



2024:DHC:5604



* IN THE HIGH COURT OF DELHI AT NEW DELHI

Reserved on: 04.07.2024

Pronounced on: 31.07.2024

+ CM(M) 788/2022 & CM APPLs. 34733/2022, 38325/2022, 44182/2022, 5751/2023, 12357/2023

GAGAN DEEP DUGAL & ORS.

..... Petitioners

Through: Ms.Kanika Agnihotri,
Mr.Sachin Sharma & Mr.Satvik
Rai, Advs.

versus

RELIGARE HOUSING DEVELOPMENT FINANCE
CORPORATION LTD.

..... Respondent

Through: Mr.Sanjiv Kakra, Sr. Adv. &
Mr.J.K. Das, Sr. Adv. with
Mr.Sandeep Das, Mr.Vipin
Tyagi, Ms.Kanak Malik,
Mr.Tejasvi Mahajan,
Mr.Akaash Madan & Mr.Ankit
Mangla, Advs.

CORAM:

HON'BLE MR. JUSTICE NAVIN CHAWLA

J U D G M E N T

1. This petition has been filed by the petitioners praying for the following reliefs:

“(i.) Set aside order dated 06.07.2022 passed by the Hon'ble NCDRC in Consumer Complaint No. 2609 of 2018;

(ii.) Direct the Respondent to not charge any further amounts to the Petitioners under the garb of equal monthly instalments till final disposal of the Complaint;



2024:DHC:5604



- (iii.) *Declare that the right of Respondent Bank to file Written Version stood closed after elapse of 45 days from the date the notice & complaint was served on the Respondent;*
- (iv.) *Direct that the Complaint No. 2609 of 2018 be decided expeditiously.”*

Brief Facts

2. The petitioners, on 26.11.2018, filed a complaint under Section 21(a) read with Section 12(1)(c) of the Consumer Protection Act, 1986 (in short, ‘Act’), being Consumer Case No.2609/2018 titled ***Gagan Duggal & Ors. v. Maharishi Housing Development Finance Corporation Limited & Anr.***, before the learned National Consumer Disputes Redressal Commission, New Delhi (hereinafter referred to as ‘NCDRC’), praying for the following reliefs:

- “a) Allow the present complaint against the Opposite Parties and in favor of all the aggrieved individuals such as the Complainants who have been gravely prejudiced by the arbitrary business practices of the Opposite Party;*
- b) Declare the Opposite Party guilty of adopting unfair, restrictive and arbitrary trade practices with the intent of unduly enriching itself to the sole prejudice of its consumers;*
- c) Pass a direction that the clauses as impugned in paragraph 31 are arbitrary, unfair, restrictive and against the interest of consumers and consequentially sticking them down;*
- d) Direct the Opposite Parties to delete the impugned unfair, restrictive and arbitrary clauses from their template agreement and make available revised agreements;*
- e) Adjudicate and declare the interest that would be considered reasonable for the same to be charged by the Opposite Party from its consumers, including but not limited to the complainants;*



2024:DHC:5604



- f) Direct the Opposite Parties to refund the entire amount that has been paid to it in excess of the figure adjudicated by this Hon'ble Commission, to all its consumers, including but not limited to the Complainants;*
- g) Direct the Opposite Party to issue a 'No Dues Certificate' to its consumers, including but not limited to the complainants;*
- h) Direct the Opposite Party to pay an amount of Rs 50,00,000/- to each of the consumers, including but not limited to the complainant on account of mental harassment and agony that they have been subjected to by the unfair and restrictive trade practices of the Opposite Party;*
- i) Direct the Opposite Party to pay an amount of Rs. 5,00,000/- to each of the consumers, including but not limited to the complainants, on account of costs of litigation;*
- j) Direct the Opposite Party to pay an interest to all its consumers including but not limited to the complainants @24% p.a., on all of the amounts prayed for above, from the date that they become due till the date that the same are paid."*

3. In the said Complaint, the petitioners allege that they had availed of two loan facilities, for an amount of Rs.1.50 crores and Rs.5.20 crores, from the respondent, and had executed two Loan Agreements, both dated 30.08.2010, for availing the said facility. Against the above loan amounts, the respondent had released Rs.1,43,73,026/- and Rs.5,07,24,129/-, respectively, to the petitioners. The petitioners were to repay the loan amount in 120 Equal Monthly Instalments (EMIs). The loan was to be repaid on a floating rate of interest scheme, that is Floating Reference Rate (in short, FRR) + Margin. The initial agreed rates were 11% (FRR+2% margin) as far as the loan of Rs.1.50 crores is concerned, and 14% (FRR+5% margin)



