

IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

(I) CWP No. 30869 of 2019
Reserved on: 15.09.2023
Date of decision: 27.09.2023

IDFC FIRST BANK LTD.

-PETITIONER

VERSUS

DISTRICT MAGISTRATE, CHANDIGARH & ORS. -RESPONDENT

(II) CWP No.14851-2023

ARJAN SINGH RAWAT

-PETITIONER

VERSUS

CAPITAL FIRST LTD & ORS.

-RESPONDENTS

CORAM: HON'BLE MR. JUSTICE SURESHWAR THAKUR
HON'BLE MR. JUSTICE KULDEEP TIWARI

Present: Mr. Gaurav Chopra, Sr. Advocate with
Mr. Anurag Chopra, Advocate and
Mr. Nikhil Sabharwal, Advocate
for the petitioner (in CWP-30869-2019) and
for the respondents No.1 and 2 (in CWP-14851-2023).

Ms. Munisha Gandhi, Sr. Advocate with
Mr. Vaibhav Sharma, Advocate
for the petitioner (in CWP-14851-2023) and
for the respondent No.7 (in CWP-30869-2019).

Mr. J.S. Lalli, Additional Standing Counsel, U.T. Chandigarh
for the respondent No.1 (in CWP-30869-2019).

Mr. Aalok Jagga, Advocate with
Mr. Amit Sharma, Advocate
for the respondents No.2 and 3 (in CWP-30869-2019).

SURESHWAR THAKUR, J.

1. The IDFC First Bank Limited has instituted before this Court
CWP-30869-2019, whereby, a challenge is thrown to Annexure P-1.

2. CWP-14851-2023 is instituted at the instance of an alleged tenant

in the premises mortgaged, thus to the IDFC First Bank Limited, inasmuch as, one Arjan Singh Rawat, who becomes aggrieved from Annexure P-7 and from the concurring therewith Annexure P-6, as became respectively drawn on 07.11.2019 and on 17.02.2023, respectively by the learned Debts Recovery Tribunal-II, Chandigarh (hereinafter referred to as the 'D.R.T.') and by the learned Debts Recovery Appellate Tribunal, Delhi (hereinafter referred to as the 'D.R.A.T.'). Through the impugned Annexures (supra), protection against dispossession of the said alleged tenant from the mortgaged premises rather became declined.

3. The order impugned in CWP-30869-2019 was made on 04.06.2019, therefore, its rendition occurred prior to the makings of Annexures P-7 and P-6, as impugned in CWP-14851-2023. Through the above drawn Annexure, the learned District Magistrate concerned, desisted from purveying the asked for assistance to the financial institution concerned, for thereby its ensuring the redemption of the mortgaged monies from the borrowers concerned.

4. Though this Court proceeds to determine the respective validities of the Annexures (supra), as become impugned in the writ petition(s) (supra), which but are required to be thus cumulatively decided, as they relate to common premises. However, at the outset, it is but essential to highlight the conspicuous factum, that the instant case(s), is one, where the provisions of The Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (hereinafter referred to as the 'SARFAESI Act'), which becomes enacted as a measure of bad debt remediation, thus becoming endeavoured, to be frustrated or baulked, on employments of dubious

stratagems, at the instance of the borrowers, who for reasons to be assigned hereinafter, have colluded and connived, thus with an alleged tenant in the mortgaged properties.

CWP-30869-2019

5. The facts, as put forth in CWP-30869-2019 are, that on 11.11.2011, an application form becoming submitted by the borrowers for the purpose of loan becoming disbursed to them, from Future Capital Holdings Limited, which was later merged with IDFC First Bank Limited. The above factum is evident from a perusal of Annexure R-3. On 29.11.2011, the first loan agreement was drawn between the parties, whereby, a sum of Rs.3,82,85,000/- was released as financial assistance to the borrowers concerned. The above lendings, as became made by the financial institution to the borrowers was thus made on mortgage of the properties of the loanees, as collateral security.

6. The notarized Mortgager's Declaration Form became signed by the borrowers, wherein, in paragraph 3, it becomes echoed, that the mortgager is in self occupation and in absolute possession and custody of the mortgaged properties. On 19.12.2011, the second loan agreement was drawn between the parties, whereby, a sum of Rs.2,68,00,000/- became released, as loan to the borrowers. The said disbursement of loan to the borrowers, was subject to mortgage of the properties of the loanees, thus as collateral security, thus for ensuring redemptions therefrom of the monies lent to the borrowers by the financial institution.

