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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 10.03.2022

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THE HONOURABLE MR. JUSTICE M.GOVINDARAJ

W.P. Nos.14398 of 2011, 4600, 4601 and 4602 of 2012
and
M.P.Nos.1 & 1 and 2 & 2 of 2012

W.P.No.14398 of 2011

Dear Lands (India) Pvt. Ltd.,
Represented by its Director Mr.J.Williams,
No.49, Kamaraj Street, Poodur,
Vaniambadi, Vellore District - 635 751. ...Petitioners

Vs.

1. The National Horticulture Board,
   Rep. by its Managing Director,
   Ministry of Agriculture,
   Govt. of India,
   II Floor, Module No.37,
   SIDCO Ready Garment Complex,
   Guindy, Chennai - 32.

2. M/s.Allahabad Bank,
   Rep. by the Chief Manager,
   George Town Branch,
   Chennai.

3. The Branch Manager,
   Indian Bank,
   Madras George Town Branch,
   Post Box No.1284,
   No.155, Thambu Chetty Street,
   Chennai - 600 001 ...Respondents

(R3 impleaded vide order dated 23.02.2022 made in W.M.P.No.28707 of 2021 in W.P.No.14398 of 2011 by MGRJ)

PRAYER IN W.P.NO.14398 OF 2011: The Writ Petition has been filed under Article 226 of the Constitution of India praying to issue a Writ of Certiorarified Mandamus, to call for the records relating to the proceedings of the first respondent i.e. National Horticulture Board, Gurgaoen, in NHB/DD(PKS) TN - Subsidy/2010-2011 dated 21.01.2011 and the consequential proceedings of the then second respondent (i.e.) Allahabad Bank in GTN/Adv/NHB Subsidy dated 09.02.2011 with respect to the petitioners account number 50050165245, which is now transferred to the Indian Bank, Madras Georgetown Branch, Chennai - 600 001, the third respondent herein and quash the same and direct the respondents 1 to 3 to close the term loan account No.50050165245 and discharge the mortgage executed by the petitioner in favour of the then second respondent which is now transferred to the third respondent herein after receiving the balance amount, if any, payable towards the term loan amount without the subsidy amount from the petitioner as the full and final settlement of the term loan received from the second respondent which is now transferred to the third respondent herein and to direct the third respondent to release all the documents to the petitioner.

(Prayer amended vide order dated 23.02.2022 made in WMP.No.28711 of 2021 in W.P.No.14398 of 2011)

W.P.No.4600 of 2012

Canaan Gardens Pvt. Ltd.,
Represented by its Director Mr.J.Williams,
No.49, Kamaraj Street, Poodur,
Vaniambadi,
Vellore District - 635 751. ...Petitioner

Vs.

1. The Managing Director,
National Horticulture Board,
Ministry of Agriculture,
Govt. of India,
Plot No.85, Sector 18,
Institutional Area,
Gurgaon - 122 015. Haryana.

2. The Additional Director,
National Horticulture Board,
Ministry of Agriculture,
Government of India,
II Floor, Module No.37,
SIDCO Ready Garment Complex,
Guindy, Chennai - 32.

3. The Branch Manager,
M/s.Allahabad Bank,
George Town Branch,
Oriental Building, Ground Floor,
47, Armenian Street,
Chennai - 600 001.

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4. The Branch Manager,
Indian Bank, Madras George Town Branch,
Post Box No.1284, No.155,
Thambu Chetty Street,
Chennai - 600 001 ...Respondents

(Respondent No.4 impleaded vide order dated 23.02.2022 made in W.M.P.No.28719/2021 in W.P.No.4600/2012 by MGRJ)

