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

\+ W.P.(C) 4528/2024 & CM APPL. 18581/2024, CM APPL. 18582/2024, CM APPL. 18583/2024

LALIT POLYPLAST PRIVATE LIMITED & ANR. ..... Petitioners

Through: Mr. Pragyan Pradip Sharma with Mr. Pulkit Prakash, Mr. Saimon Farooqui, Mr. Arjun Mohan, Mr. Shubhashish Sharma, Mr. C. Krishna and Mr. Hardik Jain, Advocates.
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versus

BANK OF BARODA & ORS. ..... Respondents

Through: Mr. Sougat Sinha with Mr. Navneet Kumar and Ms. Akansha Chugh, Advocates.
(M): 9212173310
Email: info@artha-legal.com

CORAM:
HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

% **27.03.2024**

CM APPL. 18582/2024, CM APPL. 18583/2024 (For Exemptions)

1. Exemptions allowed, subject to just exceptions.

2. Applications are disposed of.

W.P.(C) 4528/2024 & CM APPL. 18581/2024

3. The present petition has been filed by the petitioners impugning the interim order dated 16th February, 2024 passed by the learned Debt Recovery Tribunal-02, Delhi ("DRT"), in Securitization Application No. 42/2024 filed under Section 17 of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 ("SARFAESI Act").

4. Learned counsel appearing for the petitioner submits that the account of the petitioner has been declared as Non Performing Asset ("NPA") without waiting for the expiry of the requisite 90 days period in terms of the Master Circular-Income Recognition, Asset Classification and Provisioning and other related matters-UCBs dated 08th May, 2023 issued by the Reserve Bank of India ("RBI").

5. Learned counsel appearing for the petitioner submits that an account will be declared as NPA only if payments are not made for a period of 90 days, after issuance of notice under Section 13(2) of the SARFAESI Act. It is submitted that in the interim period before the expiry of 90 days, the account is classified as Special Mention Account ("SMA") in terms of the aforesaid Circular issued by the RBI.

6. Attention of this Court has been drawn to *Clause 2.1.6* of the aforesaid Circular of the RBI dated 08th May, 2023, which is reproduced as under:-

> *"2.1.6 Classification as Special Mention Account (SMA) and* ***Reporting of Large Exposures to Central Repository of Information on Large Credits (CRILC)-UCBs***
>
> *SMA is an account which is exhibiting signs of incipient stress resulting in the borrower defaulting in timely servicing of her debt obligations, though the account has not yet been classified as NPA. As early recognition of*

such accounts enables banks to initiate timely remedial actions to prevent their potential slippages into NPAs, all UCBs shall classify loans/advances accounts as SMA, as under:

SMA Sub-categories	***Basis for classification*** ***Principal of interest payment or any other amount wholly or partially overdue for***
SMA-0	*Up to 30 days*
SMA-1	*More than 30 days and up to 60 days*
SMA-2	*More than 60 days and up to 90 days*

In case of revolving credit facilities like cash credit, the SMA sub-categories will be as follows:

SMA Sub-categories	***Basis for classification*** ***Outstanding balance remains continuously in excess of the sanctioned limit or drawing power, whichever is lower, for a period of***
SMA-1	*More than 30 days and up to 60 days*
SMA-2	*More than 60 days and up to 90 days*

(ii) The above-mentioned instructions on classification of borrower accounts into SMA categories are applicable for all loans, including retail loans, other that agricultural advances governed by crop season-based asset classification norms, irrespective of size of exposures.

(iii) Primary (Urban) Co-operative Banks (UCBs) having total assets of ₹500 crore and above shall report credit information, including classification of an account as Special Mention Account (SMA), on all borrowers having aggregate exposures of ₹5 crore and above with them to Central Repository of Information on Large Credits (CRILC) maintained by the Reserve Bank. Aggregate exposure shall include all fund-based and non-fund based exposure, including investment exposure on the borrower.

