

Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (54 of 2002) – Typographical error – Mere typographical error due to inadvertence which has not caused any prejudice to the borrowers, that in itself could not be considered to be the ground to annul the process held by the secured creditor – Error in description of the door number of the property

and instead of “12339”, it was indicated as “123393”, but the fact is that there was no error in the description of the property rather the dimensions with measurement and boundaries were properly indicated of the mortgaged property – Fact is that there is no such property No. “123393” available in the locality/vicinity and as full description of the mortgaged property was mentioned/indicated, although there was a typographical error – Respondent borrowers failed to demonstrate any prejudice being caused on account of the inadvertent error being caused in description of the mortgaged property – Failed to demonstrate that because of a typographical inadvertent error in door number, the property could not have fetched the value as it ought to have fetched – No record to substantiate the kind of prejudice, if any, being caused – It is not the case of the respondents that participants in auction sale are misguided because of the error in description of the property put to auction and when there is no ambiguity with regard to the detailed description of the mortgaged property put to auction – Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (54 of 2002), S. 13, 14 – Security Interest (Enforcement) Rules, 2002

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