



2024:DHC:7970-DB



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

% Judgment reserved on: 25.09.2024
Judgment delivered on: 16.10.2024

+ LPA 960/2024 & CM APPLs. 56468-70/2024

DISRUPTIVE HEALTH SOLUTIONS

PVT LTD & ORS

.... Appellants

versus

KOTAK MAHINDRA BANK LTD & ANR Respondents

Advocates who appeared in this case:

For the Appellants: Mr. Akhil Sibal, Senior Advocate with
Mr. Pallav Palit, Mr. Arnab Dasgupta,
Mr. Mahender Kumar Arya, Ms.
Sugandh Shahi and Mr. Krishnesh
Bapat, Advocates

For the Respondents: Mr. Suresh Dutt Dobhal and Mr.
Abhinav, Advocates for R-1.
Mr. U.N. Singh, Advocate for R-
2/PARSCL.

CORAM:

HON'BLE THE CHIEF JUSTICE

HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

J U D G M E N T

TUSHAR RAO GEDELA, J.

1. Present appeal has been preferred under Clause X of the Letters Patent Act, 1866, assailing the judgment dated 18th September, 2024, passed by the learned Single Judge of this Court dismissing the W.P.(C) 13082/2024 titled "*Disruptive Health Solutions Private Limited & Ors*

LPA 960/2024

Page 1 of 18

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Signing Date: 16.10.2024
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2024:DHC:7970-DB



vs. *Kotak Mahindra Bank Limited & Anr.*”, filed by the appellants, whereby the learned Single Judge has granted liberty to the appellants to agitate their grievances in terms of section 17 of the Securitisation and Reconstruction of Financial Assets And Enforcement of Security Interest Act, 2002 (hereinafter referred to as “*SARFAESI Act*”), before the appropriate forum, as and when a notice under section 13(4) of the SARFAESI Act is issued.

2. The facts germane to the present appeal, shorn of unnecessary details and culled out from the appeal, are as under:

- a. The appellants and respondent no.1/Bank entered into an agreement titled ‘*Overdraft Agreement*’ dated 14th August, 2018 recording the terms and conditions of credit facility to be utilized by the appellant no.1/company.
- b. The appellants claim that the respondent no.1/Bank sanctioned an overdraft facility of Rs. 8,00,00,000/- vide sanction letter dated 12th October, 2022.
- c. It is the case of the appellants that the respondent no.1/Bank assigned the overdraft facility of the appellant no.1/company to the respondent no.2/Pridhvi Asset Reconstruction and Securitisation Company Limited (hereinafter referred to as “*ARC*”) through an Assignment Agreement dated 30th March, 2024 without their knowledge or consent.
- d. The appellants stated that the perusal of the bank statement would show that appellant’s account was under the sanctioned limit of Rs. 8,00,00,000/- as of 29th February, 2024 and was overdrawn above the sanctioned limit only on 1st March, 2024 when the interest of Rs.

LPA 960/2024

Page 2 of 18



2024:DHC:7970-DB



10,16,861/- for the month of February, 2024 was debited. Thus, as on the date of the alleged assignment agreement i.e., 30th March, 2024, the appellant's account was not overdrawn above the sanctioned limit for more than 30 days. Though, prior to December, 2023, the appellant's account was overdrawn above the sanctioned limit when the interests were debited, yet, the said amounts were shortly made good, thereby regularising the account within the sanctioned limit.

e. Appellants claim that *vide* letter dated 2nd April, 2024 the respondent no.1/Bank informed the appellants about the assignment of the Overdraft Facility, along with associated security interest, to the respondent no.2/ARC through an Assignment Agreement dated 30th March, 2024.

f. It is the case of the appellants that the respondent no.2/ARC *vide* a demand letter dated 10th April, 2024 demanded a payment of Rs. 8,17,99,000/- along with additional interest, to be made within thirty (30) days, failing which they threatened to initiate recovery actions under the SARFAESI Act.

g. The appellants submitted that upon receiving the demand letter dated 10th April, 2024, the appellant no.3/Director of appellant no.1/company, met with the relevant representatives of the respondent no.2/ARC and raised objections regarding the validity of the assignment, contending that the account was a standard/performing asset and not a '*stressed loan*' as on the date of the assignment.