(iv) UCBs having total assets of ₹500 crore and above are required to submit CRILC Report on quarterly basis with effect from December 31, 2019. Detailed operating instructions have been issued vide circular DoS. OSMOS No. 4633/33.05.018/2019-20 dated January 16, 2020 on 'Reporting of Large Exposures to Central Repository of Information on Large Credits (CRILC)-UCBs' by the Department of Supervision, Reserve

> *Bank of India. (v) UCBs should take utmost care about date accuracy and integrity while submitting the information/date on large credit to RBI, failing which penal action as per the provisions of the Banking Regulation Act, 1949 may be taken.*
>
> *xxx xxx xxx"*

7. Thus, on the basis of the aforesaid *Clause 2.1.6,* it is submitted that when the loan amounts are not repaid, then the concerned account is red flagged by the bank as SMA-0, SMA-1 and SMA-2. Hence, it is submitted that it is only after expiry of 90 days that an account can be declared as NPA, which procedure has not been followed in the present case.

8. Learned counsel appearing for the petitioner submits that pursuant to the account of the petitioner being classified as NPA on 15th December, 2021, notice under Section 13(2) of the SARFAESI Act was also issued on 27th December, 2021. Subsequently, the petitioner paid an amount of Rs. 50,00,000/- on 31st August, 2022. It is submitted that the account of the petitioner was upgraded and no longer remained as NPA.

9. Learned counsel appearing for the petitioner submits that account of the petitioner was upgraded on 31st August, 2022, however, it was declared as NPA again on 18th October, 2022 i.e., within 48 days. Thus, it is submitted that the account of the petitioner could not have been declared as NPA within 48 days, before the expiry of the requisite period of 90 days.

10. Attention of this Court has been drawn to the letter dated 18th October, 2022 issued by the respondent/Bank of Baroda, wherein, the account of the petitioner has been referred as SMA-1. Letter dated 18th October, 2022 is reproduced as under:-

Bank Of Baroda
Branch MSME Loan

RETAIL/MORTGAGE LOAN

(Email in SMA 1)(DPD 46-60 days)

Dear Sir/Madam,

Sub: Reminder for payment of Overdues in your Baroda MSME Loan account No. 76900500000273

We refer to our e-mail wherein we intimated you regarding the overdue amount of Rs.930495.50000000 in your loan account and requested immediate payment of your overdues to Bank of Baroda.

You are hereby notified that you have not repaid your Instalment till now. The overdue amount in your loan account presently stands at Rs.930495.50000000. Further, non-payment of Instalments in due time has attached penal interest of Rs as per terms of sanction. This may adversely affect your credit history/score.The bank will be constrained to proceed legally if we donot receive the overdue amount plus pending instalments within time and the account becomes NPA.

We therefore request you to make the outstanding payment online or at nearest branch of Bank of Baroda immediately to avoid any late payment penalties.

In case you have an account with other bank, kindly give ECS mandate for payment of instalments of your loan account. You may submit request letter for these facilities at your base branch.

Further, if you have account in BOB itself, you may link your operative account with your loan account for automated payment of instalments of your loan account on due date.

You can also avail Baroda Connect Internet Banking and Mobile Banking facilities for making online payment of instalments of your loan account.

Kindly ignore this mail if already paid.

Your cooperation is appreciated.

Yours Faithfully,

Bank of Baroda Team

11. Thus, by referring to the aforesaid letter dated 18th October, 2022, it is the case on behalf of the petitioner that the account of the petitioners was under the category of SMA-1, even as per the own stand of the respondent-bank. Thus, it is submitted that when the account of the petitioner was treated as SMA-1 on 18th October, 2022, there was no question of declaring the same as NPA on the same date i.e., 18th October, 2022 itself.

12. Learned counsel for the petitioner has also drawn the attention of this Court to the letter dated 09th December, 2021, wherein the petitioner has sought prior approval of the respondent-bank to sell one of the mortgaged properties, so that the loan of the respondent-bank could be paid. Letter

dated 09th December, 2021 written by the petitioner to the respondent-bank is reproduced as hereunder:-

Deals in All Kinds of Plastic Raw Materials
Regd. Office : Flat No.-2, Gangotri Apartments, Pocket-1, Sector-12, Dwarka, New Delhi-110078
Phone : 011-42331385, E-Mail : lalitpolyplast@gmail.com CIN : U51495DL2014PTC264245

Date: 09.12.2021

To,
The Chief Manager,
Bank of Baroda
Sector-12B Branch,
Dwarka, New Delhi-110078

Ref: - Our cash credit facility for Rs. 600 Lakhs with you.

