



W.P. No.5608 of 2020

IN THE HIGH COURT OF JUDICATURE AT MADRAS

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DATED: 26.02.2025

CORAM

THE HONOURABLE MR.K.R.SHRIRAM, CHIEF JUSTICE
AND
THE HONOURABLE MR.JUSTICE MOHAMMED SHAFFIQ

W.P. No.5608 of 2020
and W.M.P. Nos.6700 of 2021, 6563 and 6564 of 2020

1.Lotus Hospital and Research Centre Ltd.,
Rep. By its Managing Director,
Dr.E.K.Sagadhevan,
No.90, Thayumanavar Sundaram Street,
Poonadurai Road, Erode-638 002.

2.Dr.E.K.Sagadhevan
3.Dr.E.S.Usha
4.Dr.Shanthi Selvan
5.Mr.K.Jayakrishnan

... Petitioners

Vs.

1.M/s.Housing and Urban Development Corporation Ltd.,
“HUDCO BHAVAN”, India Habitat Centre,
Lodhi Road, New Delhi-110 003.
Regional Office at
5th Floor, CMDA Tower-II,
No.1, Gandhi Irwin Road, Egmore,
Chennai-600 008.
Through its Authorised Signatory and
Joint General Manager (Law), R.Murugesan.



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2.The Registrar,
Debts Recovery Appellate Tribunal,
Chennai-600 008.

... Respondents

PRAYER: Petition under Article 226 of the Constitution of India seeking issuance of a writ of Certiorarified Mandamus calling for the records of the impugned order dated 19.12.2019 passed in R.A.No.102 of 2019 on the file of the 2nd Respondent and quash the same and consequently confirm the order dated 05.10.2018 passed in O.A.No.156 of 2013, Debt Recovery Tribunal, Chennai.

For Petitioner	: Mr.Om Prakash Senior Advocate for M/s.Ramalingam and Associates
For Respondents	: Mr.M.Vaidhiyanathan (For R1) R2- Tribunal

ORDER

(Order of the Court was made by Mohammed Shaffiq, J.)

The present writ petition is filed challenging the impugned order in R.A.No.102 of 2019 dated 19.12.2019 of the Debt Recovery Appellate Tribunal (DRAT), on the premise that it suffers from manifest arbitrariness inasmuch as it affirms the action of the 1st respondent financial institution in resiling/reneging its offer/promise.



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2. The 1st petitioner proposed to establish an Hospital at Erode with a view to provide better medical care in Rural area. The project cost was estimated at Rs. 20 Crores. The first respondent came forward to fund the petitioner hospital under the “*Rural Infrastructure Development Scheme*” envisaged by the first respondent. In terms of the said Scheme the 1st respondent was to fund projects including hospitals for development of rural infrastructure, with a condition that the project/establishment would provide for certain concessions, one of them being that such hospital would provide 20% of the beds free of cost to rural public. The first respondent granted a loan of Rs.827.95 lakhs for construction of 100 bedded multi-speciality hospital at Kasipalayam, Erode. The petitioner executed necessary documents including mortgage deed as security for the loan advanced by the 1st respondent. While, petitioners 2 to 4 (1st petitioner is the Managing Director; 2nd petitioner is a Doctor and wife of the 1st petitioner, petitioners 3 and 4 are the Directors of the 1st petitioner), executed personal guarantee in favour of the 1st respondent.

3. The petitioner due to a variety of reasons *inter alia* including



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financial bottlenecks, non availability of adequate finance at the right time, policy measures introduced by the government which according to the petitioner had a negative impact, rendered the project itself unviable. As a consequence, there were defaults made by the petitioner in servicing/repayment of the loans obtained, which is not in dispute.

