce), Dhanbad Branch, Dhanbad Vs. M/s S. M. S Enterprises & Others Ld. Counsel Sri Akash Gupta appears for Certificate Debtors. Ld. Counsel Sri K. P. Choudhary appears for Certificate Holder Bank and submits a petition on affidavit stating that the e-auction scheduled on 14.08.2026 did not succeed due to technical reasons and has prayed for putting the scheduled properties 'A', 'B' & 'C' and 'D' on auction at the earliest. Further, fresh e-auction affidavit has also been submitted for the purpose. Prayer allowed. The valuation report dated 30.01.2026 submitted by the CH Bank which has been prepared by Shree Sai Associates, Government Approved Valuer (Income Tax) in respect of the mortgaged property belonging to Certificate Debtors No.2, 3 and 4, is available on record. Upon consideration thereof, the realizable value of Schedule A & B is Rs.28,39,425/- (Rupees Twenty Eight Lacs Thirty Nine Thousand Four Hundred and Twenty Five Only), Schedule 'C' is Rs.25,50,000/- (Rupees Twenty Five Lacs and Fifty Thousand Only) and Schedule 'D' is Rs.15,30,000/- (Rupees Fifteen Lacs Thirty Thousand Only) assessed by the approved valuer appears fair and reasonable and is accordingly accepted as the Reserve Price for the purpose of sale. Accordingly, following orders are hereby passed:- ORDER The immovable property attached vide order dated 03.09.2021, are hereby, ordered to be sold under Rule 52 of the second schedule of Income-tax Rules read with section 29 of the Recovery of Debts Due to Banks & Financial Institutions Act, 1993, by public Auction through e-auction on 23.10.2026 between 11.00 am to 12.00 p.m (with auto extension clause in case of bid in last 5 minutes before closing, if required) through the e-auction agency – websites: https://www.baanknet.com, PSB Alliance Private Limited. <table><tr><th>Details of Immovable Properties</th><th>Reserve Price</th><th>EMD</th></tr><tr><td>Schedule 'A' The immovable property of Certificate Debtor No.2, Sri Shankar Dayal Singh, vide Sale Deed No.15011 dated 03.11.2010 under Plot No.1965 and 1966, Khata No.46, Mouza:- Bhelatand, Mouza No.89, measuring an Area:- 22.27 Decimals, District:- Dhanbad. Boundary:- North:- Plot No.1952, South:- Portion of this Plot, East:- Plot No.1950 and 1951, West:- Portion of this Plot.</td><td>Rs.28,39,425/-</td><td>Rs.2,83,942.50/- Rounded off to Rs.2,83,943/-</td></tr><tr><td>Schedule 'B' The immovable property of Certificate Debtor No.2, Sri Shankar Dayal Singh, vide Sale Deed No.15012 dated 03.11.2010 under Plot No.1903, 1907, 1964, 1967, 1965 and 1966, Khata No.46, Mouza:- Bhelatand, Mouza No.89, measuring an Area:- 22.27 Decimals, District:- Dhanbad. Boundary:- North:- Plot No.1952, South:- Portion of this Plot, East:- Nil, West:- Portion of this Plot.</td><td></td><td></td></tr><tr><td>Schedule 'C' The immovable property of Certificate Debtor No.2, Sri Shankar Dayal Singh, and Certificate Debtor No.4, Sri Din Dayal, vide Sale Deed No.16105 dated 26.12.2008 under Plot No.191 and 333 and 1966, Khata No.20, Mouza:- Barmudi, Mouza No.03, measuring an Area:- 15 Decimals, Sadar Dhanbad, District:- Dhanbad. 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Boundary:- North:- Plot No.204, South:- Portion of this Plot, East:- Plot No.189 and 190, West:- Plot No.207.</td><td>Rs.15,30,000/-</td><td>Rs.1,53,000/-</td></tr></table> Terms & Conditions - Auction/bidding shall only be through online electronic mode through the website. - The intending bidders should register their participation with the service provider <u>PSB Alliance Private Limited</u> well in advance and get user ID and password for participation in E-auction. - EMD shall be deposited through BAANKNET portal as per prescribed mode by 21.10.2026 by 04:00 pm , in coordination with the CH Bank. Certificate Holder Bank shall forward a list of all the intending bidders alongwith the requisite EMD/BID details to the Recovery Officer for perusal prior to forwarding the details to the service provider. - Prospective bidder may avail online training from service provider of <u>PSB Alliance Private Limited, Unit 1, 3rd Floor, VIOS Commercial Tower, Near Wadala Truck Terminal, Wadala East, Mumbai – 400037, Mobile No.9892219848</u>. In case of any query & inspection of the property, intending bidder may contact: Office of the Recovery Officer-II, Debts Recovery Tribunal, Ranchi and for property inspection contact Sri Vijeta Kumar, Chief Manager, Punjab National Bank, ARMB, Bokaro, Mobile No.7088177773.	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DEBTS RECOVERY TRIBUNAL, RANCHI

Sl. No.	Date of Order or proceeding	Order with Signature of the Court	Office action Taken with date
		-2-	