2024:DHC:5604



as far as the loan of Rs.5.20 crores is concerned. The petitioners were never given an opportunity by the respondent to discuss or in any manner alter the clauses of the Agreement, which were one-sided. Once the loan amount had been disbursed, the respondent, by misusing its dominant position, increased the rate of interest periodically. Having no choice, the petitioners continued to pay the same as and when demanded by the respondent. The petitioners claim that against the loan amount of Rs.5,07,24,129/-, the petitioners have already paid an amount of Rs.6,83,16,636/- to the respondent. However, the respondent is still claiming an outstanding of Rs.4,76,91,158/- from the petitioners as of 20.08.2018. Similarly, against the loan amount of Rs.1,43,73,026/-, the petitioners have already paid an amount of Rs.1,71,44,148/- to the respondent. However, the respondent is still claiming an outstanding amount of Rs.1,28,92,882/- from the petitioners as of 20.08.2018. The petitioners claimed that they have fully repaid the loan amount and that no outstanding amount is to be paid by them to the respondent.

4. Notice on the above complaint was issued to the respondent by the learned NCDRC on 30.11.2018. The respondent appeared before the learned NCDRC on 24.04.2019, however, did not file its response to the complaint.

5. By an Order dated 02.05.2022, the learned NCDRC allowed an application, being IA/3472/2022, by which the petitioners had sought withdrawal of their application filed under Section 12(1)(c) of the Act. By the said Order, the learned NCDRC also admitted the complaint, and rejected the application of the petitioners, being IA/15601/2019,



2024:DHC:5604



by which the petitioners had sought closing of the right of the respondent to file its reply to the complaint. The said application had been filed by the petitioners claiming that the maximum period by which the delay in filing of the reply can be condoned by the learned NCDRC under Section 13(2)(a) of the Act, that is, 45 days of the receipt of notice by the respondent, had expired.

6. It is pertinent to note here that the petitioners challenged the said order by way of a petition under Article 227 of the Constitution of India, being CM(M) 491/2022 titled ***Gagan Deep Dugal & Ors. v. Religare Housing Development Finance Corporation Ltd.***. The said petition was, however, withdrawn by the petitioners with liberty to file an application before the learned NCDRC seeking review of the Order dated 02.05.2022.

7. In terms of the liberty granted, the petitioners filed the review application, which stands dismissed by the learned NCDRC by the Impugned Order dated 06.07.2022.

Whether the respondent is entitled to file its reply to the Complaint?

8. The first challenge by the petitioners against the Impugned Order is on the ground that the learned NCDRC has erred in granting time to the respondent to file its reply to the complaint.

9. The petitioners contend that a notice on the complaint had been issued by the learned NCDRC *vide* its Order dated 30.11.2018, and that the respondent had appeared before the learned NCDRC on 24.04.2019, but chose not to file its reply to the complaint. The



2024:DHC:5604



learned counsel for the petitioners submits that since the period of 45 days from the service of the notice of the complaint on the respondent had expired, therefore, in terms of the judgment of the Supreme Court in *New India Assurance Company Limited v. Hilli Multipurpose Cold Storage Private Limited*, (2020) 5 SCC 757, the delay beyond the period of 45 days of service of notice cannot be condoned by the learned NCDRC. On the other hand, the learned senior counsel for the respondent submits that the above complaint had been filed by the petitioners under Section 12(1)(c) of the Act, not only on their own behalf but also claiming it to be on behalf of other consumers having the same vested interest. He submits that in terms of Section 12(1)(c) of the Act, such a complaint is maintainable only after the grant of permission by the learned District Forum/NCDRC. Till such permission is granted, there is no complaint and, therefore, the period of limitation for filing of the reply shall not commence. He submits that in fact, *vide* the Order dated 02.05.2022, the application of the petitioners seeking withdrawal of their application under Section 12(1)(c) of the Act was allowed to be withdrawn by them and the complaint was admitted as a joint complaint of the petitioners in terms of the judgment of the Supreme Court in *Brigade Enterprises Limited v. Anil Kumar Virmani & Ors.* (2022) 4 SCC 138. He submits that therefore, the period of limitation for filing of the reply shall commence only on and from 02.05.2022.