PRAYER IN W.P.NO.4600 OF 2012: The Writ Petition has been filed under Article 226 of the Constitution of India praying to issue a Writ of Certiorarified Mandamus, to call for the records relating to the proceedings of the first respondent i.e. National Horticulture Board, Gurgaoen, in NHB/DD(PKS) TN - Subsidy/2010-2011 dated 21.01.2011 and the consequential proceedings of the then third respondent (i.e.) Allahabad Bank in GTN/Adv/NHB Subsidy dated 09.02.2011 with respect to the petitioners account number 50050157303, which is now transferred to the Indian Bank, Madras Georgetown Branch, Chennai - 600 001, the fourth respondent herein and quash the same and direct the respondents 1 to 4 to close the term loan account No. 50050157303 and discharge the mortgage executed by the petitioner in favour of the then third respondent which is now transferred to the fourth respondent herein after receiving the balance amount, if any, payable towards the term loan amount without the subsidy amount from the petitioner as the full and final settlement of the term loan received from the third respondent which is now transferred to the fourth respondent herein and to direct the fourth respondent to release all the documents to the petitioner.

(Prayer amended vide order dated 23.02.2022 made in WMP.No.28726 of 2021 in W.P.No.4600 of 2012)

W.P.No.4601 of 2012

Amirtham Gardens Pvt. Ltd.,
Represented by its Director Mr.J.Williams,
No.49, Kamaraj Street, Poodur,
Vaniambadi,
Vellore District - 635 751. ...Petitioner

Vs.

1. The Managing Director,
National Horticulture Board,
Ministry of Agriculture,
Govt. of India,
Plot No.85, Sector 18,
Institutional Area,
Gurgaon - 122 015.
Haryana.

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2. The Additional Director,
National Horticulture Board,
Ministry of Agriculture,
Government of India,
II Floor, Module No.37,
SIDCO Ready Garment Complex,
Guindy, Chennai - 32.

3. The Branch Manager,
M/s.Allahabad Bank,
George Town Branch,
Oriental Building,
Ground Floor,
47, Armenian Street,
Chennai - 600 001.

4. The Branch Manager,
Indian Bank,
Madras George Town Branch,
Post Box No.1284, No.155,
Thambu Chetty Street,
Chennai - 600 001 ...Respondents

(Respondent No.4 impleaded vide order dated 23.02.2022 made in W.M.P.No.28730/2021 in W.P.No.4601/2012)

PRAYER IN W.P.NO.4601 OF 2012: The Writ Petition has been filed under Article 226 of the Constitution of India praying to issue a Writ of Certiorarified Mandamus, to call for the records relating to the proceedings of the first respondent i.e. National Horticulture Board, Gurgaoen, in NHB/DD(PKS) TN - Subsidy/2010-2011 dated 21.01.2011 and the consequential proceedings of the then third respondent (i.e.) Allahabad Bank in GTN/Adv/NHB Subsidy dated 09.02.2011 with respect to the petitioners account number 50050150793, which is now transferred to the Indian Bank, Madras Georgetown Branch, Chennai - 600 001, the fourth respondent herein and quash the same and direct the respondents 1 to 4 to close the term loan account No.50050150793 and discharge the mortgage executed by the petitioner in favour of the then third respondent which is now transferred to the fourth respondent herein after receiving the balance amount, if any, payable towards the term loan amount without the subsidy amount from the petitioner as the full and final settlement of the term loan received from the third respondent which is now transferred to the fourth respondent herein and to direct the fourth respondent to release all the documents to the petitioner.

(Prayer amended vide order dated 23.02.2022 made in WMP.No.28735 of 2021 in W.P.No.4601 of 2012)

W.P.No.4602 of 2012

Amutham Gardens Pvt. Ltd.,
Represented by its Director Mr.J.Williams,
No.49, Kamaraj Street, Poodur,
Vaniambadi,
Vellore District - 635 751. ...Petitioner

Vs.

1. The Managing Director,
National Horticulture Board,
Ministry of Agriculture,
Govt. of India,
Plot No.85, Sector 18,
Institutional Area,
Gurgaon - 122 015. Haryana.

2. The Additional Director,
National Horticulture Board,
Ministry of Agriculture,
Government of India,
II Floor, Module No.37,
SIDCO Ready Garment Complex,
Guindy, Chennai - 32.

3. The Branch Manager,
M/s.Allahabad Bank,
George Town Branch,
Oriental Building, Ground Floor,
47, Armenian Street,
Chennai - 600 001.