h. The appellants stated that the respondent no.2/ARC *vide* letter

LPA 960/2024

Page 3 of 18



2024:DHC:7970-DB



dated 6th July, 2024, informed that the appellants account has been classified as a Non-Performing Asset (hereinafter referred to as “NPA”) as on 28th June, 2024 in accordance with the guidelines issued by the Reserve Bank of India (hereinafter referred to as “RBI”), as there were no credits in the account prior to ninety (90) days from the date of classification of appellants’ account as NPA.

i. Aggrieved by the actions of the respondent no.2/ARC, the appellants, through their legal counsel, issued a cease and desist notice dated 29th July, 2024, contesting the legality of the assignment of the debt to the respondent no.2/ARC and demanded not to initiate any proceedings under the SARFAESI Act.

j. It is the case of the appellants that the respondent no.2/ARC issued a notice dated 29th July, 2024 under section 13(2) of SARFAESI Act, demanding a sum of Rs. 8,41,55,800/- and informed the appellants that if the payment is not made within sixty (60) days, then the respondent no.2/ARC would initiate appropriate action under the SARFAESI Act.

k. The appellants claim to have issued a notice of objection dated 29th July, 2024 under section 13(3A) of the SARFAESI Act and reiterated their objection to the actions of the respondent no.2/ARC, as alleged in the Cease and Desist notice dated 29th July, 2024. *Vide* reply dated 12th August, 2024 the respondent no.2/ARC rejected the contentions of the appellants’ objections under section 13(3A) of the SARFAESI Act.

l. Aggrieved by the actions of the respondent nos. 1 & 2, the appellants filed the underlying writ petition bearing W.P.(C)

LPA 960/2024

Page 4 of 18



2024:DHC:7970-DB



No.13082/2024 seeking directions to declare the '*Assignment Agreement*' dated 30th March, 2024 executed between the respondent no.1/Bank and respondent no.2/ARC as invalid and not enforceable, claiming the same to be in violation of the statutory regulations of RBI and seeking other consequential reliefs.

m. *Vide* order dated 18th September, 2024, the learned Single Judge dismissed the underlying writ petition by directing the appellants to agitate their grievance in the appropriate forum in terms of section 17 of the SARFAESI Act.

CONTENTIONS OF THE APPELLANTS:-

3. Mr. Akhil Sibal, learned senior counsel appearing for the appellants submitted that in the present case the respondent no.1/Bank has illegally and in contravention of the RBI's Master Directions assigned the Overdraft Facility Account to the respondent no.2/ARC. He strenuously contended that there are crystallized parameters/directions in the Master Directions, which stipulate the manner and the mode by which alone an account may be assigned to a third party ARC. He submitted that unless such accounts are declared to be "*Stressed Loans*", no further assignment to any third party by the bank can at all be envisaged.

4. Learned senior counsel has drawn attention of this Court to Chapter IV of the Master Directions dated 24th September, 2021, which lays down conditions and parameters covering Stressed Loans, including transfer to ARCs. According to him, an account ought to be first declared as Stressed Loan so as to enable the bank to initiate assignment

LPA 960/2024

Page 5 of 18



to third party ARC. Dilating further, he referred to Section ‘C’ of Chapter IV to the Directive 73 in particular, to submit that before a particular account is declared as “Stressed Loan”, certain procedures indicated in certain circulars mentioned therein are to be followed. He emphasized that the transfer to third party ARC could only be done subject to the procedures contained in the circulars and consequent declaration of the account as “Stressed Loan”. Learned senior counsel invited attention of this Court to the definition of “Stressed Loan” contained in clause (k) of Directive 9 of the Master Directions dated 24th September, 2021 to submit that Stressed Loans are those loan exposures that are classified as Non Performing Assets (NPA) or as a Special Mention Accounts (hereinafter referred to as “SMA”). He contended that the Overdraft Facility Account of the appellant no.1/company was never declared as an SMA in the first place. Having never been declared as an SMA-1, according to him, the question of the Overdraft Account of the appellants being a Stressed Loan, does not arise. Logically, he contended that, if that were the case, the assignment of the Overdraft Account of the appellants to respondent no.2/ARC is clearly violative of the Master Directions.

5. Learned senior counsel drew attention of this Court to Part B (1) of the Master Directions dated 1st April 2023, respecting “Framework for Resolution of Stressed Assets”. In particular, he referred to Clause 8.2 regarding classification of the SMA and sub categories in respect of revolving credit facilities like Cash Credit/Overdraft. He pointed out that the sub-classification as SMA-1 would occur only in case of continuous breach of the sanctioned limit or drawing power for more than thirty (30)



2024:DHC:7970-DB



days and upto sixty (60) days. Likewise, sub-classification as SMA-2 would occur in cases of such breach for more than sixty (60) days and upto ninety (90) days. He emphasized that since the appellant's Overdraft Account did not breach either the condition in SMA-1 or SMA-2, the assignment to the respondent no.2/ARC is unjust and illegal and needs to be revoked/recalled.