10. He further submits that though there was a delay in filing of the reply post the Order of 02.05.2022, the same has been later condoned by the learned NCDRC *vide* its Order dated 03.02.2023. The said



2024:DHC:5604



order has not been challenged by the petitioners. He submits that, therefore, there is no ground for impugning the Order dated 06.07.2022 passed by the learned NCDRC, by which the application seeking review of the Order dated 02.05.2022 filed by the petitioners had been dismissed.

11. I have considered the submissions made by the learned counsels for the parties.

12. Section 12(1)(c) of the Act reads as under:

“12. Manner in which complaint shall be made.- (1) A complaint in relation to any goods sold or delivered or agreed to be sold or delivered or any service provided or agreed to be provided may be filed with a District Forum by-

xxx

(c) one or more consumers, where there are numerous consumers having the same interest, with the permission of the District Forum, on behalf of, or for the benefit of, all consumers so interested.”

(Emphasis supplied)

13. From the above provision, it is apparent that the complaint can be filed under Section 12(1)(c) of the Act only with the permission of the learned District Forum/NCDRC. Till such permission is granted by the learned District Forum/NCDRC, there is no complaint before the learned District Forum/NCDRC in the eyes of law.

14. In ***Brigade Enterprises Limited*** (supra), the Supreme Court, explaining the *pari materia* provision in the Consumer Protection Act, 2019, held that for filing a complaint under Section 12(1)(c) of the Act (Section 35(1)(c) of the Consumer Protection Act, 2019) *sine qua non* is that all consumers, on whose behalf or for whose benefit the



2024:DHC:5604



complaint is filed, should have the same interest. To establish the sameness of interest, it is not necessary to establish sameness of the cause of action. It was held that for allowing an application under Section 12(1)(c) of the Act, the pleadings and the reliefs are to be considered.

15. The consideration of an application under Section 12(1)(c) of the Act is therefore, not a ministerial act, but a judicial act. Till such time that such permission is granted by the learned District Forum/NCDRC, there is no complaint before the learned District Forum/NCDRC.

16. Much arguments have been advanced by the learned counsel for the petitioners on the distinction between the language of Section 13(1)(a) and Section 13(2)(a) of the Act, by contending that while for a Complaint under Section 13(1)(a) of the Act, time to file the reply by the opposite party shall run from the admission of the complaint by the learned District Forum/NCDRC, for a complaint under Section 13(2)(a) of the Act, admission of the Complaint is not necessary and the time for filing of the reply by the respondent shall commence from the date of the receipt of notice of the complaint by the respondent.

17. Section 13(1)(a) and Section 13(2)(a) of the Act are reproduced herein:

“13. Procedure on admission of complaint.-
(1) The District Forum shall, on admission of a complaint, if it relates to any goods,-
(a) refer a copy of the admitted complaint, within twenty-one days from the date of its admission to the opposite party mentioned in the complaint directing him to give his version of the case within a period of thirty days or



such extended period not exceeding fifteen days as may be granted by the District Forum.

xxx

(2) The District Forum shall, if the complaints admitted by it under section 12 relates to goods in respect of which the procedure specified in sub-section (1) cannot be followed, or if the complaint relates to any services,-

(a) refer a copy of such complaint to the opposite party directing him to give his version of the case within a period of thirty days or such extended period not exceeding fifteen days as may be granted by the District Forum.”

(Emphasis supplied)

18. The learned counsel for the petitioners has contended that while Section 13(1)(a) of the Act uses the term ‘admitted complaint’, Section 13(2)(a) of the Act does not contain the word ‘admitted’ in so far as such complaint relates to services. She submits that, therefore, admission of a complaint is not necessary for the period of limitation for filing of the reply to the complaint to commence.

19. She submits that, in the present case, as notice on the complaint had been issued to the respondent by the learned NCDRC vide its Order dated 30.11.2018, the period of limitation for filing of the reply shall commence from the date when the notice was served on the respondent and not from 02.05.2022 when the Complaint was admitted.

20. I do not find any merit in the above submission of the learned counsel for the petitioners.

21. As noted hereinabove, where a complaint has been filed under Section 12(1)(c) of the Act, there is no complaint before the learned



2024:DHC:5604



District Forum/NCDRC till such time permission is granted by the learned District Forum/NCDRC to the complainant to file such a complaint; not only on his/her own behalf but also on behalf of or for the benefit of all consumers having the same interest.

