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

\+ W.P.(C) 8391/2023

GUPTA PROMOTERS PVT. LTD. .....Petitioner

Through: Mr. Vijay Nair and Mr. Arpit Dwivedi, Advs.

versus

PUNJAB NATIONAL BANK .....Respondent

Through: Mr. S.K. Sharma and Mr. Kailash Sharma, Advs.

CORAM:
HON'BLE MR. JUSTICE VIKAS MAHAJAN

<u>O R D E R</u>

% 26.08.2025

1. The present petition has been filed seeking following reliefs:

"a) Pass a writ, order or direction in the nature of a mandamus to the Respondent Bank to forthwith release the Petitioner's FDRs along interest accrued till the date of disbursal;

b) Pass a writ, order or direction in the nature of a mandamus to the Respondent Bank to forthwith pay a sum of Rs. 9,60,618/-. along with interest to the Petitioner."

2. Mr. Vijay Nair, learned counsel appearing on behalf of petitioner, on instructions, submits that petitioner is not pressing for the relief in Clause (b) of the prayer clause and is confining relief only to the one claimed in Clause (a) of the prayer clause *viz.*, the release of petitioner's FDRs along with interest accrued thereon.

3. He submits that petitioner had furnished 10 fixed deposits amounting to Rs.3,85,56,561/- as margin money towards issuance of bank guarantees

by respondent/bank at the instance of petitioner.

4. He submits that the bank guarantees issued by respondent bank have been returned by the petitioner and, therefore, the fixed deposits which were given as margin money needs to be returned to petitioner.

5. Mr. S.K. Sharma, learned counsel appearing on behalf of respondent/bank submits that though the bank guarantees have been returned by petitioner, however, respondent/bank has retained said fixed deposits since directors of petitioners are also directors in another company namely, Gupta Exim India Pvt. Ltd., which still owes substantial amount to respondent/bank.

6. Mr. Nair submits that respondent/bank cannot withhold the 10 fixed deposits which have been furnished by petitioner company for the reason that a group company of petitioner owes substantial amount to respondent/bank.

7. In support of his submission, he has placed reliance on the decision of the Co-ordinate Bench of this Court in ***Indus Sor Urja Private Limited v. Indian Bank, 2024 SCC OnLine Del 1586***. In the said decision, this Court in somewhat similar circumstances had observed as follows:

> *"16. Thus, it is apparent that the Term Loan, for which the subject property had been mortgaged, has been closed by repayment of the entire outstanding sum. The respondent-bank itself has issued a No Dues Certificate dated 01st November, 2022 confirming that the entire loan stands repaid and that it has no objection in release of the charge over the subject property. Accordingly, there is no basis in law or in facts for the respondent-bank to not handover the original title deeds of the mortgaged property to the petitioner.*
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> *17.* ***Once the entire loan stands repaid and the loan account is closed, the security given in the form of the subject property, has***

***to be released. The respondent-bank cannot continue to withhold the security. This action of the respondent-bank is without any authority of law**."*

(emphasis supplied)

8. However, on a query posed by the Court to Mr. Sharma, he fairly concedes that insofar as petitioner company is concerned, it does not owe any money to respondent/bank and even NOC has been issued.

9. In that view of the matter and in light of the law exposited in ***Indus Sor Urja Private Limited*** (supra), this Court is of the considered view that the present petition deserves to be allowed. It is ordered accordingly.

10. Consequently, respondent/bank is directed to release 10 fixed deposits amounting to Rs.3,85,56,561/- to petitioner along with interest accrued thereon within a period of four weeks from today.

11. The petition stands disposed of in the aforesaid terms.

VIKAS MAHAJAN, J

AUGUST 26, 2025

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