4. The Branch Manager,
Indian Bank, Madras George Town Branch,
Post Box No.1284, No.155,
Thambu Chetty Street,
Chennai - 600 001 ...Respondents

(Respondent No.4 impleaded vide order dated 23.02.2022 made in W.M.P.No.28738/2021 in W.P.No.4602/2012)

PRAYER IN W.P.NO.4602 OF 2012: The Writ Petition has been filed under Article 226 of the Constitution of India praying to issue a Writ of Certiorarified Mandamus, to call for the records relating to the proceedings of the first respondent i.e. National Horticulture Board, Gurgaoen, in NHB/DD(PKS) TN - Subsidy/2010-2011 dated 21.01.2011 and the consequential proceedings of the then third respondent (i.e.) Allahabad Bank in GTN/Adv/NHB Subsidy dated 09.02.2011 with respect to the petitioners account number 50050160531, which is now transferred

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to the Indian Bank, Madras Georgetown Branch, Chennai - 600 001, the fourth respondent herein and quash the same and direct the respondents 1 to 4 to close the term loan account No. 50050160531 and discharge the mortgage executed by the petitioner in favour of the then third respondent which is now transferred to the fourth respondent herein after receiving the balance amount, if any, payable towards the term loan amount without the subsidy amount from the petitioner as the full and final settlement of the term loan received from the third respondent which is now transferred to the fourth respondent herein and to direct the fourth respondent to release all the documents to the petitioner.

(Prayer amended vide order dated 23.02.2022 made in WMP.No.28740 of 2021 in W.P.No.4602 of 2012)

For Petitioner in all W.Ps.	:	M/s.N.R.Elango Senior Counsel for M/s.M.Krishnamoorthy
For Respondent No.1 in W.P.14398/11 R1 & R2 in W.P.Nos.4600 to 4602/12	:	M/s.R.Rathi Devi
For Respondent Nos.2 & 3 in all W.P.14398/11 R3 & R4 in W.P.4600 to 4602/12	:	M/s.P.Raghunathan for M/s.T.S.Gopalan & Co.

C O M M O N O R D E R

The first respondent, National Horticulture Board (NHB), Gurgaon, was set up by the Government of India in 1984 as an autonomous society under the Societies Registration Act 1860 with a mandate to promote integrated development of horticulture, to help in coordinating, stimulating and sustaining the production and processing of fruits and vegetables and to establish a sound infrastructure in the field of production. To commence this project, the first respondent introduced Schemes viz.,(1) development of commercial horticulture and (2) Post-Harvest Management. As per the Scheme, the entrepreneur shall submit an application to NHB on a prescribed format about his intent to set up a unit/project. The NHB will then examine the application and will issue a Letter of Intent. On the basis of such Letter of Intent, the promoter shall approach the Bank and get his term loan sanctioned by the

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Bank and the project should be implemented within a period of two years from the date of sanction of loan. As per the scheme, the payment of back-ended subsidy will be made after project has been successfully completed according to the terms and conditions of the loan/or as per the approved feasibility-cum-project report, as the case may be.

2.The scheme further stipulates that after completion of the project for which, Letter of Intent was issued by the Board along with a copy of sanction letter, appraisal note, statement of release of term loan and proof of land records, the release of subsidy will be made. The subsidy will be released in part or in advance to Projects costing upto Rs.10.00 lakhs upon receipt of request from the bank along with sanction letter. For release of full and final subsidy, Clause 7 (B) of the Scheme provides as under:-

> B. Release of full and final subsidy
>
> Upon completion of the projects, the concerned Bank/FI/ NCDC would inform NHB that the project has been completed within the over all guidelines of NHB and shall make a request to NHB for joint inspection of project which will be conducted in the presence of promoter.

