

*Security Interest (Enforcement) Rules, 2002- R. 9(4) - The period of fifteen days in Rule 9(4) is not that sacrosanct and it is extendable if there is a written agreement between the parties for such extension*

*“14. A reading of subrule (1) of Rule 9 makes it manifest that the provision is mandatory. The plain language of Rule 9(1) suggests this. Similarly, Rule 9(3) which provides that the purchaser shall pay a deposit of 25% of the amount of the sale price on the sale of immovable property also indicates that the said provision is mandatory in nature. As regards balance amount of purchase price, subrule (4) provides that the said amount shall be paid by the purchaser on or before the fifteenth day of confirmation of sale of immovable property or such extended period as may be agreed upon in writing between the parties. The period of fifteen days in Rule 9(4) is not that sacrosanct and it is extendable if there is a written agreement between the parties for such extension. What is the meaning of the expression “written agreement between the parties” in Rule 9(4)? The 2002 Rules do not prescribe any particular form for such agreement except that it must be in writing. The use of the term “written agreement” means a mutual understanding or an arrangement about relative rights and duties by the parties. For the purposes of Rule 9(4), the expression “written agreement” means nothing more than a manifestation of mutual assent in writing. The word “parties” for the purposes of Rule 9(4) we think must mean the secured creditor, borrower and auction purchaser.”*

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