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

\+ W.P.(C) 3065/2020, CM APPL. 10949/2020 & CM APPL. 10950/2020

BIZ2CREDIT INFO SERVICES PVT LTD .....Petitioner

Through: Mr. Salman Khurshid, Sr. Adv. with Mr. Zafar Khurshid, Ms. Reema Khorana, Advs.

versus

HDFC BANK LTD ..... Respondents

Through: Mr. Narendra Hooda, Sr. Adv. with Mr. Sharique Hussain and Mr. Rishabh Raj Jain, Advs.

CORAM:
HON'BLE MR. JUSTICE NAJMI WAZIRI

ORDER

% **19.05.2020**

1. The hearing was conducted through video conferencing.
2. It is the petitioner's case that the respondent bank has illegally adjusted FDRs deposited with it and debited balance amounts lying in its Current Account, etc. against purported Forward Contract transacted at the instance of the petitioner. The learned Senior Advocate for the petitioner submits that the said alleged contracts are not in terms of the relevant RBI guidelines. However, Mr. Hooda, the learned Senior Advocate for the respondent Bank submits that since the case involves disputed questions of facts, the writ jurisdiction will not be the appropriate forum for adjudicating the same. He submits that this could at best be settled in accordance with law, in particular through an Ombudsman as per the banking regulations.
3. Nevertheless, without prejudice to the Bank's rights and contentions,

Mr. Hooda submits that the Bank would cover itself against all losses that it may accrue on account of the said alleged transactions before return of any balance amount. The petitioner had agreed to sell US$ 1.5 lacs every month at around Rs.72/- per US$. The contract was to come into effect on 28.04.2020. There were allegedly 21 contracts placed by the petitioner with respondent no. 1, of which two have matured. The Bank had an amount of about Rs.1.65 crores lying with it. Against two matured contracts, the loss suffered by the bank is to the extent of Rs.6.55 lacs. The same has been set-off by deducting the corresponding amount from the petitioner's account. Now the bank has an amount of Rs. 1,58,45,000/-, which is proposed to be adjusted against losses which may be suffered by them, if the contract is cancelled/determined tomorrow.

4. Without prejudice to their respective rights and contentions, it is agreed between the parties that the so-called 19 Forward Contracts, maturing from May 2020 till February 2021, shall be deemed to have been cancelled with effect from tomorrow i.e. 20.05.2020 since the trading time is stated to be over for today.

5. According to Mr Hooda, the exact amount by which the Bank would need to secure itself can only be computed tomorrow after cancellation of the 19 Forward Contracts. As per today's approximate computation, the Banks loss is in the range of Rs. 64 lacs. He further states, that after deduction of the losses suffered by the bank, the remaining amount shall be credited to the account of the petitioner tomorrow itself, after currency trading hours.

6. Depending upon the transaction in the currency market tomorrow.

More or less an amount of Rs. 97 lacs would be credited into the account of the petitioner. The petitioner shall be supplied a computation of the amount being deducted by the bank to cover its losses/liabilities and credit petitioner's account with the remainder amount by tomorrow.

7. Apropos the deductions made by the bank and claim made by the petitioner, the parties agree to exchange their respective computations, for settlement before the appropriate statutory mechanism or as may be mutually agreed between the parties. Should the parties choose to approach the Ombudsman, they agree to request the learned Ombudsman to dispose-off the *lis* preferably within a period of two months.
8. The petition is disposed-off in terms of the above.
9. The order be uploaded on the website forthwith. Copy of the order be also forwarded to the counsel through email.

NAJMI WAZIRI, J

MAY 19, 2020/kk/AB