Sub: Regarding your prior approval to sell the property bearing number: 3E/17D NIT, Faridabad in the name of Mr. Lalit Kumar Jha, Director of Ms. Lalit Polyplast Pvt. Ltd. (currently mortgaged with your bank) and deposit the consideration amount of approximately Rs. 300 lakhs against aforesaid property in your bank in order to down the limit from 600 lakhs to 300 lakhs.

Dear Sir,

I would like to invite your kind attention towards the current atmosphere and market sentiments of the business whereas almost all segments have witnessed considerable constraint in cash flow due to the enormous side effects of the post pandemic situation. For last 2 years due to pandemic, we have suffered a considerable loss in overall revenue. The sales have nosedived since the advent of covid-19. Therefore, our business enterprises have booked considerable loss. It is to be noted rupees hundreds of lakhs have been stuck with our several past buyers. In this scenario, we have come under severe financial strain. It is further stated that it is very difficult to maintain our account efficiently at present CC Limit level. So, we have decided to sell our aforesaid property situated at Faridabad and presently mortgaged with your bank against the said CC limit mentioned in the reference column. We are expecting this property will fetch us somewhere between Rs. 275 lakhs to

Rs.300 lakhs. We have decided to sell the aforesaid property and deposit its proceeds in your bank in order to lower the CC limit from Rs. 600 lakhs to Rs. 300 lakhs.

Therefore, you are kindly requested here to allow us to sale the aforesaid property by releasing us your Consent Letter to do so. It is pertinent to mention herewith that after receiving your desired Consent Letter,we shall be able to deposit the Rs.300 Lakh in 90 days since every buyer of such type of huge property ask for 90 days to pay the full and final amount.It is to be stated further that after receiving Rs.300 lakhs against the aforesaid CC Limit you will release the original paper of the said property so I could be able to transfer the property in the name of promising buyer after handing him the original registry of the said property.

Hope, you will take swift action regarding this.

13. Learned counsel appearing for the petitioner further points out that the aforesaid letter dated 09th December, 2021 was issued by the petitioner to the respondent-bank, before the account of the petitioner was declared as NPA. Thus, it is submitted that the petitioner has bonafide intention to repay all the loan amounts to the respondent-bank and has made earnest efforts time and again in this regard.

14. Learned counsel appearing for the petitioner submits that the impugned order dated 16th February, 2024 has been passed by ignoring the factual position and has wrongly held that the account of the petitioner has not been declared as NPA before expiry of 90 days. He submits that the said finding by the learned DRT is totally misplaced and has been given without appreciating the facts on record. He submits that it is the clear position that on 31st August, 2022, the account of the petitioner was standard and therefore, could not have been declared as NPA on 18th October, 2022, before expiry of 90 days period, which fact has been totally ignored by the learned DRT.

15. Learned counsel appearing for the petitioner submits that the finding

given by the learned DRT in the impugned order dated 16th February, 2024 is totally wrong. Thus, he submits that learned DRT has not exercised the power vested in it.

16. Learned counsel has further drawn the attention of this Court to the application filed on behalf of the petitioner before the learned DRT, wherein the following prayers were made:-

> *"(A) set aside/quash the impugned order/measure/recourse possession notices both dated 19.01.2024 qua the properties being* ***"PROPERTY NO. FLAT NO. E-304, 3RD FLOOR, TOWER-E, ISPAT COOPERATIVE GROUP HOUSING SOCIETY LTD., PLOT NO. 29, SECTOR-4, DWARKA, NEW DELHI-110078" and "Free Hold DDA Built up LIG Flat No. 02 Ground Floor Phase-I Sector-12 Dwarka New Delhi-110078"***
>
> *(B) set aside/quash the/notice dated 15.09.2023 issued under Section 13(2) of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 being arbitrary, illegal, wrong, malafide and untenable in law;*
>
> *(C) pass an order/direction for providing compensation/costs to the applicant as mandated by Section 19 of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 on account of inaction of the Respondent Bank.*
>
> *(D) Pass such order or further order(s) that this Hon'ble Tribunal deems fit and proper in the facts and circumstances of the instant case and in the interest of justice and equity.*
>
> *7.* ***<u>INTERIM ORDER IF PRAYED FOR</u>***
>
> *The applicants respectfully submit that the same have an extremely good prima facie case, wherein the balance of convenience and the irreparable loss admittedly (as evident qua the impugned action/measure/notice) lies exclusively for and its favour. Undue hardship of grave magnitude would otherwise devolve on the applicant herein, if the operation of the impugned action/measure/notice is not stayed pending the adjudication of the instant application. As stated the Impugned action/measure is totally nullis juris and non-est. It is apprehended that the Respondent Bank may further proceed under various provisions of the Securitization Act and it is respectfully submitted that there would be a grave traversity of justice that pending adjudication of the instant application, the Securitization proceedings are permitted to continue qua the applicants herein. It is*

