IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 12202 OF 2025

Design Deal and Ors .. Petitioners

V/S.

Bank of Baroda .. Respondent

Mr. Shadab Jan, i/by Yash Dhakad, for the Petitioners.

Mr. A.R. Bamne, i/by M/s A.R. Bamne and Co., for Respondent.

CORAM : MANISH PITALE &
SHREERAM V. SHIRSAT, JJ.

DATE : 15th APRIL 2026.

PC:

1. Heard learned counsel for the parties.

2. By this petition, the petitioners are only partly aggrieved by order dated 05/02/2019, passed by the Debt Recovery Appellate Tribunal (DRAT). It is the case of the petitioners that the DRAT erred in rendering a finding that due to lack of pleadings, the adjustment sought by the petitioners in respect of certain fixed deposits could not be considered. It is the case of the petitioners that this error was pointed out by filing a review application, which was also erroneously rejected by the second impugned order dated 03/07/2024.

3. During the pendency of this writ petition, the petitioners, with the

permission of this Court, amended the writ petition to add prayer clause b-1 as an alternative prayer, seeking a direction from this Court to remand the matter to the DRAT for reconsideration of the finding given with regard to particular Claim No. 2C in the counterclaim filed before the Debt Recovery Tribunal (DRT). As a matter of fact, when this petition was taken up for consideration today, the learned counsel for the petitioner pressed for relief in terms of amended prayer clause b-1 so that the DRAT could take into consideration the contention of the petitioners in respect of the said fixed deposits, on its own merits.

4. The learned counsel appearing for the respondent bank opposed the contentions raised on behalf of the petitioners and submitted that the pleadings on record support the observations made by the DRAT and therefore, no case is made out for remanding the matter to the DRAT.

5. We have considered the rival submissions. The relevant portion of the impugned order dated 05/02/2019, in the context of the aforementioned rival contentions, is found in paragraph 13 of the said order. We find that the DRAT came to a considered conclusion that although arguments were advanced on the aforesaid point focused on the two fixed deposits of the petitioners, there was lack of pleadings in the original proceeding before the DRT.

6. The learned counsel for the petitioners was at pains to point out that

in the amended written statement at Paragraph 21A, 21B and 21C, enough pleadings were on record in support of the claim made on behalf of the petitioners in the context of the two fixed deposits. In that context, reference was also made to the contents of the counterclaim from paragraph 20 onwards, to claim that the particularised claim at 2C of the counterclaim sufficiently covered the necessary pleadings for the contentions raised on behalf of the petitioners in the context of the issue for consideration.

7. We have perused the contents of the counterclaim and the particularised claims at paragraph 45 thereof. We are unable to agree with the learned counsel for the petitioners that contents of the counterclaim at paragraphs 20 onwards contain sufficient pleadings to press for the relief based on the two fixed deposits referred to hereinabove. We also find that the particularised claim at 2C does not bring out any reference to the claim of the petitioners in the context of the two fixed deposits. Therefore, the DRAT appears to have taken the correct view by holding that none of the heads of the particularised claims in the counterclaim, cover the said contention sought to be raised in appeal by the petitioners. We do find that in paragraph 13 of the impugned order dated 05/02/2019, the DRAT has observed that though much was argued on the aforesaid point, the amounts pertaining to the fixed deposits were not covered in any of the heads shown in the “WS”. We take this as an obvious typographical error for the reason that the immediate next sentence in the said paragraph specifically refers to

the heads under the counterclaim and thereupon an observation that none of the heads cover the point sought to be raised on behalf of the petitioners. In such a situation, mere reference to paragraphs 21A, 21B and 21C of the written statement would not take the case of the petitioners any further, in the face of lack of pleadings in the counterlcaim and the particularised claims from 1A to 4A in the counterclaim at paragraph 45.

8. It is to be noted that the DRAT, as a matter of fact, dismissed the appeal of the respondent bank and partly allowed the appeal of the petitioners, barring the said issue sought to be raised on behalf of the petitioners by relying upon the said fixed deposits.

9. We find that no error can be attributed to the DRAT in reaching the aforesaid conclusion at paragraph 13 of the impugned order dated 05/01/2019. Consequently, we also find no error in impugned order dated 03/07/2024, wherein the DRAT reached a conclusion that there was no error apparent on the face of the record in the order dated 05/02/2019.

10. No case is made out for exercising writ jurisdiction.

11. Hence, the petition is dismissed.

(SHREERAM V. SHIRSAT, J.) **(MANISH PITALE, J.)**