6. In order to buttress the aforesaid argument, the learned senior counsel referred to the statement of account ending as on 30th March 2024 to submit that as on that date, there was no breach and the Overdraft Account of the appellant no.1/company was not a Stressed Loan. That being so, he vehemently contended that the assignment to the respondent no.2/ARC is in total breach of the Master Directions.

7. Learned senior counsel also fairly stated that due to the unlawful assignment of the Overdraft Account, the respondent no.2/ARC in the interregnum has declared the account as NPA. According to him, the illegality committed by the respondent no.1/Bank in assigning the Overdraft Account to the respondent no.2/ARC, in total breach of the Master Directions, has brought the said account to be declared as NPA. He submitted that since as on 30th March 2024, the Overdraft Account of the appellants was neither SMA-1 nor SMA-2, the same could not have been declared as Stressed Loan. Consequently, the declaration of the Overdraft Account as NPA ought to be also revoked on the same logic. According to him, had the breach of the Master Directions not been committed by the respondent no.1/Bank, the situation would have not accelerated to the said account being declared as NPA. Consequently the need to issue the demand letter dated 10th April, 2024, letter dated 6th

LPA 960/2024

Page 7 of 18



2024:DHC:7970-DB



July, 2024 and notice dated 29th July, 2024 by the respondent no.2/ARC would not have arisen.

8. Learned senior counsel for the appellants stated that the respondent no.1/Bank acted with undue haste to assign the Overdraft Account of the appellant no.1/company so as to ensure that the conditions mentioned in clause 73 of the Master Directions dated 24th September, 2021 and the need to mandatorily follow the procedures prescribed in the notification stated therein, are neither available nor enure to the benefit of the appellants. In other words, he submitted that once the Overdraft Account is assigned to the respondent no.2/ARC, the Master Directions would not be applicable to the respondent no.2/ARC, thereby depriving the appellants of the benefit of the mandate contained in the clause 73 as also the notifications dated 29th May 2015, 17th March 2016 and Master Directions 2016 regarding Framework for Revival and Rehabilitation of Micro, Small and Medium Enterprises as notified by the Central Government. According to him, had the Overdraft Account remained with the respondent no.1/Bank, it would have no choice other than to offer a revival and rehabilitation facility to the appellants before assigning the said account to a third party respondent no.2/ARC.

9. He relied upon the judgment of the Supreme Court in ***Pro Knits vs. Board of Directors of Canara Bank and Ors and batch matters*** reported in **2024 SCC OnLine SC 1864**. He laid great emphasis upon the observation made by the Supreme Court in the said judgment to strenuously contend that without the bank declaring the Overdraft Account of the appellant as “Stressed Loan”, it could not have assigned the account to the respondent no.2/ARC. Moreover, according to him,

LPA 960/2024

Page 8 of 18



2024:DHC:7970-DB



prior to such assignment, the respondent no.1/Bank ought to have complied with the three aforesaid notifications respecting the revival and rehabilitation. That having not been done by respondent no.1/Bank, a right accruing to the appellants under statutory notifications issued by the Central Government, was arbitrarily and unilaterally denied by the respondent no.1/Bank to the appellants.

10. Learned senior counsel for the appellants also stated that learned Single Judge had dismissed the writ petition at the threshold itself without even testing or examining as to whether the Overdraft Account of the appellant no.1/company had breached any conditions to be declared as SMA-1 or SMA-2. He contended that the learned Single Judge did not satisfy himself as to the correctness or otherwise of the statement of account filed by the appellants in the writ petition.