> *therefore, most respectfully prayed that pending adjudication and final decision on the present application, the applicant submits that an exparte order may be passed restraining the Respondent Bank from proceeding further under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and also all further proceedings in terms of the said Act and said Rules. "*

17. Learned counsel appearing for the petitioner has also drawn the attention of this Court to the notice of sale issued by the respondent-bank, where the Reserve Price of the property in question has been put as ₹1,45,00,000/-. Learned counsel appearing for the petitioner submits that the petitioner is ready to pay an amount of ₹1,70,00,000/- for the said property, being the Market Value.

18. He further submits that the petitioner is ready to pay ₹20,00,000/- upfront to the respondent-bank within a period of one week from today and the balance amount within a period of four weeks from today. He further submits that in case the petitioners are unable to pay the aforesaid total amount of ₹1,70,00,000/- to the respondent-bank within a period of four weeks from today, the respondent-bank can forfeit the amount of ₹20,00,000/- that the petitioner is willing to deposit within a period of one week from today.

19. Learned counsel appearing for the petitioner further submits that in case the aforesaid proposal is not acceptable to the respondent-bank, then by way of an alternative proposal, the petitioner is ready to make payment of ₹20,00,000/- upfront within a period of one week and pay ₹8,00,000/- on monthly basis.

20. Per contra, learned counsel appearing for respondent no. 2-bank has drawn the attention of this Court to the letter dated 14th February, 2024, wherein the market value of the property in question has been given as

₹1,71,00,000/-, whereas the realisable value has been given as ₹1,45,00,000/-.

21. By referring to the aforesaid, learned counsel appearing for the respondent-bank submits that though the market value of the property may be ₹1,71,00,000/-, however, the bank on the basis of realisable value, has fixed the Reserve Price as ₹1,45,00,000/-. He further submits that by way of letter dated 14th February, 2024, the petitioner had given an offer to pay only the realisable value of ₹1,45,00,000/-, which was not acceptable to the respondent-bank.

22. Learned counsel appearing for the respondent-bank further submits that the account of the petitioner was never declared as a standard account after the same was declared as NPA. He submits that the respondent-bank had only undertaken remedial measures, which are in the nature of handholding, for the purposes of helping the petitioner to pay the amount due and payable to the respondent-bank. He submits that it was a financial decision by the bank and that a special period of 90 days was granted to the petitioner in this regard. He submits that it was a cut-back arrangement, so that in the interim, the petitioner was able to operate his account, as the declaration of NPA results in freezing of the account.

23. Learned counsel for the respondent has drawn the attention of this Court to the response dated 24th November, 2023 given by the respondent-bank to the petitioner in reply to the Show Cause Notice under Section 13(3)(A) of the SARFAESI Act, 2002. Learned counsel for the respondent-bank has relied upon para 5 and 6 of the aforesaid reply, which read as under:-

"xxx xxx xxx

5. That the account turned NPA on 15.12.2021 due to non-payment of EMI in Term Loan. That your client has given an undertaking that the fresh capital shall be infused to maintain the debt equity ratios but the same has not been adhered to till date. Further, your client has obtained unsecured loans from other banks without the prior consent of our Bank. It is evident that your client has been non-complaint in a routine manner and has been flouting the applicable norms blatantly without any regard for law or fear of punitive measures. That it is also pertinent to mention that RBL Bank had an unsecured exposure on the Borrower of Rs. 40 lakhs and the said Bank had reported the account as RFA (suspicion of fraudulent activity) on 30.06.2022. That Bank reserves its right to take necessary action in accordance with law. That your client also maintained a credit facility with IIFL against the norms. That symbolic possession was taken on 05.04.2022. However, the account was upgraded on 31.08.2022 by the Borrower after allowing cut-back arrangement sanctioned by RMCC on 30.05.2022 for 90 days with 30% cut back on gross receipt in case credit account.