4. In view of the above default, the first respondent took measures to recover the loan amount. The first respondent filed an Original Application in O.A. No.276 of 2003, renumbered as (O.A.No.156 of 2013) on the file of Debts Recovery Tribunal, Chennai, seeking to recover a sum of Rs. 11,42,30,870/- together with interest @16.5% per annum with quarterly rests. The first respondent herein invoked provisions of SARFAESI Act, which was challenged by the petitioner in S.A.No.167 of 2013. The Tribunal was pleased to grant a stay on condition that the petitioner deposits a portion of the claim amount. Accordingly, the petitioner paid a sum of Rs.8.27 crores to the 1st respondent on 6 dates commencing from 4.5.2006 and ending on 1.7.2013. The petitioner filed a Counter Claim in the above said OA to which the 1st respondent had filed its reply. However, in view of the promise stated to have been made by the 1st respondent herein to



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consider the OTS proposal, and with a view to settle the matter, the petitioner withdrew the Counter Claim.

5. The Debts Recovery Tribunal vide order dated 05.10.2018 found that the respondent bank is entitled for a recovery certificate as against petitioners 1 to 5 for a sum of Rs.11,42,30,870/- together with interest @ 9% (simple), till the date of realization. Pursuant to the final order, a Debt Recovery Certificate in DRC No.129/2018 dated 27.11.2018 was issued determining the amount payable at Rs.17,11,47,281.05.

6. The petitioner vide Email dated 11.11.2018, expressed their intent to discharge the certified amount by making RTGS and requested the respondent bank to send the account details necessary for making RTGS. The respondent bank vide its communication dated 20.11.2018, stated that in view of the petitioners' intention to discharge the outstanding due amount as per the DRT final order, the competent authority of the respondent bank had accorded "*in principle approval*", for acceptance of the final order dated 05.10.2018, provided the petitioner clears the entire dues within 7 days from the date of receipt of the letter, failing which, the



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respondent bank would prefer appeal, praying for contractual rate of interest on pendente lite/post decree on the decreed amount. The petitioner vide its email dated 28.11.2018 stated that it would comply with the above mentioned DRT order and recovery certificate without prejudice to its rights. Petitioner also agreed to pay the decreed amount/recovery certificate amount in terms of the order dated 05.10.2018 in OA No.156 of 2013, while transferring/paying a sum of Rs.5 lakhs to verify the RTGS/NEFT details, provided by the Respondent Bank. Thereafter, the respondent bank vide its email dated 28.11.2018, while acknowledging the receipt of Rs. 5 lakhs “in part compliance” of its undertaking/offer vide letter dated 20.11.2018 called upon the petitioner to remit 17,26,65,040/- with an additional amount of Rs.28,167/- for each day's delay after 20.11.2018. The respondent also suggested in the said Email dated 28.11.2018 that the petitioner makes substantial payment by 29.11.2018. Pursuant thereto, petitioner made a payment of Rs.10 Crores on 29.11.2018 and Rs 7.15 Crores was paid on 01.12.2018, in all amounting to Rs.17.20 Crores. The respondent bank vide its email dated 11.12.2018, while acknowledging receipt of the above payments indicated that there is still a small difference to be paid by the petitioner. The said difference was also paid by



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the petitioner on 21.01.2019, which included the legal expenses. It is submitted the entire amount due as per DRC No.129 of 2018, amounting to Rs.17,29,87,136/- was paid on the following dates:

S.No.	Date	Amount in Rs.	UTR No.
1.	28.11.2018	5,00,000.00	CORPH18332669968
2.	29.11.2018	10,00,00,000.00	CORPR220181129006655 17
3.	01.12.2018	7,15,00,000.00	CORPR220181201005961 17
4.	21.01.2019	9,87,136.00	CORPH19021677117

7. The petitioner filed a Memo before the Recovery Officer of the Tribunal to record full satisfaction of DRC No.129 of 2018. The first respondent appeared before the Recovery Officer on 02.04.2019, after confirming the receipt of payment of Rs.17,29,87,126/- filed a Memo before the Recovery Officer stating that there is still a difference of Rs.8,60,734/- representing expenses incurred towards insurance, legal fees, news paper publication, etc. to be paid by the petitioner. It was submitted that the above expenses were left out and an application was filed to amend the cost memo. Importantly, it was also stated that an appeal has been preferred before the DRAT against the order of the Tribunal viz., DRT in OA No.156



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of 2013 dated 05.10.2018.