11. Learned senior counsel for the appellants vehemently contended that the learned Single Judge had relegated the appellants to avail of the remedy under section 17 of the SARFAESI Act at the relevant point in time to redress the aforesaid grievances. According to him, the appellants will not get an opportunity to ventilate their grievances under section 17 of the SARFAESI Act inasmuch as the term "*Secured Creditor*" used in the said Act connotes only a Bank and not the ARC. He forcefully contended that the impugned order of the learned Single Judge has infact left the appellants remediless. In that, the appellants are unable to challenge the dispute in a writ Court since according to the learned Single Judge these are disputed questions of fact, whereas, according to the definition of "*Secured Creditor*" the purported remedy under section 17 of the above Act, is legally not available to the

LPA 960/2024

Page 9 of 18



2024:DHC:7970-DB



appellants. He also stressed that the scope and jurisdiction of section 17 of SARFAESI Act is limited and would not encompass or envisage a challenge to the illegal and unlawful assignment of the Overdraft Account by the respondent no.1/Bank to respondent no.2/ARC. Thus, having no choice, the appellants had to necessarily challenge the same under a writ petition before this Court. In other words, learned senior counsel for appellants submitted that the appellants today, despite having good, legal and valid grounds, cannot sustain a challenge to the unlawful assignment despite palpable breach of Master Directions by respondent no.1/Bank itself.

12. As a last argument, he stated that even as per the Master Directions dated 1st April, 2023, the respondent no.1/Bank as per Direction 4.2.4, keeping in view the temporary nature of the breach of the Overdraft Account, could and should have regularized the accounts. As an example, he referred to the Statement of Account of the Overdraft Account of the appellants to submit that despite a breach of thirty-five (35) days, no action was undertaken by the respondent no.1/Bank thereafter, giving rise to a presumption that such breaches were condoned and the account was regularized. He stated that once the account had been regularized, the question of the same being declared as SMA-1, SMA-2 or “*Stressed Loan*”, could not have arisen. He stated that looked at in that perspective, the impugned judgment ought to be set aside and the assignment dated 30th March, 2024 be recalled or revoked.

CONTENTIONS OF THE RESPONDENTS:-

13. *Per contra*, Mr. Suresh Dutt Dobhal, learned counsel for the

LPA 960/2024

Page 10 of 18



2024:DHC:7970-DB



respondent no.1/Bank refuted the contentions of the appellants.

14. He contended that it was not only the thirty-five (35) days of continuous breach committed by the appellants between 31st July, 2023 and 4th September, 2023, but a continuous breach of eighty-three (83) days between 30th September, 2023 and 22nd December, 2023 which compelled the respondent no.1/Bank to take the step of assigning the Overdraft Facility Account of the appellant no.1/company to respondent no.2/ARC. He further contended that once the thirty (30) days period and sixty (60) days period is breached by the appellants, its Overdraft Facility Account was liable to be termed as SMA-1 and SMA-2 as per the schedule referred to by the learned senior counsel for the appellants. He argued that since the appellants had breached the conditions prescribed for sub-classification as 'SMA-1' and 'SMA-2', the respondent no.1/Bank proceeded with the assignment, which is well within the authority conferred by the Master Directions of the RBI. Learned counsel for respondent no.1/Bank seriously opposed the submission that it had regularised the breach of the appellants of thirty-five (35) days in the first instance. In fact, according to him, the two stages of sub-classification had occurred which were never regularised by the respondent no.1/Bank. Thus, there is no violation of those Directions.

15. That apart, learned counsel for respondent no.1/Bank submitted that the factum of execution of assignment agreement in respect of the Overdraft Account to respondent no.2/ARC was informed to the appellants *vide* its letter dated 2nd April, 2024, despite which no action for redressal or corrective measures were taken by the appellants till 13th

LPA 960/2024

Page 11 of 18



2024:DHC:7970-DB



September, 2024, when the underlying writ petition was filed. He strenuously contended that the appellants were negligent and lackadaisical in resorting to legal measures and permitted the Overdraft Account to be declared as 'NPA' by the respondent no.2/ARC. In such circumstances, he contended that, relief was rightly denied by the learned Single Judge.

16. He stressed that once an account has been declared NPA, there is no alternative left with the borrower except to seek remedies under section 17 of the SARFAESI Act. He brought attention of this Court to the statement of account of the appellants as well as various correspondences on record to demonstrate that continuous breaches were committed by the appellants; despite notice, the assignment agreement was never challenged; the appellants negligently let the account be declared as 'NPA' by respondent no.2/ARC and are now precluded from challenging the very assignment after a lapse of five (5) months from April, 2024 when the appellants were informed of it. He stated that the appeal be dismissed with costs.

17. Learned counsel for respondent no.1/Bank strenuously contended that the submission of the appellants regarding the applicability of either the Master Directions of the RBI or the Notifications of the Central Government in respect of MSME's is not available to the appellants. According to him, the respondent no.1/Bank did not commit any breach of the Master Directions as demonstrated in the preceding paragraphs nor could the notifications of MSME's be made applicable. He stated that for the notifications to be made applicable, the appellants ought to have ensured that it did not let the situation reach a critical stage of

LPA 960/2024

Page 12 of 18



assignment, whereafter, the benefits of revival and rehabilitation could not have been made available by respondent no.1/Bank since the account changed hands. On this count too, he contended that the appeal lacks merits.