3.In this Scheme, there is a Clause which is binding the Bank with regard to adjustment of subsidy released by NHB to the account of borrower. The adjustment in Borrower's Account reads as under:-

> The subsidy released by NHB to Bank/FI/ NCDC on behalf of the individual units which are sanctioned assistance, will be kept in the separate account. The adjustments of subsidy will be on the pattern of back-ended subsidy. Accordingly, the full project cost including the subsidy amount but excluding the margin money contribution from the beneficiary would be disbursed as loan by the banks. The repayment schedule will be drawn on the loan amount in such a way that the subsidy amount is adjusted after the bank loan portion (excluding subsidy) is liquidated. The subsidy amount in the borrower's Term Loan account should be adjusted only as a part of the recovery of last installment which should not be prior to 36 months period from the date of release of Term Loan.

4.It is also relevant to state that no interest is chargeable on subsidy portion. Clause with respect to the same reads as under:-

> No interest chargeable on subsidy portion: The subsidy admissible to the borrower under the scheme

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will be kept in the subsidy Reserve Fund A/c-borrower-wise in the books of the financing banks. No interest should be applied on this by the bank. In view of this, for the purpose of charging interest on the loan, the subsidy amount should be excluded. The balance lying to the credit of the subsidy Reserve Fund A/c will not form part of Demand and Time Liabilities for the purpose of SLR/CRR. Suitable instructions issued in this regard by the RBI from time to time would be followed.

5.In respect of the subsidy granted from other central government agencies, the promoter will not be entitled to the subsidy granted by the NHB. In cases of land leased by the promoter, the lease should be minimum for 10 years. In case of plantation crops/fruits, orchards having larger gestation period, the lease period should be for 15 years. In such case, the promoter will be entitled to 20% of the subsidy to the maximum limit of Rs.25.00 lakhs of the project.

6.In accordance with the scheme, the petitioner had initiated a project for cultivation of Mango and other fruits in a land measuring 55 acres at Kaverirajapuram Village, Tiruthani Taluk. The first respondent/NHB issued a Letter of Intent on 23.03.2006. He applied for term loan to Allahabad Bank, third respondent and sanction letter dated 14.09.2006 was issued for term loan of Rs.30,00,000/-. The petitioner applied for release of subsidy on completion of project and the first respondent released the subsidy of Rs.7,22,595/- and the third respondent has also utilized this certificate. However, on 27.01.2011, the third respondent indicated to the petitioner that the first respondent/NHB, by its letter dated 21.01.2011, sought for immediate refund of subsidy amount granted for the project and called upon the petitioner to repay the entire project funds released to the bank with contracted rate of interest as per the schedule of repayment. It is stated by the first respondent that major part of term loan was repaid after a very short period of plantation and much before the fruit bearing stage to which the loan was given with the intention to avail the subsidy. Challenging the same, the petitioner has filed the present Writ Petitions.

7.According to the learned Senior Counsel appearing for the petitioners, the lock-in-period of 3 years mentioned in the impugned letters issued by the first respondent has not been specified in the entire scheme. There is no arrangement for lock-in-period in respect of completion of project and repayment of loans and for release of subsidy. According to him, the entire action taken by the respondents is actuated by mala fide

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intention and it is done for extraneous reasons.

8.Insofar as the petitioner is concerned, it is not a bogus company. It is a legal entity incorporated under the relevant Statute. Because of the allegation of the extraneous consideration, returns filed for the assessment year 2004-2005, 2007-2008, 2008-2009 and 2009-2010 were reopened and after thorough examination, the Income Tax Department has passed orders giving categorical finding that the Company has acquired lands somewhere in 1980 and 1993 and that they have derived agricultural income to the tune of Rs.9,92,500/- for the assessment year 2007-2008, Rs.9,46,418/- for the assessment year 2008-2009 and Rs.13,52,100/- for the year 2009-2010. It was found that the agricultural income from the said lands has to be considered and assessed in the hands of the respective owners. Further, there are no evidences, whatsoever, in the possession of the Assessing Officer to prove that the sources of the said amounts have flown from Shri.P.D.Dinakaran. Therefore, it cannot be held that Shri.P.D.Dinakaran has routed his unaccounted income to the books of the assessee company in the garb of agricultural income. Shri.P.D.Dinakaran. was appointed to the position of Judge of High Court Madras in on 19.12.1996. Prior to that, he was not holding any Government Office, whereas the lands were purchased by the owners, way back in late 1980s and 1990s before his appointment. Therefore, the petitioner Company is a legal entity in the eyes of law and had possessed independent income.