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8. It was only then the petitioner got to know of the fact that the first respondent had preferred an appeal before the DRAT in AIR No.122 of 2019 (R.A.No.102 of 2019) against the order dated 05.10.2018 praying for revision/enhancement of interest to the contractual rate. The petitioner paid the remaining sum of Rs.8,75,000/- on 03.04.2019.

9. The DRAT vide impugned order dated 19.12.2019, while recording that the respondent bank had agreed to receive the dues, still proceeded with the appeal challenging the rate of interest and allowed the appeal by enhancing the rate of interest to 12 % per annum on finding that the rate of interest fixed at 9% per annum was on the lower side. The only reason which is set out in the order of DRAT while entertaining the prayer of the respondent bank for enhanced rate of interest was that it would serve public interest nor can there be any estoppel. The impugned order also finds that the bank cannot be faulted to receive the amount towards settlement of dues, on the premise that the first priority of any banker/financial institution is to receive any amount offered/made available.



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WEB COPY 10. It is this order of the Appellate Tribunal, which is the subject matter of challenge in the present writ petition *inter alia* on the following premise viz.,

a) The Debt Recovery Appellate Tribunal failed to consider the fact that the entire due amount has been paid to the respondents as ordered by the Debt Recovery Tribunal -III as per the DRC and hence no appeal will lie after the payment having been made in full.

b) The Debt Recovery Appellate Tribunal ought to have considered the fact that the petitioners have even paid in excess of the DRC amount to the first respondent

c) The Debt Recovery Appellate Tribunal failed to consider the fact that the first respondent had already received the said amount as mentioned in the DRC, but still not returned the original loan documents.

11. On the other hand, learned counsel for the respondent would reiterate the reasoning of the Tribunal and would submit that as found by the Tribunal, the first priority of any bank/financial institution is to receive any amount, which the borrower comes forward to pay, and public interest



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would enable the banker/financial institutions to thereafter resile/renege on promise/agreement/settlement made by such financial institutions/banker.

12. We are unable to concur with the reasoning of the DRAT. We may have to run through the facts once again to see the manifest arbitrariness, unfairness in the action of the respondent Bank in resiling/renege from its promise on the basis of which the petitioner arranged its affairs including arranging for the sums agreed upon by the respondent to put an end to the litigation and resolve the issue.

(a) After and consequent to the order of the DRT in OA No. 276/2003 (Renumbered as O.A.No.156 of 2013) dated 05.10.2018, and pursuant to which a Debt Recovery Certificate (DRC) dated 27.11.2018 was issued showing a sum of Rs.17,11,47,281.05/- as due and payable by the petitioners herein, the petitioner as narrated supra had made payments in excess of the amount mentioned in DRC, in view of the promise made by the respondent bank that it had obtained an “*in principle approval from the Competent Authority*” to settle the issue on the basis of the DRT Order dated 05.10.2018.

(b) Though repetitive, it may be relevant rather necessary to refer to



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Emails and Correspondence, which prompted the petitioner to make the payment and discharge its dues in terms of DRC dated 27.11.2018.

i) The petitioner had vide its email dated 11.11.2018 expressed its intent to discharge the certified amount in terms of DRC dated 27.11.2018 by making RTGS to the respondent account towards satisfaction of its liability in terms of order of the DRT. In response, the respondent bank vide email dated 12.11.2018 furnished details of outstanding at Rs.17,20,48,610/-, notwithstanding the respondent's right to prefer an appeal. Importantly, the respondent vide communication dated 20.11.2018 addressed to the petitioner stated that the Competent authority of HUDCO has accorded “*in principle approval for acceptance of the final order dated 05.10.2018*” and required the petitioner to pay the entire dues within 7 days from receipt of the said letter dated 20.11.2018. The relevant portion of the above emails and the communications is extracted hereunder:

i) Email dated 12.11.2018:

In accordance with the order dated 05.10.2018, passed by Hon'ble DRT -3 Chennai in OA No.156 of 2013, we intend to discharge the certified amount by making RTGS to your account towards satisfaction of our liability. Hence we request you to kindly send the HUDCO account details necessary for RTGS

ii) Email dated 12.11.2018:



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” The above Bank details as sought by you are furnished notwithstanding HUDCO's right to prefer appeal before higher forum for seeking appropriate relief for recovery of contractual dues. The cost memo filed by HUDCO for an amount of Rs.17,20,48,610/- (Rupees Seventeen Crores Lakhs Forty Eight Thousand Six Hundred and Ten only) as on 31.10.2018 in compliance to DRT order is enclosed.”

iii) Email dated 20.11.2018:

“In view of your intention to discharge the outstanding dues amount as per the DRT final order, the Competent Authority of HUDCO has now accorded in-principle approval for acceptance of the final order dated 05.10.2018 passed by the Hon'ble DRT subject to the condition that M/s.Lotus Hospitals and Research Centre Ltd., clears the entire dues within 7 (Seven) days from the date of receipt of this letter, failing which HUDCO shall prefer appeal before Hon'be DRAT praying for contractual rate of interest on pendente lite/post decree on the OA decreed amount and also simultaneously proceed for execution of the DRT final order dated 05.10.2018, before the Recovery Officer, DRT, Chennai.

Accordingly, the total dues payable s on 20.11.2018 works out to Rs.17,26,65,040/- (Rupees Seventeen Crores Twenty Six Lakhs Sixty Five Thousand Forty Only), calculation sheet enclosed. You may add an amount of Rs.28,167/- (Rupees Twenty Eight Thousand One Hundred and Sixty Seven only) for every additional day beyond 20.11.2018 till the date of payment, which should be within seven days from the date.



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of receipt of this letter.”

(emphasis supplied)

(iv) Pursuant to the above communication, the petitioner paid a sum of Rs.5 lakhs to verify the RTGS/NEFT details provided on 28.11.2018. The respondent bank while acknowledging the above payment vide its email dated 28.11.2018 as part compliance, called upon the petitioner to remit a sum of Rs.17,26,65,040/- within 7 days from 28.11.2018, while indicating that the petitioner would be liable to pay additional amount of Rs.28,167/- for each day's delay beyond 20.11.2018. The respondent bank also suggested that the petitioner makes substantial payment by 29.11.2018. The relevant portion of the email dated 28.11.2018 of the petitioner and the email in response by the respondent is extracted hereunder:

E-mail dated 28.11.2019:

“We acknowledge the receipt of Rs.5,00,000/- (Rupees Five Lakhs only) in our CA no.00000036015854586 maintained at SBI, CAG-II (17313), New Delhi – 110 001 on 28.1.2018, in part compliance of this office letter dated 20.11.2018, calling upon you to remit a sum of Rs.17,62,65,040/- (Rupees Seventeen Crores Twenty Six Lakhs Sixty Five Thousand and Forty only) within seven days from the date of receipt of our letter, with additional amount of Rs.28,167/- per day beyond 20.11.2018.

As already intimated to you, the Competent Authority of HUDCO has approved only a period of seven days to clear the



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balance dues from the date of receipt of our letter dated 20.11.2018 failing which HUDCO shall prefer appeal before the DRAT.

You are requested to make substantial payment by 29.11.2018 i.e. before expiry of seven days from the date of receipt of our letter dated 20.11.2018, so that we can take up your request received vide email dated 28.11.2018 for settling the balance dues by Monday i.e. 03.12.2018 with the competent authority of HUDCO.”