7. It was on 31.12.2015, that the loan accounts (supra) were declared as Non-Performing Assets (NPA), in terms of Section 13 of the

SARFAESI Act. It is not disputed that an amendment was brought to the SARFAESI Act, whereby, through Act 44 of 2016, Section 17(4A) became inserted therein. Since subsequent thereto, a notice under Section 13(2) of the SARFAESI Act, became issued on 15.01.2018, whereby, the borrowers were expressly restrained from transferring the mortgaged properties by way of lease/tenancy, but, the said notice resulted in an objection thereto becoming filed by the borrowers, in terms of Section 13(3-A) of the SARFAESI Act.

8. A perusal of the objections (supra) vividly discloses, that the said objections did not carry any narrative about the mortgaged assets of the borrowers becoming encumbered with any tenancy. Moreover, the said objections were, as apparent on a reading of Annexure R-7/4A, considered and were disallowed. Subsequently, on 23.07.2018, a notice under Section 13(4) of the SARFAESI Act became issued upon the borrowers, whereby, symbolic possession of the mortgaged properties of the borrowers thus became assumed by the lending financial institution. The said notice became succeeded by an application under Section 14 of the SARFAESI Act, becoming instituted before the learned District Magistrate, thus for assuming physical possession of the mortgaged properties.

9. The order made on the application (supra) is enclosed in Annexure P-1 appended with CWP-30869-2019. Though, it has been recorded in the order (supra), that in terms of Section 17(4A) of the SARFAESI Act, as became inserted therein through Act 44 of 2016, thus any claims for any tenancy or leasehold rights as asserted, upon, the secured assets rather being adjudicable only by the D.R.T.

10. The learned District Magistrate concerned, though made an

affirmative apt conclusion (supra) in the impugned Annexure P-1, but declined to grant relief to the lending financial institution concerned, inasmuch, as declining to assist the lending financial institution concerned in assuming physical possession of the mortgaged assets of the borrowers.

Submissions of the counsel for the Petitioner (in CWP-30869-2019)

11. The above non-purveying of assistance by the learned District Magistrate concerned, to the lending financial institution concerned, has been argued by the learned counsel for the petitioner, to tantamount to his untenably refusing to exercise jurisdiction, which but became validly bestowed in him. Therefore, it is concomitantly argued before this Court, that the wants of drawings of affirmative action on the application (supra), as became made under Section 14 of the SARFAESI Act, by the lending financial institution concerned, before the learned District Magistrate concerned, is required to be undone, through quashing of Annexure P-1. Moreover, it is also argued, that a consequent direction is required to be issued upon the learned District Magistrate concerned to ensure, that the lending financial institution concerned assumes physical possession over the mortgaged assets of the borrowers.

12. Though this Court has hereinabove concluded, that the conclusion (supra) made in Annexure P-1, that any purported claim of tenancy as raised by any purported tenant, vis-a-vis the mortgaged property, rather is be ventilated before the D.R.T. concerned, though thus requires becoming vindicated by this Court. Though the learned District Magistrate concerned became also enjoined to also make an affirmative response, to the application (supra), as became made under Section 14 of the SARFAESI Act, by the

lending financial institution concerned, but it appears that the learned District Magistrate concerned declined, to make an affirmative order, on the said application, thus on the premise, that a dispute has arisen in respect of the validity or the authenticity of the loan documents, as became executed inter se the borrowers concerned and the lending financial institution concerned. Therefore, the learned District Magistrate concerned, concluded that since, the said dispute rather is adjudicable by the learned Civil Court concerned, thereby but obviously, as stated (supra), a declining order was made on the relevant motion, as became laid before him, thus by the lending financial institution concerned.

13. During the course of hearing being made into the writ petition (supra), a pointed query became posed to the learned counsel appearing for the borrowers concerned, qua whether after execution of the loan documents concerned, thus remissions of the sanctioned loan amounts, thus entered into the respective accounts of the borrowers concerned.