22. Section 13(2)(a) of the Act refers to ‘complaints admitted’. The said words/phrase applies to a complaint in relation to goods in respect of which the procedure specified in sub-section (1) of Section 13 of the Act cannot be followed, and also to the complaint in relation to services. Sub-section 2(a) of Section 13 also uses the words “such complaint”, which is a reference to both nature of complaints. Therefore, even for purposes of Section 13(2)(a) of the Act, the period of limitation for filing of the reply shall commence only where the ‘complaint admitted’ is referred to the opposite party, directing him to give his version of the case.

23. In the present case, the complaint filed by the petitioners had not been admitted till 02.05.2022. As the learned counsel for the respondent had appeared on the said date before the learned NCDRC and accepted notice, the period of limitation for filing of the reply shall commence only from that date and not before. The plea of the petitioners that the delay that had earlier been caused by the respondent in filing the reply cannot be condoned, therefore, cannot be accepted, as there was no delay on part of the respondent in filing its reply and the period to file the reply had not commenced till the complaint had been admitted by the learned NCDRC, which occurred only on 02.05.2022.

24. I, therefore, find no merit in the challenge of the petitioners.



2024:DHC:5604



Denial of Interim Order

25. The second challenge of the petitioners to the Impugned Order is on the denial of the learned NCDRC to grant an *interim* relief in favour of the petitioners against the demand of EMI(s) by the respondent.

26. As noticed above, the petitioners had availed two loan facilities from the respondent for construction of their residence in the year 2010, totalling to Rs.6.70 crores (Rs.1.50 crores + Rs.5.20 crores). The loans were sanctioned on floating rate of interest of 11% (FRR+2% margin) (for loan amount of Rs.1.50 crores) and 14% (FRR+5% margin) (for loan amount of Rs.5.20 crores). The loan was repayable in 120 EMIs. Rs.1,43,73,026/- and Rs.5,07,24,129/- was disbursed by the respondent to the petitioners against these loan transactions. The remaining amount was adjusted by the respondent. The petitioners therefore, knew not only that the full amount of Rs. 1.50 crores and Rs. 5.20 crores had not been disbursed to them under the loan, but also that there was a varying rate of interest for the two loans sanctioned on the same date. The petitioners did not protest the same.

27. The petitioners claim that as of May 2022, against the loan of Rs.1,43,73,026/-, they have already paid an amount of Rs.2,47,99,704/- to the respondent, while against the loan of Rs.5,07,24,129/-, they have paid a sum of Rs.9,88,25,426/- to the respondent. The petitioners claim that the respondent has been charging exorbitant interest on the abovementioned loan amounts, and



2024:DHC:5604



has been enhancing the rate of interest without informing the petitioners of the same, or without having any documents signed from the petitioners in token of their acceptance to such increase, which is contrary to the guidelines issued by the Reserve Bank of India (in short, 'RBI') and the 'Guidelines on Fair Practices Code for Housing Finance Companies' issued by the National Housing Bank.

28. The learned counsel for the petitioners submits that in terms of the Guidelines, it is mandatory for the Housing Finance Companies (in short, 'HFCs') to include all necessary information which affects the interest of the borrower, in the loan application itself. By means of the sanction letter or otherwise, the amount of loan sanctioned along with all terms and conditions including annualised rate of interest, method of application, EMI structure and prepayment charge should also be conveyed, and acceptance thereof should be obtained from the borrowers. HFCs should give notice to the borrower of any change in the terms and conditions including disbursement schedule, interest rate, service charges, etc., and such changes can only be made prospectively. It is further provided that if any change is made to the disadvantage of the consumer, such consumer may, within 60 days and without notice, close his/her account or switch it without having to pay any extra charges or interest. She submits that in terms of the RBI's 'Master Circular on Interest Rates on Advances', in case of floating rate of interest, consent of the borrower must be taken before changing the rate of interest.

29. She submits that the first loan of Rs.1.50 crores was sanctioned at a floating interest rate of 11% (FRR+2%), while second loan of



2024:DHC:5604



Rs.5.20 crores had been sanctioned by the respondent at a floating interest rate of 14% (FRR+5%). She submits that comparing the rate of interest notified by the RBI during the relevant period to the rate of interest charged by the respondent, the latter would be highly excessive. Even otherwise, if the rate of interest charged by the respondent from time to time is calculated with reference to the rate notified by the RBI from time to time, the petitioners have already overpaid the loan amount along with interest to the respondent.