(emphasis supplied)

(v) The petitioner paid a sum of Rs.10 Crores to the respondent bank on 29.11.2018 and another sum of Rs.7.15 Crores on 01.12.2018. Thereafter on 03.12.2018 the petitioner sought for clarifications regarding any difference amount, which needs to be paid in addition to Rs. 17.20 Crores paid already. The respondent Bank in response vide its email dated 11.12.2018, stated that there is still certain payment to be made. The petitioner paid a sum of Rs.9,87,136/- on 21.01.2019 i.e., difference to be paid according to the respondent. The petitioner vide its email dated 23.01.2019, indicated that the entire amount due to the respondent bank has been paid and in addition thereto the legal expenses had also been paid and requested the bank to release the security at the earliest. Thereafter, a Memo recording full satisfaction was filed by the petitioner before the DRT in March, 2019. While so, the petitioner was informed that a further sum of



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Rs.8,60,734/- is still due and that the respondent bank had preferred an appeal against the order dated 05.10.2018 for revision of interest at contractual rates before the DRAT in A.I.R. No.122 of 2019.

(vi) The above sequence of events would show that the petitioner had come forward with this settlement offer with a view to put an end to litigation. Importantly, the petitioner had made the payments pursuant to the respondent bank stating that the competent authority of HUDCO had accorded an *“in-principle approval for acceptance of the final order dated 05.10.2018”*, thereby driving the petitioner to alter its position and make the above payment of Rs.17 Crores and odd within a week.

(vii) Viewed in the backdrop of the above facts there is no doubt in our mind that the action of the respondent in resiling/renegeing from the promise smacks of manifest arbitrariness and unfairness. If so, court in exercise of its power under Article 226 would strike at it for it is trite that every action of the respondent bank, and in this case it is also a public sector enterprise fully owned by the Government of India and may be called in this case even an instrumentality of State, must be guided by fairness and



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must satisfy the test of reasonableness. In this regard it may be relevant to

refer to the decision of the Supreme Court in ***Food Corporation of India v.***

Kandhenu Cattle Feed Industries¹, wherein it was held as under:

“7. In contractual sphere as in all other State actions, the State and all its instrumentalities have to conform to Article 14 of the Constitution of which non-arbitrariness is a significant facet. There is no unfettered discretion in public law : A public authority possesses powers only to use them for public good. This imposes the duty to act fairly and to adopt a procedure which is ‘fairplay in action’. Due observance of this obligation as a part of good administration raises a reasonable or legitimate expectation in every citizen to be treated fairly in his interaction with the State and its instrumentalities, with this element forming a necessary component of the decision-making process in all State actions. To satisfy this requirement of non-arbitrariness in a State action, it is, therefore, necessary to consider and give due weight to the reasonable or legitimate expectations of the persons likely to be affected by the decision or else that unfairness in the exercise of the power may amount to an abuse or excess of power apart from affecting the bona fides of the decision in a given case. The decision so made would be exposed to challenge on the ground of arbitrariness. Rule of law does not completely eliminate discretion in the exercise of power, as it is unrealistic, but provides for control of its exercise by judicial review.”

1. (1993) 1 SCC 71



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viii) Yet another reason why we would not want to give the imprimatur of this Court to the impugned order of the DRAT, is that it would introduce uncertainty and litigation would lack finality, a principle based on public policy. In this regard it may be relevant to refer to the decision of the Supreme Court in the case of ***M.Nagabhushana and others v. State of Karnataka***², wherein, while dealing with finality of orders of court, the following observations were made. The relevant portion of the aforesaid judgment of the Supreme Court is extracted hereunder :