36.	14.08.2026 Contd....p/2...	5. For any assistance regarding Registration/Bidding, Prospective bidders are advised to go through the website https://www.baanknet.com PSB Alliance Private Limited and for details terms & conditions of sale before submitting their bids. 6. The property shall not be sold below the Reserve Price. 7. The bidder shall improve offer in multiple of Rs.1,00,000/- each Schedule i.e. A & B, C and D for mentioned in table below in clause 5(a) property. 8. The property shall be sold "As Is Where Is Basis and As is What is Basis" and "Without Recourse" basis. 9. On completion of auction, the service provider shall deposit the EMD amount of Successful Bidder (H1) in the account of Recovery Officer, DRT, Ranchi <u>through RTGS/NEFT/EFT to Current Account No.31598921087, IFS Code: SBIN0007507, State Bank of India, Indrapuri Branch, Ranchi</u>. EMD of unsuccessful bidder(s) shall be returned to them through BAANKNET portal by the CH Bank. 10. On being declared, the successful bidder(H1) shall have to pay 25% of the bid amount after adjustment of EMD already deposited with the BAANKNET portal by way of RTGS/NEFT/EFT in the account of "Recovery Officer, DRT, Ranchi <u>Current Account No.31598921087, State Bank of India, Indrapuri Branch, Ranchi</u>" immediately as per prescribed rules. 11. The purchaser shall deposit the balance 75% of final bid amount on or before 15th day from the date of sale of the property in the said account as per the detail mentioned in Para 11 above. If the 15th day is Sunday or other Holiday, then on the first bank working day after the 15th day by prescribed mode. In addition to the above, the purchaser shall also deposit poundage fee @2% up to Rs. 1,000/- and @1% of the amount in excess of Rs. 1,000/- through Demand Draft in favour of Registrar, DRT, Ranchi. 12. In case of default of payment within the prescribed period, the deposit, after defraying the expenses of the sale, may, if the undersigned thinks fit, be forfeited to the Government and the defaulting purchaser shall forfeit all claims to the property or the amount deposited. The property shall be resold, after the issue of fresh proclamation of sale. Further the purchaser shall also be liable to make good of any shortfall or difference between his final bid amount and the price for which it is subsequently sold. 13. <u>The Recovery Officer has the absolute right to accept or reject any bid or bids or to postpone or cancel the e-auction without assigning any reasons.</u> 14. The Certificate Holder Bank shall publish the Sale Proclamation/e-auction notice in one English daily newspaper and one Hindi (vernacular) daily newspaper having wide circulation in the locality where the property is situated and where the Certificate Debtors ordinarily reside or carry on business. The publication shall be completed well before/one month prior to the scheduled date of auction and proof thereof shall be placed on record. 15. The Certificate Holder Bank shall coordinate with PSB Alliance Private Limited for uploading this order, the Sale Proclamation and all relevant property particulars on the BAANKNET portal and shall extend all necessary assistance for successful conduct of the e-auction. 16. Let Sale Proclamation in Form No. 22 be issued accordingly. The Sale Proclamation shall form an integral part of this order and shall govern the conduct of the e-auction. Since the Tribunal is presently constrained by shortage of staff and the Sale Proclamation is required to be proclaimed at the property site in accordance with law, Sri Vijay Om Shankar Pandey, Advocate, is hereby appointed as Advocate Commissioner under Order XXVI Rule 9 of the Code of Civil Procedure to effect due proclamation of sale and complete all formalities in accordance with law on or before 17.09.2026. The Ld. Advocate Commissioner shall proclaim the Sale Proclamation at the property/site in accordance with law; affix copies of the Sale Proclamation at conspicuous places and take geo-tagged photographs with the property; submit a detailed report of compliance and complete the assignment within the time stipulated above. The Ld. Advocate Commissioner shall be paid a consolidated remuneration of Rs.8,000/-, besides conveyance charges restricted to Second AC Rail Fare wherever travel outside Ranchi is required. The remuneration and admissible conveyance charges shall be borne and paid by the Certificate Holder Bank immediately upon completion of the assignment. The Certificate Holder Bank shall extend full cooperation and provide all necessary logistical assistance to the Advocate Commissioner. The Certificate Holder Bank, the Service Provider and the Ld. Advocate Commissioner shall ensure strict compliance with this order and the Sale Proclamation. Any lapse or non-compliance shall be viewed seriously. Put up on 17.09.2026 for submission of the report of the Ld. Advocate Commissioner, compliance report of the Certificate Holder Bank and for further execution proceedings. Let copies of this order be supplied forthwith to the Certificate Holder Bank and the Ld. Advocate Commissioner for compliance.	



Recovery Officer-I