6. Further on 18.10.2022 the account was degraded by the system to NPA again due to insufficient turnover in the cash credit account. That the Borrower again requested for cut back arrangement at 5% on gross receipt in cash credit account upto 15.12.2023 and also assured to provide other financial documents for regular renewal of the account. That take note that the term loan of Rs. 28.14 lakhs was closed by the Borrower due to the handholding support provided by the Bank.

xxx xxx xxx"

24. By referring to the aforesaid reply, it is submitted that cut-back arrangement was made only for a period of 90 days as a special arrangement. However, since there was a dip in the turnover of the petitioner, and the petitioner was unable to comply with the terms and conditions of the cut-back arrangement, the account of the petitioner was automatically downgraded as NPA by the computer system.

25. Learned counsel appearing for the respondent-bank has further drawn the attention of this Court to the reply filed by the respondent-bank before the learned DRT, and relies upon paras 11 to 15 of the said reply, which

reads as under:

> *"xxx xxx xxx*
>
> *11. That the loan accounts of Applicant no. 1 have been classified as Non-Performing Asset (NPA) on 15.12.2021 due to non-service of interest, not routing the sales through loan account, non-submission of stock statements, not maintaining the financial discipline, and non-payment of dues of respondent bank. That the applicant no. 2 has given an undertaking that the fresh capital shall be infused to maintain the debt equity ratios but the same has not been adhered to till date. However, the account was upgraded on 31.08.2022 by the Applicants after allowing cut-back arrangement sanctioned by RMCC on 30.05.2022 for 90 days with 30% cut back on gross receipt in case credit account. Further on 18.10.2022 the account was degraded by the system to NPA again due to insufficient turnover in the cash credit account. That the Applicants again requested for cut back arrangement at 5% on gross receipt in cash credit account upto 15.02.2023 and also assured to provide other financial documents for regular renewal of the account. That the term loan of Rs. 28.14 lakhs was closed by the Applicants due to the hand holding support provided by the REspondnet no. 1 Bank.*
>
> *12. That keeping in view that request of the Applicants and because the Applicants showed their intention to upgrade the account during the cut back arrangement, handholding of operations was proposed to be allowed upto 15.02.2023 in the form of allowing drawls through cash credit account with cut back of 5% on gross receipts in cash credit account. That the Applicants again requested for cut back arrangement at 5% on gross receipt in cash credit account for 3 months and also assured to provide other financial documents for regular renewal of the account. That the Applicants expected to revive the trading business within the next 90 days if cut back was allowed at 5% as per revival plan submitted to the Respondent No. 1 Bank. That, keeping in view the request of the Applicants. handholding of operations was again permitted upto 90 days in the form of allowing drawls through cash credit account by Branch. That the several handholding arrangements that were given to the Applicants which enable them to regularize his account on 31.08.2022 and then again on 18.01.2023 and lastly on 04.06.2023 for 90 days.*
>
> *13. That the financial information regarding the dip in the turnover of the account due to which the account had sliped into NPA on 18.10.2022. That thereafter, as per the Applicants request, the Applicants have estimated to achieve sales target of Rs. 2500 Lakhs during the financial year 2023-24 with the breakup of Rs. 200 Lakhs in June 2023, Rs 200 Lakhs in July 2023 and remaining Rs. 2100 Lakhs in the period from August to March 2024. However, the Applicant had not been able to*

generate the revenues despite the several handholding supports provided the Bank.

14. That the Respondent No. Bank has allowed operations in the account with suitable cut back arrangement as per Corporate Policy for Management & Recovery of Non-Performing Assets, Advances (Domestic & Overseas Branches) 2023.