ANALYSIS AND CONCLUSIONS:-

18. This Court has heard elaborate and lengthy arguments of Mr. Sibal, learned senior counsel for the appellants, Mr. Suresh Dutt Dobhal for respondent no.1/Bank and Mr. U.N. Singh for respondent no.2/ARC and perused the documents on record.

19. Though the learned Single Judge had merely directed the appellants to approach the appropriate forum under section 17 of SARFAESI Act at the relevant stage, the appellants insisted that the appeal be decided on merits. It is in this background that this Court is constrained to examine the record to the extent necessitated.

20. That having been said, at the outset it would be relevant to appreciate the table of sub-classification of accounts as per para 8.2 of the Part B (1) of the Master Directions dated 1st April 2023, respecting “Framework for Resolution of Stressed Assets”. The same is reproduced hereunder:

“8.2 In the case of revolving credit facilities like cash credit/overdraft, 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



2024:DHC:7970-DB



SMA-2	More than 60 days and up to 90 days
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21. Read plainly, the sub-classification contemplates two situations, (i) that if there is a continuous breach in respect of the account between thirty (30) days to sixty (60) days, such account would be referred as “SMA-1”, (ii) that if there is a continuous breach in respect of the account between sixty (60) days to ninety (90) days, such account would be referred as “SMA-2”. As per para Clause (k) of Directive 9 of the Master Directions dated 24th September, 2021, once the event stipulated in para 8.2 is reached, the loan account would be termed as “stressed loan”. As per Section ‘C’ of Chapter IV to the Directive 73 of Master Direction dated 24th September, 2021, once the account is termed as stressed loan, the bank would be entitled to assign the said loan to an ARC. Consequent thereto, the bank would have walked out of the issue.

22. In the present case, undeniably, the Overdraft account of the appellants breached the limit continuously, in the first instance for thirty five (35) days and in the second instance for a period of eighty three (83) days, thereby completing the sequence provided for in para 8.2. Undoubtedly, thirty-five (35) days of continuous breach occurred between 31st July, 2023 and 4th September, 2023. Likewise, eighty-three (83) days of continuous breach occurred between 30th September, 2023 and 22nd December, 2023. Thus, the appellants not only reached SMA-1, but SMA -2 also. Logically, the account of the appellants could be termed as “stressed loan”. As a fall out, the respondent no.1/Bank would be entitled to assign the loan account to any ARC, which it did by

LPA 960/2024

Page 14 of 18



2024:DHC:7970-DB



assigning the loan account of the appellants to respondent no.2/ARC. Ergo, this Court does not find any breach committed by the respondent no.1/Bank in taking such steps to safeguard and protect its financial and commercial interests.

23. The argument of the appellants that the breach of thirty-five (35) days is deemed to have been regularised on the premise that respondent no.1/Bank had not initiated any action, is unacceptable. This is for the reason that there is no correspondence emanating from the respondent no.1/bank condoning the said breach in specific terms. Thus, in the absence thereof, this Court cannot firmly conclude that the said breach was condoned or regularised by the respondent no.1/Bank. Consequently, the said submission is rejected.

24. So far as the submission that the breach did not qualify as SMA-1 and that the account never reached the stage of SMA-2 and consequently was not a “stressed loan” and the assignment to respondent no.2/ARC would therefore, be illegal and in breach of the Master Directions of the RBI, are concerned, the same is untenable. As noted above, the loan account of the appellants appears to have reached the stage of a “stressed loan”, consequently, entitling the respondent no.1/Bank to assign the said account. In terms whereof, the respondent no.1/Bank assigned the loan to respondent no.2/ARC, which assignment was informed to the appellants by communication dated 2nd April 2024. Thus, the actions of the respondent no.1/Bank do not appear to have violated any condition of the Master Directions.