30. She submits that the learned NCDRC has erred in rejecting the prayer for *interim* relief filed by the petitioners, by wrongly relying upon Section 41(h) of the Specific Relief Act, 1963. She submits that the Consumer Forum derives its power from the Consumer Protection Act, and is not shackled by the provisions of the Specific Relief Act. She submits that, therefore, Section 41(h) of the Specific Relief Act, 1963 cannot be a bar against the grant of an injunction against the respondent from claiming further amounts from the petitioners during the pendency of the complaint.

31. She submits that it is the respondent, who, by not filing its reply within time, has caused the delay in adjudication of the complaint and therefore, the petitioners should not be burdened with an obligation to continue to pay the exorbitant amounts charged by the respondent in contravention of the circulars issued by the RBI as also the National Housing Bank, during the pendency of the complaint filed by the petitioners.



2024:DHC:5604



32. She submits that the learned NCDRC has erred in not following the *interim* orders passed by its coordinate Benches, granting *interim* relief in similar facts and circumstances.

33. On the other hand, the learned counsel for the respondent submits that the present petition is liable to be dismissed, being an abuse of the process of the court. He submits that the petitioners had earlier filed a petition under Article 227 of the Constitution of India, being CM(M) 1562/2018 titled ***Gagan Deep Dugal & Ors. v. Religare Housing Development Finance Corporation Ltd.***, challenging the Order dated 30.11.2018 passed by the learned NCDRC on the above complaint, by which the learned NCDRC had refused to grant an *ex parte interim* order in favour of the petitioners. In the said petition, by an Order dated 11.01.2019, this Court clarified that there is no restraint *qua* action, if any, to be taken by the respondent in terms of The Securitisation And Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 in accordance with law. The court also listed the petition for considering the question of its maintainability. Later, by an Order dated 31.01.2019, this Court refused to modify the above Order dated 11.01.2019, however, clarifying that in case the petitioners deposit two EMIs each *qua* the two loan accounts by the end of the said day, the said two loan accounts would not be declared as 'Non Performing Assets'. While the above petition was pending adjudication, the petitioners filed a second petition, being CM(M) 491/2022 titled ***Gagan Deep Dugal & Ors. v. Religare Housing Development Finance Corporation Ltd.***, challenging the Order dated 02.05.2022 also insofar as it had refused



2024:DHC:5604



to grant an *interim* relief in favour of the petitioners. In the said petition, by an Order dated 25.05.2022, the court called upon the petitioners to explain how they are maintaining that they have overpaid the respondent. Instead of explaining the same, the petitioners, on 30.05.2022, withdrew the said petition seeking liberty to file a review petition before the learned NCDRC. The said review having been dismissed by the learned NCDRC *vide* its Impugned Order dated 06.07.2022, the petitioners have now filed the present petition.

34. He submits that, therefore, for the same relief, the petitioners have filed multiple petitions having failed to obtain any *interim* protection in the earlier petitions. He submits that the petitioners cannot maintain such repeated petitions for the same relief. He places reliance on the judgements of this Court in ***Vidur Impex and Traders Pvt. Ltd. & Ors. v. Pradeep Kumar Khanna & Ors.*** 2017 SCC OnLine Del 8925; ***Jiya Rani v. Narinder Kumar Dhingra & Ors.*** 2018 SCC OnLine Del 12680; ***Shiju Jacob Varghese & Anr. v. Tower Vision Ltd. & Ors.*** 2012 SCC OnLine Del 5728, of the High Court of Bombay in ***SNP Shipping Services Pvt. Ltd. v. Kara Mara Shipping Co. Ltd. & Ors.*** 1999 SCC OnLine Bom 495, and of the High Court of Rajasthan in ***Temple of Thakur Shri Mathuradassji v. Kanhaiyalal & Ors.*** 2008 SCC OnLine Raj 530.

35. He further submits that even otherwise, the petitioners have a remedy in form of an appeal to the Supreme Court under Section 23 of the Act and, therefore, a petition under Article 226/227 of the Constitution of India is not maintainable. In support, he places



2024:DHC:5604



reliance on the judgments of the Supreme Court in *Sadhana Lodh v. National Insurance Company Ltd. & Anr.* (2003) 3 SCC 524; *Cicily Kallarackal v. Vehicle Factory* (2012) 8 SCC 524; *Phoenix Arc Pvt. Ltd. v. Vishwa Bharti Vidya Mandir* (2022) 5 SCC 345; *Mohamed Ali v. V. Jaya & Ors.* (2022) 10 SCC 477; and an order of the Supreme Court dated 12.03.2021 in SLP(C) 4127 of 2021 titled *Mehra Bal Chikitsalaya Evam Navjat Shishu ICU v. Manoj Upadhyay & Ors.*