9.The learned Senior counsel would further submit that as per the sanction of term loan, the petitioner completed the project of planting Mango Trees in the entire extent of land for which, the term loan was secured which is evident from the report jointly issued by the Assistant Director of the first respondent Board and the Chief Manager, third respondent and the Assistant Director (Horticulture), State Government, dated 24.03.2007 after inspection. For release of subsidy as per the Scheme, the total projects costs, Promoter's share, quantum of term loan and subsidy granted, were all specifically reduced down in the prescribed form and the invested expenditure made towards production aspects were cataloged under different heads. Thereafter only, it was certified that the petitioner was entitled to the expenditure eligible for NHB subsidy to the tune of Rs.38,90,867/- and the eligible subsidy for the project to the tune of Rs.7,78,173/- and as per the certification, the third respondent Bank had released the subsidy. Therefore, on completion of the project, the petitioner is entitled to get the subsidy as per the terms and conditions of the Scheme. Hence, the letter of the first respondent dated 21.01.2011 for repayment of subsidy amount is illegal.

10.Resisting the contention of the petitioner, the learned

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counsel appearing for the Bank would contend that as per the adjustment of the subsidy to the borrower's account, the subsidy can be released only on completion of 36 months and it should not be before 36 months from the date of release of term loan, whereas the petitioner has repaid the term loan within a short time of 7, 8 months to get the subsidy released before 36 months which is contrary to the terms of the Scheme. A person approaching the Court for equity, shall come with clean hands, whereas the petitioner has approached this Court with unclean hands and he availed the loan for the purpose of getting subsidy. Though the schedule of repayment contracted with the Bank for 10 years, the release of subsidy after last installment made towards the term loan sanctioned to him, is in contravention of the terms and conditions of the Scheme. The petitioner mislead the Bank to get the subsidy released in his favour even before completion of the project, i.e. to say before rearing fruits bearing trees before completion of 36 months in violation of schedule of repayment, which lasts for 10 years. Therefore, the third respondent considered to re-credit the subsidy amount in the borrower's account and therefore, he is liable to pay interest on the unpaid amount and without payment of the same, he is not entitled to get discharge of the mortgage. In support of his contention, the learned counsel would rely on the judgment of the Hon'ble Supreme Court in the case of A.P.State Financial Corporation Vs. M/s.Gar Re-Rolling Mills and Another [(1994) 2 SCC 647]. The relevant portion of the judgment is extracted as follows:-

> "18.There is no equity in favour of a defaulting party which may justify interference by the courts in exercise of its equitable extraordinary jurisdiction under Article 226 of the Constitution of India to assist it in not repaying its debts. The aim of equity is to promote honesty and not to frustrate the legitimate rights of the Corporation which after advancing the loan takes steps to recover its dues from the defaulting party. Thus, the intention of the Legislature in using the expression "without prejudice to the provisions of Section 29 of the Act" clearly appears to be that recourse to the provisions of Section 29 of the Act is not prohibited, where an order or decree under Section 31 of the Act obtained by the Corporation has not been complied with or honoured by the defaulting concern or is otherwise insufficient to satisfy the dues of the Corporation and the Corporation withdraws and abandons to pursue further proceedings under Section 31 of the Act. Passing a money decree for recovery of the outstanding dues, not being within the jurisdiction of the court under Section 31 of the Act, the Corporation retains its right to recover its dues by invoking the

