

Pursuant thereto, petitioner repaid outstanding dues on 30.09.2021. Amount of ₹1,60,00,000/- inclusive of all taxes as may be applicable, was credited in the account of the petitioner on 27.10.2021. Account pertaining to loan facility availed by the petitioner stood adjusted/closed. No Due Certificate dated 04.10.2021 was issued to the petitioner. Learned counsel refer to the photocopy of letter dated 29.09.2021 reflecting the offer made by respondent No.3 and acceptance thereof by the petitioner, which included matter regarding the part refund of the alleged processing fee.

4. Learned counsel for respondent-Bank refers to the following part of letter dated 29.09.2021 (Annexure R3/1):-

“At the onset, we deny each and every allegation made against the Bank in the aforesaid Letter including the statement that the Borrower had paid processing fee to the Bank. We refer to the terms and conditions of the Credit Facility stipulated in the Facility Letter wherein there was Nil processing/ upfront fee stipulation. Further, we hereby inform you that, basis multiple discussions between the Bank and Borrower, the Bank is agreeable to pay, as a relationship gesture, an aggregate amount of upto INR 16 MM (*inclusive all the taxes as may be applicable*) into the current account of Borrower only if the Outstanding Dues are paid off by the Borrower in full on or before September 30, 2021.

Accordingly, we request you to please arrange to repay the Outstanding Dues on or before September 30, 2021. In the meanwhile, please provide you unconditional acceptance on the aforesaid at the earliest.”

5. Learned counsel for respondent-Bank again refers to endorsement dated 27.10.2021 made by the petitioner on this communication dated 29.09.2021, which reads as under:-

“We, Veer Hotels and Resorts LLP confirm acceptance of the above.”

6. Learned counsel for the petitioner, however, submits that this was a step, which had to be taken by the petitioner having no other choice but the petitioner is entitled to prove that there was a deposit of processing fee by the petitioner with the Bank.

7. Be that as it may, keeping in view the facts and circumstances of the case, we do not find any ground for continuance of the present petitioner on this count.

8. CM-18884-CWP-2021 is allowed. Petition is, accordingly, disposed of as infructuous with liberty to the petitioner to avail remedy/remedies, if any, in respect to the prayer as addressed in regard to refund of the 'processing fee'.

**(LISA GILL)
JUDGE**

August 08, 2023
rts

**(RITU TAGORE)
JUDGE**

Whether speaking/reasoned: Yes/No
Whether reportable: Yes/No