“13. That principle of finality of litigation is based on the high principle of public policy. In the absence of such a principle great oppression might result under the colour and pretence of law inasmuch as there will be no end of litigation and a rich and malicious litigant will succeed in infinitely vexing his opponent by repetitive suits and actions. This may compel the weaker party to relinquish his right. The doctrine of res judicata has been evolved to prevent such an anarchy. That is why it is perceived that the plea of res judicata is not a technical doctrine but a fundamental principle which sustains the rule of law in ensuring finality in litigation. This principle seeks to promote honesty and a fair administration of justice and to prevent abuse in the matter of accessing court for agitating on issues which have become final between the parties.”

ix) The above principle would apply a fortiori inasmuch as pursuant to the order of Tribunal in O.A.No.156 of 2013 dated 05.10.2018,
2. (2011) 3 SCC 408



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settlement was arrived at with a view to put an end to litigation which the respondent Bank has resiled/renegeed in cavalierly fashion.

x) It may also be relevant to refer to the judgment of the Supreme Court in ***Plasto Pack v. Ratnakar Bank Limited***³, wherein the manner in which Banks are to conduct itself in considering settlement proposal has been explained. The relevant portion is extracted hereunder:

“12. By order dated 3-3-1995 relief (a) set out in the plaint was granted “as it was”, without specifying the exact decretal amount and the rate of interest allowed by the Court. Such of the prayers as were not granted by decree dated 3-3-1995 would be deemed to have been refused and to that extent the suit shall be deemed to have been dismissed. More than two years and eight months later the Court could not have, on a mere notice of motion, substituted almost a new decree in place of the old one by granting such reliefs as were not granted earlier and that too without noticing the defendant-appellants. As held in K. Rajamouli v. A.V.K.N. Swamy [(2001) 5 SCC 37] power to amend a decree cannot be exercised so as to add to or subtract from any relief granted earlier. A case for setting aside the decree was earlier made out. In the facts and circumstances of the case the Division Bench ought to have taken a liberal view of the events and entertained the appeal for consideration on merits by condoning the delay in filing the same. However, that was not

3. (2001) 6 SCC 683



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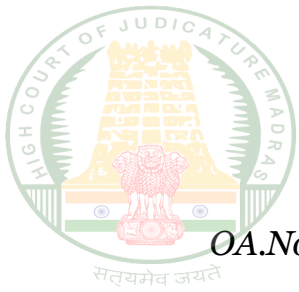


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done. We are satisfied that grave injustice has been done to the appellants by denying them an opportunity of hearing and contesting the suit on its merits. We are also of the opinion that the respondent Bank ought to have taken a reasonable stand and should have sympathetically considered the proposal of the appellants which was not lacking in bona fides and in the interest of avoiding litigation and early recovery of outstanding debts the respondent should have compromised the suit. Even if the appellants' proposal was not acceptable to the respondent, at least a counter-proposal should have been made in which case an across-the-table discussion between the parties with the assistance of their learned counsel would have brought out a mutually accepted resolution and an end to the litigation. We are constrained to observe that this litigation is being perpetuated because of the unreasonable and rigid attitude of the respondent Bank.

(emphasis supplied)

c) In view of the above judgments of the Supreme Court, the conduct of the respondent bank clearly fails the test of fairness. We say so, while conscious of the fact that the court under Article 226 of the Constitution cannot compel acceptance of settlement by a bank, however, here the respondent bank had on its volition accepted the settlement offer by the petitioner and made the petitioner alter its position by stating that it had obtained “*in-principle approval to accept the order of the Tribunal in*



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OA.No.156 of 2013 dated 05.10.2018” and after receiving the entire amount in terms of the Debt Recovery Certificate in DRC No.129 of 2018 dated 27.11.2018 has proceeded to file an appeal, which is manifestly arbitrary and unfair thereby falls foul of Article 14 of the Constitution.

d) Settlement between the petitioner and the banker is in the nature of a contract⁴. If so, the conduct of the respondent bank would also fall foul of the Doctrine of approbate and reprobate. It is trite law that no one can approbate and reprobate and anyone who has accepted with full knowledge or notice of facts, benefits under a transaction which he might have rejected or contested, cannot question the transaction or take up an inconsistent position qua the same⁵. This principle has to be applied with more vigour as a common law principle, if such a party actually enjoys the one part fully and on near completion of the said enjoyment, thereafter questions the other part. An element of fair play is inbuilt in this principle⁶.