14. The response, as became meted to the said query by the learned counsel appearing for the borrowers, is that, in sequel to the execution of the loan documents concerned, thus the sanctioned loan amounts travelled into the respective accounts of the borrowers concerned. Consequently, thereby the borrowers concerned became completely estopped to contest the validity of execution of the loan documents concerned. Preeminently also, when in the objections filed by the borrowers concerned, after theirs, in terms of Section 13(2) of the SARFAESI Act, rather receiving a notice from the lending financial institution concerned, they omitted to therein raise a protest with respect to the authenticity of the loan documents, as became executed inter se

them and the lending financial institution concerned. Consequently, thereby too, the said raised plea before the learned District Magistrate concerned, on a motion laid before him by the lending financial institution concerned, thus in terms of Section 14 of the SARFAESI Act, but was a misconceived plea, with a dubious proclivity to not only evade the realization of the loan amounts, through physical possession becoming assumed of the mortgaged assets of the borrowers, but also to thereafter stifle the legitimate attempt of the lending financial institution concerned, to redeem the lendings, as made to the borrowers concerned, thus through subsequent thereto auction monies becoming fetched, from the auction sales of the mortgaged assets.

15. The SARFAESI Act has been enacted with a holistic and salutary purpose of ensuring quickest and promptest remediation of bad debts. Therefore, the above salutary and beneficent purpose of bad debt remediation, behind the engraftment of the SARFAESI Act, appears to be throttled by clever stratagems and machinations rather becoming deployed by the borrowers concerned, thus in open malafide connivance with a purported tenant, in the mortgaged assets, inasmuch as, one Arjan Singh Rawat, who has filed CWP-14851-2023, whereby, he has challenged Annexures P-6 and P-7, as enclosed therein, and wherethrough, the espoused protection against his dispossession from the mortgaged assets, rather became declined to him.

16. The effect of the above conclusion, is that, this Court is led to frown upon the drawing of Annexure P-1, whereby, the learned District Magistrate concerned declined to offer the asked for assistance to the lending financial institution concerned, to thus assume physical possession of the mortgaged assets. In consequence, the impugned order, as enclosed in

Annexure P-1 appended with CWP-30869-2019, is quashed and set aside. The same becoming banked upon a pretextual premise (supra), besides, it but obviously becoming ingrained with a gross sidestepping of the able jurisdiction lawfully vested in the learned District Magistrate concerned, to ensure through his purveying assistance, to the lending financial institution concerned, thus the latter assuming physical possession of the mortgaged assets. The above affirmative actions on the said application, thus would subsequently have efficaciously ensured that the borrowings, as made by the lending financial institution concerned, are redeemed, through monies being fetched from auction sales being made of the mortgaged assets of the principal borrowers concerned.

CWP-14851-2023

17. The impugned Annexure P-1, in CWP-30869-2019, was drawn, as stated (supra), prior to the makings of Annexures P-6 and P-7 (CWP-14851-2023). Even the purported claim of tenancy, as raised therein by the petitioner/tenant, rather appears to be with an uncanny stratagem, but merely to frustrate the redemptions of the monies lent by the lending financial institution concerned to the borrowers concerned, thus through employment of the above mode.

18. The reason for drawing the above conclusion, becomes sparked from the factum, that in the said motion, as laid before the D.R.T., and thereafter, before the D.R.A.T., the petitioner had relied upon an oral tenancy, which was purportedly created, in respect of the mortgaged assets by the borrowers concerned. He also proceeded to succor the creation of an oral tenancy in his favour, thus by the borrowers concerned, through his tendering

receipts denoting his attorning to the borrowers concerned.

19. In the said motion, the petitioner thus impleaded the lending financial institution concerned, and also one of the borrowers concerned, but the striking aspect of the said motions, being thus denotative of an inter se collusion between the borrowers and the alleged tenant in the mortgaged assets, becomes grooved in the factum, that the said impleaded one of the borrowers in the motion laid by the alleged tenant in the mortgaged premises, inasmuch as one Gurcharan Singh Gosal, rather tacitly conceding to the said factum of creation of oral tenancy in favour of one Arjan Singh Rawat, thus over the mortgaged assets. Resultantly, it appears that when in the earlier petition cast under Section 14 of the SARFAESI Act, there was no protest raised by the borrowers concerned vis-à-vis the mortgaged assets becoming occupied by a purported tenant. Therefore, the subsequent tacit admissions vis-a-vis the factum of a purported oral tenancy becoming created over the mortgaged assets, as clearly revealed by the reticence therein, of co-respondent No.3 herein, a borrower from the lending institution concerned, is but clearly exemplificatory rather of a deep pervasive dubious collusion becoming entered into inter se said Arjan Singh Rawat and the borrowers concerned, but merely to baulk the lending financial institution concerned, from assuming prompt physical possession over the mortgaged assets. The above deployments are ridden with malice and are required to be deprecated in the strongest terms.