25. Besides, the timelines obtaining in the appeal also do not convince this Court to take any contrary view. Though, the appellants were

*LPA 960/2024**Page 15 of 18*



2024:DHC:7970-DB



informed of the assignment *vide* the communication dated 2nd April, 2024, they did not take any concrete step to safeguard their interests. It is apparent from the timelines and the chronological events, that the appellants never challenged the assignment until the loan account was declared 'NPA' by the respondent no.2/ARC in exercise of its commercial interests. So much so, that the appellants never took any step against the demand notice dated 10th April, 2024 and notice dated 29th July, 2024 under section 13(2) of SARFAESI Act issued by the respondent no.2/ARC. The factum of declaration of the account as NPA as on 28th June, 2024 was communicated to the appellants on 6th July, 2024. Even thereafter the appellants did not take any steps. Being lost in slumber, the appellants cannot now be heard to contend that the assignment was illegal or that it was violative of the Master Directions of the RBI. The aforesaid observations would become clearer as per the following timeline drawn up:-

TIMELINE

30.12.2014	Appellant no.1 incorporated under Companies Act, 1956	Annex P1; Pg.139
30.12.2014	Registered under MSMED Act, 2006	Annex P2; Pg. 140
10.08.2018	Sanction of Overdraft Facility (Rs. 2 crores)	Annex. P4 (colly); Pg. 171
14.08.2018	Execution of Overdraft Facility Agreement between the respondent no.1/Bank and the appellant no.1/company.	Annex. P4 (colly); Pg. 144
17.03.2021	Sanction of enhancement of overdraft limit (Rs. 5 crores) – on application dated 01.01.2021	Annex. P4 (colly); Pg. 178
12.10.2022	Sanction of enhancement of overdraft limit (Rs. 8 crores) – on application dated 01.09.2022	Annex. P4 (colly); Pg. 193

LPA 960/2024

Page 16 of 18



2024:DHC:7970-DB



02.04.2024	Respondent no.1/Bank's letter intimating assignment of debt to Respondent no.2/ARC (assignment agreement dt. 30.03.2024)	Annex. P5; Pg. 226
10.04.2024	Respondent no.2/ARC's demand letter for outstanding dues (Rs. 8,17,99,000/- within 30 days)	Annex. P10; Pg. 364
06.07.2024	Respondent no.2/ARC's letter declaring A's account as NPA as on 28.06.2024	Annex. P11; Pg. 365
29.07.2024	Appellants cease & desist notice (not to initiate any proceedings)	Annex. P12; Pg. 367
29.07.2024	Respondent no.2/ARC's notice under section 13(2) of SARFAESI Act. (Rs. 8,41,55,800 within 60 days)	Annex. P13
02.08.2024	Appellant's notice of objections under Section 13(3A) of SARFAESI Act.	Annex. P14 (colly); Pg. 374
09.08.2024	Respondent no.1/Bank's reply to cease & desist notice	Annex. P15' Pg. 388
12.08.2024	Respondent no.2/ARC's reply to Appellant's objection notice (no valid grounds for withdrawal of Demand notice)	Annex. P16; Pg. 391
13.09.2024	Appellants filed underlying Writ Petition	
18.09.2024	Learned Single Judge dismissed the underlying writ petition	Annex. A; Pg. 72

26. The submission regarding violation by the respondent no.1/Bank of the mandate of Circulars issued by the Central Government and reliance upon the judgement of the Supreme Court in *Pro Knits (supra)* in support thereof is misplaced. The said mandate, even if this Court were to agree with the appellants, would be applicable before the execution of the assignment agreement and not subsequently. Keeping in view the fact that the appellants were lackadaisical in protecting their interests at the appropriate time, this argument cannot be countenanced at this stage. As seen and noted above, the appellants let the things come to a pass where the loan account was not only assigned to respondent no.2/ARC but waited till it was declared NPA and thereafter approached

LPA 960/2024

Page 17 of 18



2024:DHC:7970-DB



this Court *vide* the underlying writ petition only in the month of September, 2024. In view of the facts as noted, this Court is of the view that there was no occasion for respondent no.1/Bank to comply with the Circulars of the Central Government issued on 29th May, 2015, 17th March, 2016 and 21st July, 2016. Similarly, on the same premise, the ratio in ***Pro Knits (supra)*** would not be applicable.

27. So far as the argument that the appellants would not be able to argue the alleged illegality of assignment of the loan account in an application under section 17 of SARFAESI Act is concerned, it is the appellants who are to blame for it. Once the account is declared as NPA, the procedures following such declaration have to be mandatorily complied with, including the redressal of any grievance of the appellants in respect thereto. As and when such stage is reached, the appellants would have their remedies in law to avail of.

28. In view of the aforesaid, the present appeal alongwith pending applications is dismissed with no order as to costs.

TUSHAR RAO GEDELA, J

MANMOHAN, CJ

OCTOBER 16, 2024/rl