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provisions of Section 29 of the Act in the manner prescribed therein notwithstanding any order, final or interim, obtained by it under Section 31 of the Act by withdrawing from and abandoning those provisions at any stage of the proceedings. A court of equity, when exercising its equitable jurisdiction under Article 226 of the Constitution must so act as to prevent perpetration of a legal fraud and the courts are obliged to do justice by promotion of good faith, as far as it lies within their power. Equity is always known to defend the law from crafty evasions and new subtleties invented to evade law. Since, the Legislature enacted Sections 29 and 31 with a view to aid the Corporation to recover its legitimate dues etc. from the defaulting party, the saving clause in Section 31 of the Act, preserving the rights under Section 29 of the Act by giving up the pursuit under Section 31 at any stage of the proceedings is available to the Corporation. The two provisions must be so harmonised as to facilitate the Corporation to recover its dues from the defaulting party. The Act was enacted by Parliament with a view to promote industrialisation and offer assistance by giving financial assistance in the shape of loans and advances etc. repayable in easy instalments. The Corporation has to recover the loans and advances, so as to be able to give financial assistance to other industries and unless it recovers its dues, the money will not remain in circulation for long. It is with this end in view that Parliament gave the Corporation the right to proceed under Section 31 of the Act, preserving at the same time its rights and remedy under Section 29 of the Act, so that the Corporations are not choked by the defaulting debtors by adopting frustrating or dilatory tactics in the proceedings in the court initiated under Section 31 of the Act.

11.Heard the learned Senior counsel for the petitioner and the learned counsel for the respondents. From the perusal of the Scheme, it is noted that as per the Scheme of Development of commercial horticulture through production and Post-Harvest Management, a subsidy upto Rs.10.00 lakhs can be released in advance and in part also. As per Annexure (A-i) of the Scheme, on submission of proposal of Letter of Intent, the Promoter will be entitled to the payment of back ended subsidy on completion of project. This Clause does not define what is the completion of project.

12.According to the petitioners, they borrowed loan for the purpose of planting mango saplings and to develop a mango grove in his land. On the date of inspection i.e. on 24.03.2007, the Assistant Director of the first respondent, the Chief Manager of the third respondent and the Assistant Director (Horticulture) of the State Government got satisfied with the execution and completion of the project for which loan was applied and have declared that the petitioner is eligible for the subsidy for the said project to the tune of Rs.7,78,173/-. Even before that the petitioner has repaid the entire loan amount granted in his favour by the third respondent in Term Loan A/c.Nos.LN 41263, LN 41425, LN 41476 and LN 41328, respectively.

13.So this Certificate, after field inspection issued by the respondents, clearly indicates the project was completed. The petitioner has availed the loan and invested the same for the project promoted by him. It is not disputed that the petitioner has not developed the lands and that not planted the trees. But he made all arrangements with an intent to develop the mango grove, which was physically verified. The actual expenditure incurred was also certified by the authorities concerned after verifying the documentary evidence. Further, the eligible subsidy was also quantified and accordingly, the third respondent has released the same.

14.Insofar as the Clause with respect to the adjustment of borrower's account is concerned, it is between the Bank and the first respondent. It has nothing to do with the Horticulturalist. As long as he applies the borrowed amount for the purpose for which it was lent, he would be discharged of the obligation cast upon him. It only remains that repays the loan amount and on completion of repayment, the subsidy amount shall be adjusted. As long as satisfaction recorded in the instant case as to the completion of project, on the basis of the field inspection by the authorities of NHB and the Bank remains intact and repayment of entire loan gets discharged, the lock-in-period of 3 years mentioned in the impugned order will not come into play. In normal circumstances, a borrower would require more time to get the output of his hard labour. for repaying the loan amount and hence, he is granted Moratorium period as well as extended repayment schedule. Whereas as per the Appraisal Report, it is noted that the petitioner possessed a developed mango grove yielding fruits and that he wanted to develop the remaining lands further. Had he wanted, he could have secured the subsidy by showing the fruit bearing trees in the developed land. But there is no such allegation. The allegation was that undue pressure was exerted by a third party in favour of the petitioner. But it is obvious that he had sound financial background for repayment of loan as borne out by the records and order of Income Tax Department. As long as the loan is repaid, the Bank cannot have any grievance. Insofar as the subsidy is concerned, as discussed above, on completion of the project, the petitioner is entitled

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to the release of the same. In fact, the completion of project was certified by the officials of the respondent after field inspection. Therefore, there cannot be any question of pre-mature release of subsidy. The lock-in-period of 36 months for release of subsidy has no reasonable nexus to the Scheme, but, it was made to encourage the borrower to achieve the avowed object of development of horticulture. Once the avowed object was achieved, withholding the subsidy or recrediting the value of subsidy is not correct, but works against the policy of Government to develop horticulture. In fact, this Court finds that the entire action was actuated with mala fide intention to connect a constitutional authority to this case. Even the duly constituted enquiry committee by Parliament had closed the unsubstantiated charges against the Constitutional authority, finding no materials. To heal the wound, one should not scratch it again. Delving deep with the matter would unnecessarily rekindle the bitter incidents and will tarnish the image of a respected constitutional functionary. Hence, this Court is not inclined to go analyse the closed episodes.