20. Despite well reasoned dismissal orders, as become enclosed in Annexures P-7 and P-6, being made, on the motion of the alleged tenant, in the mortgaged assets, respectively by the D.R.T., and, later in affirmation

thereto by the D.R.A.T., the alleged tenant has yet not desisted from proceeding, to thwart the valid attempts, of the lending financial institution concerned, to assume promptest physical possession of the mortgaged properties, so that thereafter, occur redemption(s) of the lendings made to the borrowers concerned, through auction monies being fetched from auction sales thereof.

Submissions of the counsel for the Petitioner (in CWP-14851-2023)

21. The learned counsel for the petitioner Arjan Singh Rawat has depended upon a verdict made by a Two Judge Bench of the Hon'ble Apex Court, in case titled "*Vishal N. Kalsaria Vs. Bank of India and ors.*", reported in *(2016) 3 SCC 762*. The learned counsel for the petitioner/alleged tenant in the mortgaged premises argues, that since in the judgment (supra), especially in paragraph 116, paragraph whereof becomes extracted hereinafter, it becomes emphasized that the non-obstante clause, as contained in Section 34(1) of the DRT Act and in Section 35 of the SARFAESI Act, giving overriding effect to the provisions of those Acts, but only if there is anything inconsistent contained in any other law or instrument having effect by virtue of any other law. Therefore, a conclusion was made by the Hon'ble Apex Court, in verdict (supra), that if there is no provision in the other enactments, which are inconsistent with the DRT Act, or, SARFAESI Act, thereby the provisions contained in those Acts cannot override other legislations.

".....116. The non obstante clauses contained in Section 34(1) of the DRT Act and Section 35 of the Securitisation Act give overriding effect to the provisions of those Acts only if there is anything inconsistent contained in any other law or instrument having effect by virtue of any other law. In other words, if there is no provision in the other enactments which are inconsistent with the DRT Act or Securitisation

Act, the provisions contained in those Acts cannot override other legislations.”

22. In sequel to the above drawn conclusion, in verdict (supra), the Hon’ble Supreme Court in paragraph 31 of the verdict (supra), paragraph whereof becomes extracted hereinafter, had concluded that in case, the said apposite non-obstante clause thus occurring in the DRT Act, and, in the SARFAESI Act, besides is given an overriding effect over rent control laws, or, any other statutory laws governing the eviction of tenants in the mortgaged assets, thereby the said enactments would be rendered redundant and nugatory, which has been propounded therein, to be antithetical to the federal polity of the Constitution, thus declared to be a basic feature of the Constitution, thus in a verdict made by the Constitutional Bench of the Hon’ble Apex Court, in case titled “**S.R. Bommai and Ors. V. Union of India**”, reported in **(1994) 3 SCC 1**.

*“31. If the interpretation of the provisions of SARFAESI Act as submitted by the learned senior Counsel appearing on behalf of the Banks is accepted, it would not only tantamount to violation of rule of law, but would also render a valid Rent Control statute enacted by the State Legislature in exercise of its legislative power Under Article 246(2) of the Constitution of India useless and nugatory. The Constitution of India envisages a federal feature, which has been held to be a basic feature of the Constitution, as has been held by the seven Judge Bench of this Court in the case of **S.R. Bommai and Ors. v. Union of India** MANU/SC/0444/1994 : (1994) 3 SCC 1, wherein Justice K. Ramaswamy in his concurring opinion elaborated as under:*

247. Federalism envisaged in the Constitution of India is a basic feature in which the Union of India is permanent within the territorial limits set in Article 1 of the Constitution and is indestructible. The state is the creature of the Constitution and the

law made by Articles 2 to 4 with no territorial integrity, but a permanent entity with its boundaries alterable by a law made by Parliament. Neither the relative importance of the legislative entries in schedule VII, Lists I and II of the Constitution, nor the fiscal control by the Union per se are decisive to conclude that the Constitution is unitary. The respective legislative powers are traceable to Articles 245 to 254 of the Constitution. The State qua the Constitution is federal in structure and independent in its exercise of legislative and executive power. However, being the creature of the Constitution the State has no right to secede or claim sovereignty. Qua the Union, State is quasi-federal. Both are coordinating institutions and ought to exercise their respective powers with adjustment, understanding and accommodation to render socio-economic and political justice to the people, to preserve and elongate the constitutional goals including secularism. 248. The preamble of the Constitution is an integral part of the Constitution. Democratic form of Government, federal structure, unity and integrity of the nation, secularism, socialism, social justice and judicial review are basic features of the Constitution.

