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

\+ W.P.(C) 5887/2025

ASIAN HOTELS NORTH LIMITED .....Petitioner

Through: Mr. Rajiv Nayar, Sr. Adv. Mr. Sidhant Kumar, Ms. Manyaa Chandiok, Ms. Ehsha Kashyap, Ms. Anshita Saxena, Dr. Joginder Singh, Ms. Molly Agarwal, Dr. Rajeshwar Singh, Mr. Kaushal Kumar and Mr. Pratyush Shrivastava, Advs.

versus

BANK OF MAHARASHTRA .....Respondent

Through: Mr. N. Venkatraman, Sr. Adv. (ASG) with Mr. Nishant Awana, Mr. Abhishek Singh, Advs. with Mr. Gaurav Tyagi, DGM (Legal) and Mr. Vaibhav Yadav, Chief Manager for Bank of Maharashtra
Mr. Siddharth Yadav, Sr. Adv. with Mr. Apoorv Agarwal, Ms. Ritika Gusain and Ms. Jahnvi Gupta, Advs. for Exclusive Capital Limited.

CORAM:
HON'BLE MR. JUSTICE VIKAS MAHAJAN

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

% 05.05.2025

<u>CM APPL. 26853/2025 (exemption)</u>

1. Allowed, subject to all just exceptions.

2. Application stands disposed of.

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3. The present petition has been filed seeking following relief:

> *"a. Issue a writ of mandamus or any other appropriate writ, directing the Respondent to forthwith issue a No-Dues Certificate to the Petitioner, in terms of the OTS Agreement dated 24 January 2025;*
>
> *b. Issue a writ of mandamus or any other appropriate writ, directing the Respondent to forthwith release all charges over any of the properties and assets of the Petitioner, in terms of the OTS Agreement 24 Jan 2025;*
>
> *c. Issue a writ of mandamus or any other appropriate writ, directing the Respondent to comply with its undertakings and obligations under the OTS Agreement 24 January 2025; and"*

4. The case as set out in the present petition is that the petitioner had availed the credit facilities from the respondent/bank on terms enumerated in the sanction letter dated 15.05.2015 (as amended on 29.07.2015) and the loan agreement dated 30.07.2025.

5. Subsequently several dispute arose between the petitioner and respondent which formed the subject matter of the civil suit bearing CS (COMM) 128/2022 which was filed by the petitioner in this Court.

6. During the pendency of the suit, the petitioner submitted a proposal to the respondent, offering to settle the outstanding dues owed to it as a one-time settlement amount. Accordingly, the parties entered into a one-time settlement agreement dated 24.01.2025 (OTS Agreement) [Annexure P-2] towards full and final settlement of disputes in relation to loan facilities, for an amount of Rs.2,63,45,00,000/-.

7. Under the OTS Agreement, it was *inter alia,* agreed between the

parties that upon the payment of the total settlement amount: (i) the respondent shall issue a No-Dues Certificate to the petitioner; (ii) the respondent shall release the charges on securities submitted by the petitioner; and (iii) the petitioner shall unconditionally withdraw the aforesaid suit filed by it against the respondent before this Hon'ble Court.

8. Mr. Rajiv Nayar, learned senior counsel appearing on behalf of the petitioner submits that the in terms of OTS Agreement payment was duly made to the respondent/Bank of Maharashtra on 21.03.2025 and subsequently, the civil suit i.e. CS(COMM) 128/2022 was also withdrawn *vide* order dated 08.04.2025. A perusal of the said order which is at Annexure P-6 shows that the suit filed by the petitioner was dismissed as withdrawn.

9. In view of the above, issue notice.

10. Mr. Nishant Awana, learned counsel for the respondent/Bank accepts notice.

11. Mr. N. Venkatraman, the learned Additional Solicitor General appearing on behalf of respondent/bank submits that the OTS settlement was issued based on the policy guidelines of the respondent/bank and the same was cleared by the Special Committee of Board which included the RBI nominee and an Independent Director.

12. He also states that the settled OTS amount has been received and the suit also stands withdrawn, in terms of the OTS Agreement.

13. Undisputedly, the petitioner has performed all its obligation under the OTS Agreement including the withdrawal of the suit which was pending before this Court. Therefore, there appears no legal impediment precluding the respondent from issuing the No-Dues Certificate and releasing the

charges on the securities of the petitioner.

14. In view of the above, the present petition is allowed and the respondent/bank is directed to issue No-Dues Certificate to the petitioner, in terms of the OTS Agreement dated 24.01.2025. The respondent/bank is further directed to forthwith release all charges over the properties and assets of the petitioner, in terms of the OTS Agreement 24.01.2025

15. The petition stands disposed of in the above terms.

16. Order *dasti* under the signatures of the Court Master.

VIKAS MAHAJAN, J

MAY 5, 2025
N.S. ASWAL