15.Even assuming, there was pre-mature release, the mortgage was not discharged by the Bank and the securities furnished to the Bank are still in force. Even today, the amount for subsidy is still lying intact in the bank account. After period of 15 years, nobody can say that the petitioner is not entitled to close the loan after availing the eligible subsidy that too after the lapse of 36 months as indicated in the Scheme. Furthermore, it is not the case of the first respondent, at this distance of time, that the farm land was not developed nor there are fruit yielding trees. As long as the purpose of scheme is achieved and that the land is developed into one of mango grove, the promoter is entitled to get subsidy sanctioned for this purpose.

16.This Court, (Hon'ble Mr. Justice S.M.SUBRAMANIAM) in respect of a similarly placed borrower, under similar circumstances, considered the issue in W.P.Nos.4603 & 4604 of 2012 dated 09.12.2021, after recording the statements made between the parties, directed to release of documents.

17.In the instant case, the lock-in-period of 36 months got over as early as 2010 and 2015 and that in the year 2022, there cannot be any impediment for clearing the subsidy and for releasing the document. Therefore, the impugned orders passed by the National Horticulture Board, Gurgaoen, in NHB/DD(PKS) TN - Subsidy/2010-2011 dated 21.01.2011 and the consequential proceedings of the then second respondent (i.e.) Allahabad Bank in GTN/Adv/NHB Subsidy dated 09.02.2011 stand set aside. Respondent Nos. 1, 3 and 4 are directed to close the Term Loan A/c.Nos.LN 41263, LN 41328, LN 41425 and LN 41476, respectively and discharge the mortgage executed by the petitioner. Respondent

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No.3 is further directed to set off the subsidy amount and on payment of last installment, to release the documents within a period of eight (8) weeks from the date of payment of last installment.

With the above directions, these Writ Petitions are disposed of. There shall be no order as to costs. Consequently, connected Miscellaneous Petitions are closed.

Sd/-
Assistant Registrar(CCC)

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Sub Assistant Registrar

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To

1. The Managing Director,
   National Horticulture Board,
   Ministry of Agriculture,
   Govt. of India,
   Plot No.85, Sector 18,
   Institutional Area,
   Gurgaon - 122 015.
   Haryana.

2. The Additional Director,
   National Horticulture Board,
   Ministry of Agriculture,
   Government of India,
   II Floor, Module No.37,
   SIDCO Ready Garment Complex,
   Guindy, Chennai - 32.

3. The Branch Manager,
   M/s.Allahabad Bank,
   George Town Branch,
   Oriental Building, Ground Floor,
   47, Armenian Street,
   Chennai - 600 001.

4. The Branch Manager,
   Indian Bank,
   Madras George Town Branch,
   Post Box No.1284, No.155,
   Thambu Chetty Street,
   Chennai - 600 001.

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5. The Managing Director,
   National Horticulture Board,
   Ministry of Agriculture,
   Govt. of India,
   II Floor, Module No.37,
   SIDCO Ready Garment Complex,
   Guindy, Chennai - 32.

6. The Chief Manager,
   M/s.Allahabad Bank,
   George Town Branch,
   Chennai.

+2cc to Mr.M.Krishnamoorthy, Advocate, S.R.No.16422

+1cc to Mr.T.S.Gopalan & Co, Advocate, S.R.No.16176

W.P. Nos.14398 of 2011, 4600, 4601 and 4602 of 2012
and M.P.Nos.1 & 1 and 2 & 2 of 2012

NRL(CO)
RGA(08/04/2022)(11/04/2022)

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