



**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

CWP-38238-2025

Christan Medical College Brown Road

... Petitioner

Versus

Bank of Baroda & others

... Respondents

Reserved on : 27th February, 2026

Pronounced on : 5th March, 2026

Uploaded on : 5th March, 2026

*Whether only operative part of the judgment is
pronounced or the full judgment is pronounced: full judgment.*

**CORAM: HON'BLE MR. JUSTICE SHEEL NAGU, CHIEF JUSTICE
HON'BLE MR. JUSTICE SANJIV BERRY**

Present: Mr. Sumeet Mahajan, Senior Advocate (arguing counsel)
with Mr. Shrey Sachdeva, Ms. Radhika and
Mr. Saksham Mahajan, Advocates for the petitioner.

Mr. K.P.S. Dhillon, Advocate for respondent No.1.

SHEEL NAGU, CHIEF JUSTICE

1. This petition filed under Article 226 read with Article 227 of the Constitution of India assails order dated 03.11.2025 (Annexure P-26) of DRT-III, Chandigarh passed in RA-2 of 2019 in OA-2622 of 2017 titled as '*Christian Medical College (CMC) Brown Road Ludhiana vs. Bank of Baroda*', whereby the Review Application in question was dismissed finding absence of any palpable error in the final order dated 20.07.2019 and in turn upholding the interim order dated 04.04.2019 passed in OA-2622 of 2017 by DRT-III, Chandigarh.

2. In the said OA filed by the Bank, by the interlocutory order dated 04.04.2019, the right to extend arguments of the defendant (petitioner herein) was closed on finding that no one was present for the petitioner to

rebut the OA. By this very interlocutory order dated 04.04.2019 vide Annexure P-21, DRT-III Chandigarh fixed the said OA for pronouncement of judgment on 20.07.2019. More so, the challenge in RA-2 of 2019 was also to the final order passed on 20.07.2019 in OA-2622 of 2017, vide which the said OA was disposed of with direction to the Recovery Officer to issue recovery certificate and the parties were directed to appear before the Recovery Officer on 20.09.2019.

3. Admittedly and also contended by learned counsel for respondent-Bank, that there is an alternative statutory remedy of preferring an appeal to the DRAT Delhi, whose additional charge is presently held by DRAT Chennai.

3.1 However, learned counsel for petitioner contends that in the absence of any disputed questions of fact and also that the Tribunal has gone beyond its jurisdictional purview to pass impugned orders in OA as well as RA and that a clear case of violation of principles of natural justice is made out, the power of judicial review of this Court under Article 226 of the Constitution of India ought to be invoked.

4. It is not disputed at the Bar by learned counsel for the rival parties that the petitioner being a lessee, the Bank-respondent No.1 being lender and respondent No.2-M/s Remax Realtors Pvt. Ltd. being the borrower, entered into a tripartite agreement dated 10.10.2007 agreeing upon certain terms and conditions subject to which the loan extended by respondent No.1-Bank to respondent No.2-borrower would be repaid through monthly installments comprising of the monthly rent paid by the petitioner, the lessee.

5. Vide orders under challenge in OA and RA passed by DRT-III Chandigarh, certain terms and conditions of the said tripartite agreement were interpreted to reject the contentions of the petitioner herein (lease holder).

5.1 This Court would not like to enter into the merits of the findings arrived by DRT-III Chandigarh while passing the impugned orders in OA as well as RA, lest the DRAT may get prejudiced thereby frustrating the petitioner to avail alternative statutory remedy of appeal u/s 20 of the Recovery of Debts and Bankruptcy Act, 1993 (hereinafter referred to as, 'the 1993 Act').

6. Having gone through the findings arrived at in the impugned orders passed in OA as well as RA, we are of the considered view that DRT-III Chandigarh was within its jurisdictional purview to pass the impugned orders and also that RA was dismissed for a justified cause of non-appearance of the petitioner (lease holder). Besides, none of the fundamental rights of the petitioner were violated.

7. It may be pertinent to point out that whether DRT-III Chandigarh correctly interpreted the terms and conditions of the tripartite agreement, is a disputed question of fact which can very well be raised and adjudicated upon by the Appellate Forum u/s 20 of the 1993 Act. More so, the fact as to whether the petitioner/lease holder was rightly proceeded against ex-parte while closing his right to argue the Review Application on 04.04.2019, also lies in the realm of disputed question of fact.

8. A feeble attempt by learned counsel for petitioner was made by raising the ground that pre-deposit u/s 21 of the 1993 Act is mandatory for entertainment of an appeal u/s 20 of the 1993 Act.

8.1 This ground by itself cannot be entertained, especially when the vires of the said provision of Section 20 of the 1993 Act have since been upheld.

9. In view of above, this Court refrains from entertaining present petition on merits and relegates the petitioner to avail alternative statutory remedy of appeal u/s 20 of the 1993 Act to assail the order dated 03.11.2025. If an appeal is filed before the Appellate Tribunal latest by 31.03.2026 after complying with all the formalities provided u/s 21 of the 1993 Act and other prerequisites under the 1993 Act, then the said appeal shall be entertained and decided on its own merits without being dismissed on limitation alone.

10. The petition stands disposed of accordingly.

(SHEEL NAGU)
CHIEF JUSTICE

(SANJIV BERRY)
JUDGE

March 5, 2026
rps

Whether speaking/reasoned	Yes/No
Whether reportable	Yes/No