(Emphasis laid by this Court)”

23. The above principle of law, if becomes concurred with by a higher thereto numerical bench strength of the Hon’ble Apex Court, than the bench strength which rendered the judgment in case (supra), thereupon the above expostulations of law as made in ***Vishal N. Kalsaria’s*** case (supra) thus would hold the fullest force. However, the bench strength of the Hon’ble Judges of the Hon’ble Apex Court, which rendered the verdict in ***Vishal N. Kalsaria’s*** case (supra) was of two Hon’ble Judges, whereas, the bench strength of the Hon’ble Apex Court, which rendered the subsequent thereto judgment, in case titled ***“Bajarang Shyamsunder Aggarwal V. Central Bank of India and ors.”***, reported in ***(2019) 9 SCC 94***, was higher, inasmuch as, the bench strength of the Hon’ble Judges of the Hon’ble Apex Court, which made

the verdict in ***Bajarang Shyamsunder Aggarwal's*** case (supra), thus comprised of three Hon'ble Judges of the Hon'ble Apex Court.

24. Now, it has to be determined whether the view adopted by a higher Judge bench strength of the Hon'ble Apex Court in ***Bajarang Shyamsunder Aggarwal's*** case (supra) did concur with, dissented or departed, from the view adopted by a lesser Judge bench strength of the Hon'ble Apex Court, which rendered the prior thereto judgment in ***Vishal N. Kalsaria's*** case (supra).

25. If this Court discovers, on a reading of verdict, as made in ***Bajarang Shyamsunder Aggarwal's*** case (supra), that therein the Hon'ble Apex Court had revered, dissented or departed from the view adopted by the Hon'ble Apex Court in ***Vishal N. Kalsaria's*** case (supra), thereby this Court would accept the submission made by the learned counsel for the petitioner. However, a reading of paragraphs 24 and 25 of the verdict recorded in ***Bajarang Shyamsunder Aggarwal's*** case (supra), paragraphs whereof become extracted hereinafter, but clearly unveil that in case, through a registered instrument, leases are created vis-à-vis the mortgaged assets, thereby the said creates leases are required to be determined in accordance with Section 111 of the Transfer of Property Act. Moreover, it has also been postulated therein, that in case an oral tenancy is created vis-à-vis the mortgaged assets, thus through apposite delivery of possession being made to the tenant concerned, thereby too, the said purported oral tenancy survives only for one year, whereafter, the said purported tenant, who claims tenancy in the mortgaged assets, merely through assumption of physical possession, and/or, through his attorning rent to the borrowers/landlord concerned, rather

is deemed to be a tenant in sufferance or a trespasser over the mortgaged assets.

“24. While we agree with the principle laid out in Vishal N. Kalsaria Case (supra) that the tenancy rights under the Rent Act need to be respected in appropriate cases, however, we believe that the holding with respect to the restricted application of the non obstante Clause Under Section 35 of SARFAESI Act, to only apply to the laws operating in the same field is too narrow and such a proposition does not follow from the ruling of this Court in Harshad Govardhan Case (supra).

25. In our view, the objective of SARFAESI Act, coupled with the T.P. Act and the Rent Act are required to be reconciled herein in the following manner:

a) If a valid tenancy under law is in existence even prior to the creation of the mortgage, the tenant's possession cannot be disturbed by the secured creditor by taking possession of the property. The lease has to be determined in accordance with Section 111 of the TP Act for determination of leases. As the existence of a prior existing lease inevitably affects the risk undertaken by the bank while providing the loan, it is expected of Banks/Creditors to have conducted a standard due diligence in this regard. Where the bank has proceeded to accept such a property as mortgage, it will be presumed that it has consented to the risk that comes as a consequence of the existing tenancy. In such a situation, the rights of a rightful tenant cannot be compromised under the SARFAESI Act proceedings.

b) If a tenancy under law comes into existence after the creation of a mortgage, but prior to the issuance of notice Under Section 13(2) of the SARFAESI Act, it has to satisfy the conditions of Section 65-A of the T.P. Act.

c) In any case, if any of the tenants claim that he is entitled to possession of a secured asset for a term of more than a year, it has to be supported by the execution of a registered instrument. In the absence of a registered instrument, if the tenant relies on an unregistered instrument or an oral agreement accompanied by delivery of possession, the tenant is not entitled to possession of the

secured asset for more than the period prescribed Under Section 107 of the T.P. Act.”