36. On merits, he submits that due notice of the rate of interest had been given to the petitioners, and the amounts charged from the petitioners are in accordance with the contract between the parties. He submits that the petitioners, therefore, have not made out any case for grant of an *interim* relief. He submits that the Court should not grant *interim* orders in financial matters. He relies upon the judgments of the Supreme Court in *Authorized Officer, State Bank of Travancore & Anr. v. Mathew K.C.* (2018) 3 SCC 85; *Phoenix ARC Pvt. Ltd. v. Vishwa Bharati Vidya Mandir & Ors.* 2022 SCC Online SC 44; and, *Syndicate Bank v. R Veeranna & Ors.* (2003) 2 SCC 15, in support of his submission.

37. I have considered the submissions made by the learned counsels for the parties.

38. In *Cicily Kallarackal* (supra), the Supreme Court has cautioned that it is not appropriate for the High Courts to entertain writ petitions under Article 226 of the Constitution of India against the orders passed by the Consumer Forum/NCDRC, as a statutory appeal is provided and lies to the Supreme Court under Section 23 of the Act.



2024:DHC:5604



The above caution was reiterated by the Supreme Court in ***Mehra Bal Chikitsalaya Evam Navjat Shishu ICU*** (supra). While a petition under Article 226/227 of the Constitution of India might be maintainable against an order passed by the learned NCDRC, the High Court would be guided by the general principles of exercise of its discretionary jurisdiction under the above provisions, including where there is an alternate efficacious remedy available to the petitioner and would normally refuse to entertain such a petition.

39. In the present case also, as far as the prayer for *interim* relief is concerned, the petitioners have been unable to show any jurisdictional error on part of the learned NCDRC in refusing the *interim* relief to the petitioners. The petitioners have also not been able to show why it chose not to invoke the appropriate remedy in form of an appeal to the Supreme Court instead of approaching this Court under Article 227 of the Constitution of India.

40. In any case, I do not find any merit in the present petition on the following grounds, which are explained hereinbelow:

Multiple Petitions

41. As has rightly been contended by the learned counsel for the respondent, the petitioners have been filing repeated petitions seeking similar relief from this Court. It had first challenged the Order dated 30.11.2018, by which the learned NCDRC had refused to grant *interim* relief to the petitioners. The said petition was withdrawn by the petitioners only after the filing of the present petition. The petitioners then filed another petition before this Court, challenging



2024:DHC:5604



the Order dated 02.05.2022 of the learned NCDRC. The said petition was also withdrawn by the petitioners with liberty to file a review application before the learned NCDRC. The present petition has now been filed challenging the Order dated 06.07.2022, passed in the review application filed pursuant to the liberty granted by this Court. Therefore, the petitioners are making multiple attempts to obtain *interim* orders by filing petitions one after another, and when the Court refuses to grant any *interim* protection to them, they withdraw the same to start a new round. This may, in fact, amount to an abuse of the process of the court.

On Merits

42. Even otherwise, I find no merit in the present petition. The petitioners have entered into the loan transactions by executing the loan agreements way back in 2010. The loan agreements are clear on the liability imposed upon the petitioners. The petitioners cannot claim to be absolved of the same on a vague plea that they were unable to negotiate proper terms of the agreement, or were unable to appreciate the consequences thereof.

43. The petitioners also do not deny that they have been issued communications by the respondent informing them of the change in the rate of interests, which have been stipulated as floating rate of interest in the agreements. The petitioners, at that appropriate time, did not challenge such communications. Whether the rate of interest charged by the respondent from the petitioners is in accordance with the agreement, would be an issue to be determined by the learned



2024:DHC:5604



NCDRC. For the present, in my view, the petitioners have been unable to make out any case for grant of an *interim* relief. In case it is eventually found that the petitioners have overpaid the respondent, the respondent would be under an obligation to return the excess amount received along with interest to the petitioners. However, presently, the petitioners have not been able to meet the trinity test for grant of an interim protection in their favour.

Conclusion

44. In view of the above, I find no merit in the present petition. The same is, accordingly, dismissed. The pending applications also stand disposed of as infructuous.

45. The petitioners shall pay costs of Rs.50,000/- to the respondent.

NAVIN CHAWLA, J

JULY 31, 2024/ns/SJ

Click here to check corrigendum, if any