4. Mahesh Bharathan vs. Bank of Baroda and Ors. (23.01.2018 - MADHC) : MANU/TN/2249/2018

5. Bharti Cellular Ltd. v. Union of India ; (2010) 10 SCC 174 ; City Montessori School v. State of U.P.; [(2009) 14 SCC 253]; New Bihar Biri Leaves Co. v. State of Bihar ;[(1981) 1 SCC 537] ;R.N. Gosain v. Yashpal Dhir ;[(1992) 4 SCC 683]

6. Shyam Telelink Ltd. vs. Union of India, (2010) 10 SCC 125



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13. It may also be relevant to refer to the judgment of the Apex Court

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wherein it was held as under:

“ 27.2....

23...It is settled proposition of law that once an order has been passed, it is complied with, accepted by the other party and derived the benefit out of it, he cannot challenge it on any ground. (Vide Maharashtra SRTC v. Balwant Regular Motor Service [AIR 1969 SC 329].) In R.N. Gosain v. Yashpal Dhir [(1992) 4 SCC 683] this Court has observed as under : (R.N. Gosain case [(1992) 4 SCC 683], SCC pp. 687-88, para 10) ‘10. Law does not permit a person to both approbate and reprobate. This principle is based on the doctrine of election which postulates that no party can accept and reject the same instrument and that ‘a person cannot say at one time that a transaction is valid and thereby obtain some advantage, to which he could only be entitled on the footing that it is valid, and then turn round and say it is void for the purpose of securing some other advantage’.

25.....A party cannot be permitted to “blow hot and cold”, “fast and loose” or “approbate and reprobate”. Where one knowingly accepts the benefits of a contract or conveyance or an order, is estopped to deny the validity or binding effect on him of such contract or conveyance or order.”

7. (2022) SCC Online SC 1706



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(emphasis supplied)

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14. From the above discussion, it is clear that the reasoning of the appellate tribunal that public interest requires that interest must be enhanced to 12% per annum and thus the respondent bank is justified in resiling/renegeing its promise is unjustified inasmuch as it would result in creating an atmosphere of mistrust and promote unfairness in action of State instrumentalities and would also fall foul of the Doctrine of Approbate and Reprobate founded on equity and fairness.

15. Before proceeding we must add, if we accept what Debt Recovery Appellate Tribunal has stated, it would amount to giving our imprimatur to persons to make a commitment, enter into an agreement and make the other party comply and then renege what has been committed. This would only encourage dishonesty. The order of the Debt Recovery Appellate Tribunal is thus liable to be set aside.

16. Petition is allowed. Order of the Debt Recovery Appellate Tribunal dated 19.12.2019 is quashed and set-aside. W.M.P.No.6563 of 2020 filed by



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petitioners to permit them to join together and file a single writ petition is allowed, inasmuch as they have paid separate court-fee. The other interim applications are closed. There shall be no order as to costs.

(K.R.SHRIRAM, C.J)

(MOHAMMED SHAFFIQ, J.)

26.02.2025

Index : Yes/No

NC : Yes/No

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To:

1.The Authorised Signatory and
Joint General Manager (Law),
Housing and Urban Development Corporation Ltd.,
“HUDCO BHAVAN”, India Habitat Centre,
Lodhi Road, New Delhi-110 003.
Regional Office at
5th Floor, CMDA Tower-II,
No.1, Gandhi Irwin Road, Egmore,
Chennai-600 008.

2.The Registrar,
Debts Recovery Appellate Tribunal,
Chennai-600 008.



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THE HON'BLE CHIEF JUSTICE
AND
MOHAMMED SHAFFIQ.J.

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