26. It is but amply clear from a reading of Annexures P-6 and P-7, besides is abundantly clear from the above made discussion, that the alleged tenant in the mortgaged assets, was a fictitious or an invented tenant, thus merely for frustrating and defeating the remediation of a bad or an ill debt, but through, as stated (supra), deployments of machinations and stratagems, whereby, not only physical possession over the mortgaged assets is attempted to be delayed, but is also attempted to be thwarted, on most frivolous and pretextual grounds. Resultantly, causing an onerous burden on the onus taxpayers, besides completely frustrating the quickest remediation of the lendings, as made to the borrowers concerned, by the lending financial institution concerned, through fetching of auction monies, through conducting of auction sales of the mortgaged assets.

27. The reason for making the above conclusion about the alleged tenant being a fictitious or an invented tenant in the mortgaged assets, becomes sparked from the factum, that in the declaration (supra), there was no mentioning about his being a tenant in the mortgaged premises. Moreover, the said inference becomes firmly embedded in the factum, that though he claims himself to be engaged in a mercantile activity, yet his failing to place on record the Income Tax Returns, as became tendered before the Income Tax authorities, nor also his statement of accounts reveal, that he had the financial capacity to attorn to the borrowers concerned. Resultantly, but obviously, he is to be concluded to be introduced in the mortgaged assets, only for precluding the lending financial institution concerned, from ensuring the quickest remediation of an ill or a bad debt, assigned to the borrowers concerned,

inasmuch as, the said being declared to be a Non-Performing Asset, leading to the employment of the statutory remedy cast in Section 14 of the SARFAESI Act, which remedy however is, for most feeble and frail reasons, became declined to be assigned by the learned District Magistrate concerned to the lending financial institution concerned.

28. Since it has also been postulated in paragraph 26 of the verdict (supra), as made in *Bajarang Shyamsunder Aggarwal's* case (supra), that the bonafides of the alleged tenant are also required to be fully established and if the bonafides of the alleged tenant are doubtful, which they are, for all the well made speaking decisions enclosed in Annexures P-6 and P-7 herein, thereby but obviously the alleged tenant, after expiry of one year of his assuming possession of the mortgaged assets, becomes a tenant in sufferance, or, is a trespasser thereon, thereby is not entitled to any protection against his becoming dispossessed from the mortgaged assets.

28. For all the reasons (supra), the writ petition is misconceived, besides, is a gross abuse of the process of court and law. Therefore, the writ petition is dismissed and the impugned Annexures P-6 and P-7 are maintained and affirmed.

FINAL ORDER

29. As stated (supra), writ petition bearing No.CWP-30869-2019 is allowed, and, the impugned order, as enclosed in Annexure P-1, is quashed and set aside. The learned District Magistrate concerned is directed to forthwith purvey all the lawful assistance to the lending financial institution concerned, for the latter assuming physical possession of the mortgaged assets, so that thereafter, it can ensure the quickest redemptions qua it of the

monies disbursed as loans to the borrowers concerned.

30. However, since as stated (supra), there is active collusion inter se the borrowers concerned and the alleged tenant, besides when there is on account of the above subversion of the process of law, besides when thereby the entrenched interests of the lending financial institution concerned, to ensure promptest redemption of the disbursed loan monies, has been thoroughly baulked by ill-stratagems becoming deployed by the borrowers concerned, in collusion with the alleged tenant. Therefore, the writ petition bearing No.CWP-14851-2023 is dismissed with costs of Rs.1,00,000/- to be forthwith deposited in the Punjab and Haryana High Court Employees Association. In addition, for the untenable frustrations caused to the lending financial institution concerned, by the borrowers, to thus ensure quickest remediation of a bad debt, thus costs comprised in a sum of Rs.1,00,000/- each are deemed necessary to become imposed on each of the borrowers concerned. The said costs be forthwith deposited with the Treasurer of the Punjab and Haryana High Court Bar Association. Annexure P-1, as impugned in CWP-30869-2019, is set-aside. The Annexures P-6 and P-7, as impugned in CWP-14851-2023, are maintained and affirmed.

31. Pending application(s), if any, stand disposed of accordingly.

(SURESHWAR THAKUR)
JUDGE

(KULDEEP TIWARI)
JUDGE

27.09.2023
devinder

Whether speaking/reasoned ? Yes/No
Whether reportable ? Yes/No