15. That the Applicants committed defaults in repayment of the loan and consequently the account was classified as non-performing asset on 18.10.2022 in accordance with the RBI directives and guidelines. Thereafter, after multiple handholding arrangements, a notice dated 15.09.2023 ***under Section 13(2) of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002*** *was issued by the Respondent no. 1 Bank to the applicants and the guarantors. Copy of Demand Notice notice dated 15.09.2023 under Section 13(2) of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 along with the postal receipt is annexed herein as* ***Annexure R-28****. That the Applicants have replied the 13(2) Demand Notice under Section 13 3(A) dated 14.11.2023, the same has been annexed herein as* ***Annexure R-29****. That the Respondent No. 1 Bank has sent the Rejoinder to the Reply under Section 13 3(A) has been annexed herein as* ***Annexure R-30.***

xxx xxx xxx"

26. Thus, it is submitted that since the petitioner was unable to comply with the various conditions of the cut-back arrangements, the account of the petitioner was automatically downgraded as NPA. He further submits that contention of the petitioner that the account of the petitioner has been declared as NPA before the expiry of 90 days is totally misplaced.

27. At this stage, learned counsel appearing for the petitioner submits that though the petitioner had earlier given the proposal of payment of realizable amount to the respondent-bank, however, as on date, the petitioner is willing to pay the market rate of ₹1,71,00,000/- with respect to the property in question. He further submits that the said offer was also given to the respondent-bank before the learned DRT and the same is also reiterated before this Court.

28. I have heard learned counsel for the parties and have perused the record.

29. At the outset, this Court notes that by order dated 16th February, 2024, the learned DRT has returned a categorical finding that it cannot be said that the account of the petitioner was declared as NPA before expiry of 90 days. The relevant portion of the order dated 16th February, 2024 passed by learned DRT is extracted as below:-

> *"xxx xxx xxx*
>
> *Heard the Ld. Counsel of both the parties and perused the record.*
>
> *From perusal of the record it is clear that the applicant has availed the loan facilities from the respondent and has failed to maintain financial discipline and the account of the applicant became NPA. After declaration of the account NPA, notice under Section 13(2) was issued to the applicant. After that the applicant approached the respondent bank and prayed for settlement. The time was given to the applicant for the settlement of the account therefore, second and third notice under 13(2) were issued. If the second notice under Section 13(2) is issued, the first notice shall be deemed to be withdrawn. Therefore, on this ground the proceedings cannot be said to have vitiated. From perusal of the record it transpires that the objections has been dealt by the respondent bank and the same has been rejected and communicated to the applicant. From perusal of the record it is clear that the NPA has declared after expiry of 90 days. From perusal of the reply and email there is no evidence that the account was standard on 31.08.2022. So far as the proposal for payment of fair value of the two properties is concerned the same has been considered by the respondent bank and has been rejected. This Tribunal has no jurisdiction to direct the parties any specific settlement. Therefore, on the basis of above discussion prima facie no case appears in favour of the applicant and the interim prayer of the applicant is liable to be rejected."*

30. Considering the stand of the respondent bank, as noted above in the reply submitted by the respondent-bank before the learned DRT and response given to the petitioner in reply to the Show Cause Notice under Section 13 of the SARFAESI Act, it is clear that the respondent-bank had

never declared the account of the petitioners as standard and the same had been merely upgraded, subject to the cut-back arrangement of 90 days.

31. This Court also records the fact that the petitioner has already approached the learned DRT and has subjected himself to the jurisdiction of the learned DRT in terms of the SARFAESI Act.

32. Law in this regard is no longer *res-integra* that in cases where the DRT or the Debt Recovery Appellate Tribunal ("DRAT") have the jurisdiction, then the jurisdiction of the Civil Courts are excluded.

33. However, considering the fervent submissions made by learned counsel for the petitioners that the petitioners are ready to make payment of ₹1,71,00,000/- towards the market value of the property in question to the respondent-bank, liberty is granted to the petitioners to approach the respondent-bank with the proposals of the petitioners, which have already been recorded in the preceding paragraphs.

34. Upon the petitioners approaching the respondent-bank, the respondent-bank is directed to consider the proposals of the petitioners on the basis of merits.

35. It is clarified that this Court has not stayed the E-Auction process, which is slated to happen tomorrow, i.e., 28th March, 2024.

36. With the aforesaid directions, the present petition is disposed of.

MINI PUSHKARNA, J

MARCH 27, 2024
c