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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

CNR No. DLHC010390572026

+ **CONT.CAS(C) 1499/2026 & CM APPL. 56367/2026**

SURINDER SINGH TIRATH SINGH CHANDHOK Petitioner

Through: **Mr. Vipin Nandwani, Adv. (Through VC)**

versus

KOTAK MAHINDRA BANK LIMITED AND ORS. Respondents

Through: **Mr. Kaushik Mishra and Mr. Shailesh K. Rajan, Advs.**
Mob: 8800149595

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER
20.08.2026

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1. The present petition has been filed alleging wilful disobedience of the directions as contained in the order dated 28th September, 2018, passed by this Court in *O.M.P. 694/2011*, wherein, directions were issued in the following manner:

“xxx xxx xxx

9. In this view of the matter, there is no major dispute which exists between the parties. The objection petition is disposed of by restricting the award. The Respondent is awarded a sum of Rs.60,50,000/- minus the total amount of instalments which may have already been paid by the Petitioners. On the balance amount, interest @ 8% per annum from the date of payment of last instalment would begin to run. The payment of the final amount of Principal along with interest shall be made within three months. Beyond the period of three months, interest @ 10% per annum would be liable to be paid.



10. In order to facilitate the calculations of the principal amount and the interest as also to ensure that due credit is given to the instalments already paid, the Petitioners are directed to meet the official of Kotak Mahindra Bank in Mumbai and show the proof of the payment of instalments. Upon the principal amount being calculated and the interest amount duly communicated, the period of three months for making payment would commence.

xxx xxx xxx”

2. By referring to the aforesaid, learned counsel appearing for the petitioner submits that the respondent had been directed to provide calculations to the petitioner with regard to the payments having already been given by the petitioner to the respondents.

3. He submits that the said calculations have not been provided to the petitioner till date.

4. In response, learned counsel appearing for the respondent-Kotak Mahindra Bank Limited has handed over to this Court, copy of the judgment of the Supreme Court of India in the case of ***Vidya Drolia and Others Versus Durga Trading Corporation*** and other connected matters, reported as ***(2021) 2 SCC 1***, wherein, it has been held as follows:

“xxxx xxx xxx

58. Consistent with the above, observations in Transcore [Transcore v. Union of India, (2008) 1 SCC 125 : (2008) 1 SCC (Civ) 116] on the power of the DRT conferred by the DRT Act and the principle enunciated in the present judgment, we must overrule the judgment of the Full Bench of the Delhi High Court in HDFC Bank Ltd. v. Satpal Singh Bakshi [HDFC Bank Ltd. v. Satpal Singh Bakshi, 2012 SCC OnLine Del 4815 : (2013) 134 DRJ 566] , which holds that matters covered under the DRT Act are arbitrable. It is necessary to overrule this decision and clarify the legal position as the decision in HDFC Bank Ltd. [HDFC Bank Ltd. v. Satpal Singh Bakshi, 2012 SCC OnLine Del 4815: (2013) 134 DRJ 566] has been referred to in M.D.



*Frozen Foods Exports (P) Ltd. [M.D. Frozen Foods Exports (P) Ltd. v. Hero Fincorp Ltd., (2017) 16 SCC 741 : (2018) 2 SCC (Civ) 805], but not examined in light of the legal principles relating to non-arbitrability. The decision in HDFC Bank Ltd. [HDFC Bank Ltd. v. Satpal Singh Bakshi, 2012 SCC OnLine Del 4815: (2013) 134 DRJ 566] holds that only actions in rem are non-arbitrable, which as elucidated above is the correct legal position. However, non-arbitrability may arise in case of the implicit prohibition in the statute, conferring and creating special rights to be adjudicated by the courts/public fora, which right including enforcement of order/provisions cannot be enforced and applied in case of arbitration. **To hold that the claims of banks and financial institutions covered under the DRT Act are arbitrable would deprive and deny these institutions of the specific rights including the modes of recovery specified in the DRT Act. Therefore, the claims covered by the DRT Act are non-arbitrable as there is a prohibition against waiver of jurisdiction of the DRT by necessary implication. The legislation has overwritten the contractual right to arbitration.***

xxx xxx xxx”

(Emphasis Supplied)

5. By referring to the aforesaid, learned counsel appearing for the respondent submits that with regard to claims of banks and financial institutions, which are covered by the Recovery of Debts and Bankruptcy Act, 1993 (“DRT Act”), the Supreme Court had categorically held that such disputes are non-arbitrable.
6. He, thus, submits that the said order dated 28th September, 2018 compliance of which is being sought by way of the present petition, is *non-est* in view of the law declared by the Supreme Court.
7. He further submits that in view of the aforesaid position of law as clarified by the Supreme Court, the respondent has already initiated proceedings under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (“SARFAESI Act”), in the



year 2023.

8. He has handed over to this Court, the orders passed by the Debt Recovery Tribunals (“DRT”), Mumbai, as well as the Debts Recovery Appellate Tribunal (“DRAT”), Mumbai, to submit that the proceedings are pending in Mumbai, before the DRT, as well as the DRAT.

9. *Per contra*, learned counsel appearing for the petitioner submits that the present case would not be covered by the aforesaid judgment of the Supreme Court, as the respondent-bank is only an assignee of the loan from a non-banking institution.

10. At this stage, this Court takes note of the submissions made by learned counsel appearing for the respondents that they shall supply the calculations.

11. He further submits that the calculations on the basis of which, the SARFAESI proceedings have been initiated, shall be duly provided to the petitioner in the said proceedings.

12. The aforesaid statement is taken note of.

13. Leaving the question of law open, it is directed that the calculations on the basis of which SARFAESI proceedings have been initiated, shall be supplied to learned counsel appearing for the petitioner.

14. Accordingly, noting the aforesaid, the present petition is disposed of.

15. Pending application also stands disposed of.

MINI PUSHKARNA, J

AUGUST 20, 2026/SK