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

\+ **W.P.(C) 5367/2017 and CM APPL. 22677/2017 (stay)**

PRAVEEN KUMAR ..... Petitioner

Through: Mr.S.P.Gupta, Advocate along with Petitioner in person.

versus

DELHI STATE CO-OPERATIVE BANK LTD AND ORS ..... Respondents

Through: Mr.S.K.Kaushik with Mr.Bhawnesh Kumar, Advocates for R1.
Mr.Rajeev Kumar with Mr.Kumar Amit, Advocates for R5.

CORAM:
JUSTICE S.MURALIDHAR
JUSTICE TALWANT SINGH

O R D E R

% **16.10.2019**

1. The Petitioner is before this Court seeking the quashing of the Award dated 22nd July, 2013 passed in arbitration case No.2210/AR/Arb/12-13 and the further order dated 9th March, 2017 passed by the Arbitral Tribunal of the Delhi Co-operative Tribunal ('DCT') dismissing the Petitioner's Appeal 126/2014/DCT.

2. The facts in brief are that one Krishan Pal Singh borrowed a sum of Rs. 2,00,000/- from the Respondent No.1 Bank. The present Petitioner and one Umesh Kumar stood as sureties for the loan. The admitted position is that

the principal borrower defaulted in making the payment. As it turns out, he has also expired during the pendency of the present proceedings.

3. The other surety Umesh Kumar has also expired, and today, his petition was dismissed as having been abated.

4. That only leaves the present Petitioner in the fray. As noticed in the order dated 5th July, 2017 passed by the Court in the present petition, in terms of the impugned award, which was passed *ex parte,* the principal borrower as well as the two sureties were jointly and severally liable to pay a sum of Rs.3,43,940/- to the Respondent No.1 Bank together with the interest. The Court is informed that as of date, the present Petitioner has paid to the Respondent No.1 Bank more than Rs. 4 lakhs. The official of the Respondent No.1 Bank, who is present in Court, informs the Court that as of date, the Petitioner owes the Respondent No.1 Bank Rs. 2.46 lakhs, which includes the mandatory deposit of Rs.23,000/- that the Respondent No.1 Bank had to make with the RCS on behalf of the Petitioner, pursuant to the award dated 22nd July, 2013.

5. The Petitioner is currently employed with the Delhi Development Authority and is due to superannuate on 31st December 2019. He submits that given his present financial condition, some leniency should be shown so that he is able to satisfy the impugned Award and also so that it does not come in the way of his retiral benefits being released to him upon superannuation.

6. The Court has considered the submissions of learned counsel for the parties and the peculiar facts of the present case narrated hereinbefore where the Respondent No.1 Bank has recovered more than twice of the principal amount and applying the interest rate at 15% per annum is claiming a further sum of over Rs. 2 lakhs excluding the mandatory charges paid to the RCS.

7. The Petitioner has issued a cheque bearing No.218324 dated 16th October, 2019 for a sum of Rs. 2 lakhs drawn on Central Bank of India in favour of the Respondent No.1, which has been handed over to the Bank official in Court today. He assures the Court that the cheque will be realised upon presentation. With the realization of the cheque the Award will stand satisfied.

8. As soon as the amount is realized, intimation will be sent by the Respondent No.1 Bank to the Petitioner acknowledging receipt of the money. The said letter will constitute the no dues certificate from the Respondent No.1 Bank. A copy of the said intimation also be sent to the employer of the Petitioner i.e. the DDA, at the address that will be provided by the Petitioner today itself.

9. The petition is disposed of in the above terms. Since the order has been passed in the peculiar facts and circumstances, it will not be treated as a precedent.

10. This order will not come in the way of the Petitioner proceeding against the legal heirs of the principal borrower to recover the amount. The pending

application also stands disposed of.

11. A copy of the order be given *dasti* under the signatures of the Court Master.

S. MURALIDHAR, J.

TALWANT SINGH, J.

OCTOBER 16, 2019
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