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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 24/2026**
IIFL HOME FINANCE LTD Petitioner

Through: Mr. Gopal Jha, Adv.

versus

KOTAK MAHINDRA BANK LIMITED Respondent
Through: Mr. Achint Kumar, Adv. (through
VC)

CORAM:
HON'BLE MR. JUSTICE AVNEESH JHINGAN

ORDER
09.07.2026

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1. Learned counsel for the petitioner contends that that the matter has been settled in mediation.
2. The mediation report dated 29.04.2026 and the settlement agreement dated 26.05.2026 are taken on record. The terms and conditions of the settlement are made part of this order, as under:

“(i) It has been agreed between the parties to execute the Conciliation Agreement to resolve competing claims or the Subject property arising of two independent loans granted by the Parties to respective borrowers, both of whom defaulted and parties intend to mitigate further legal cost and recover dues by Jointly selling the subject property under the Sarfaesi Act, with net sale proceeds to be shared equally.

(ii) The Second Party shall take lead in conducting the sale of the Subject Property and the Second Party shall communicate the proposed reserve price to the First Party and upon written confirmation by the authorized officer or First party, an E-Auction under the Sarfaesi Act, shall be scheduled in a transparent manner.

(iii) The Second Party shall ensure fair dealing by inviting competitive bids and shall not finalise the sale at a price lower



than the mutually agreed reserve price and the Second Party shall also keep the First Party informed at a very material stage of the sale process.

(iv) It has been agreed between the Parties that upon successful sale, the net sale, proceeds (after reduction of direct sale expenses) shall be distributed as follow:

a) 50% to IIFL Home Finance Limited towards the dues of Mr. Pankaj Sharma

b) 50% to Kotak Mahindra Bank Limited towards the dues of Mr. Narender Kumar

(v) It has been agreed between the Parties that upon realization of entire sale consideration, the Authorized Officer of the Second party shall handover physical possession to the Subject Property to the auction purchaser.

(vi) It has been agreed between the Parties that within 15 days of registration of Sale Certificate in favor of Auction purchaser the Second party i.e Kotal shall transfer IIFL's 50% share after deduction of statutory taxes and direct sale expenses to the following account:

Beneficiary Account: 9902879768885

Customer Name: Mr. Pankaj Surana

Beneficiary Name: IIFL Home Finance Ltd.

Beneficiary Bank: Standard Chartered Bank

IFSC: SCBL0036001

(vii) It has been agreed between the Parties that after post realization and distribution of sale proceed, both the Parties shall handover the original title deeds including complete chain documents, registered sale deeds to the auction purchaser at the time of registration of sale certificate.

(viii) It has been agreed between the Parties that the distribution of sale proceeds, shall constitute full and final settlement of all the disputes between the parties to this conciliation agreement concerning the subject properties and both the Parties will release their respective charge of the



property and update the status accordingly with CERSAI (Central Registry of Securitisation Asset Reconstruction and Security Interest of India)

(ix) Both the Parties shall bear its own legal costs. Post Sale-related expenses shall be borne by the auction purchaser.

(x) It has been agreed between the parties that this agreement between the parties supersedes all prior communication relating to the subject property.

(xi) It has been agreed between the Parties that the Parties have voluntarily agreed to withdraw the respective claims against each other with an implicit understanding the subject property will be auction under the Sarfaesi Act, 2002 and total sale proceeds realized from such sale shall be shared equally (50:50) (after the deduction of direct sale expenses) in full and final settlement of all inter-se claims related to the subject property.

(xii) It has been agreed between the Parties that after post realization and distribution, each party shall be at liberty to pursue proceedings against its respective borrowers and the Cost of the Arbitration proceedings shall be borne by the First Party.

(xiii) Both the Parties confirm that no other case has been filed by them against the other and in an event, it is found that any judicial, quasi-judicial or administrative proceeding has been initiated which is not stated herein, then the said Party on whose behest the proceedings have been initiated shall withdraw the same promptly at the earliest opportunity before the relevant judicial, quasi-judicial or administrative authority.”

3. The petition is disposed of in view of the settlement arrived at between the parties as prayed for by the learned counsel for the petitioner.

AVNEESH JHINGAN, J

JULY 9, 2026

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