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

\+ W.P.(C) 2722/2026 & CM APPL. 13240/2026

ATTIRE HOTELS AND RESORTS PRIVATE LIMITED ..Petitioner

Through: Mr. Vaibhav Gaggar, Sr. Adv. with Mr. Devashish Chauhan, Ms. Jasleen Singh, Ms. Ansh Gulati, Mr. Vansh, Advs

versus

PUNJAB NATIONAL BANK AND ANR .....Respondents

Through: Mr. Sanjay Kr. Rout, SC

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

O R D E R

% **17.03.2026**

1. This is a writ petition filed under Article 226 of the Constitution of India seeking the following prayers:-

"A. Issue a Writ of Mandamus or any other appropriate Writ, Order or direction, quashing and setting aside the impugned communication dated 19.01.2026.

B. Issue a Writ of Mandamus or any other appropriate Writ, Order or direction, quashing and setting aside the MOM dated 02.01.2026 communicated through email dated 17.01.2026 by Respondent No.1 (Punjab National Bank), being illegal, arbitrary, and in violation of the Order dated 24.12.2025 passed by this Hon'ble Court; and

C. Issue a Writ of Mandamus or any other appropriate Writ, Order or direction, quashing and setting aside the 13(2) Notice under SARFAESI Act dated 16.02.2026 issued by the ARMB of Respondent No. 1 Bank being illegal, arbitrary, and in violation of the Order dated 24.12.2025 passed by this

Hon'ble Court;

D. Issue a Writ of Mandamus or any other appropriate Writ, Order or direction, directing Respondent No. 1 to forthwith remove and reverse all illegal, retrospective interest debits, penalties and charges levied with effect from 01.01.2024 on the Petitioner's loan accounts and to recalculate the outstanding dues strictly in accordance with the sanctioned terms;

E. Issue a Writ of Mandamus or any other appropriate Writ, Order or direction, directing Respondent No. 1 to regularise the said loan accounts being 405200IS00000012 and 405200EG00000012 by reversing their illegal and arbitrary classification as Non-Performing Assets (NPA) dated 28.09.2025 (The declaration of the account as NPA dated 28.09.2025, was duly communicated to the Petitioner through the notice issued under Section 13(2) of the SARFAESI Act dated 06.10.2025. Therefore, there is no separate order dated 28.09.2025 available on record for filing.)

F. Issue a Writ of Mandamus or any other appropriate Writ, Order or direction, directing the Respondent No. 1 to forthwith restore the accounts being 405200IS00000012 and 405200EG00000012 to "standard/regular" classification with all consequential benefits, including correction of credit records.

G. Issue a Writ of Mandamus or any other appropriate Writ, Order or direction, directing Respondent No. 1 to furnish to *the Petitioner the complete set of loan, security and allied documents, including the rules, parameters and methodology governing ABS/IRR rating and interest computation, within a time-bound period.*

H. Issue a Writ of Mandamus or any other appropriate Writ, Order or direction, directing Respondent No. 1 to pay appropriate compensation to the Petitioner for the severe financial, operational and reputational losses suffered as a direct consequence of the Respondent No. 1's illegal, arbitrary and mala fide actions."

2. The impugned communication dated 19.01.2026 reads as under:-

From: MCC Ghaziabad (clpc6277@pnb.bank.in)
To: clpc6277@pnb.bank.in; abhishektyagi@yahoo.com
Cc: clpc6277@pnb.bank.in; cs8228@pnb.bank.in; cogzbrd@pnb.bank.in
Date: Monday, 19 January 2026 at 11:53 am IST

ANNEXURE/P-1
(Impugned Communication)

Respected Sir/Madam,

A letter/minutes addressing to the NPA Borrower Firm M/s. Attire Hotel & Resort Pvt. Ltd. in Compliance of High Court of Delhi's order dated 24-12-2025 for Personal Hearing has been shared with you through email dated 17-Jan-2026.

In furtherance to the our earlier email, Please note the following for your record purpose :

(1)Your Loan Files & Records related to your Term Loan has been transferred-out from our MCC, Ghaziabad office to our Asset Recovery & Management Branch (ARMB), Ghaziabad office for further course of action purpose.

(2)Henceforth any correspondence related to your Loan will be dealt with/at Asset Recovery & Management Branch (ARMB), Ghaziabad office.

Yours Faithfully,

Together for better.

Ashok Kumar Yadav,
Chief Manager,
Mid-Corporate Centre, Ghaziabad,
Contact number-9819490364
Follow us on: TWITTER: @PnbIndia
FACEBOOK:/PnbIndia

From: Annapurna Das <annapurna.das@pnb.bank.in> **On Behalf Of** MCC Ghaziabad
Sent: 17 January 2026 5:28 PM
To: abhishek tyagi <abhishektyagi@yahoo.com>
Cc: MCC Ghaziabad <clpc6277@pnb.bank.in>
Subject: Re: Compliance of High Court of Delhi's order dated 24-12-2025 for Personal Hearing

Dear Sir

Please find the attached letter.

Thanks & Regards

Annapurna Das
Relationship Manager

Punjab National Bank
MCC Ghaziabad, KJ-13
Kavi Nagar, Ghaziabad-201002
M. No. 7070653275

3. The brief facts of the case are that the respondent bank took over the existing term loan of Rs. 11.50 Crores of the petitioner from Dewan Housing Finance Corporation Limited *vide* sanction letter dated 13.12.2021 under the Sankalp Campaign of the respondent No. 1.

4. On 20.05.2022, the respondent No. 1 sanctioned a working capital term loan of Rs. 4.82 crores under Guaranteed Emergency Credit Line 3.0 Extension against which the petitioner took a disbursal of Rs. 1.77 crores only.

5. On 31.07.2024, the respondent No. 1 certified the petitioner's loan account as regular and satisfactory as on 30.07.2024 clearly showing that there was no default on the part of the petitioner. The email dated 31.07.2024 reads as under:-

Raj Kumar Gupta (CFO - Yashail Hotel Haridwar)

From:	MCC Ghaziabad [clpc6277@pnb.co.in]
Sent:	Wednesday, July 31, 2024 4:45 PM
To:	Raj Kumar Gupta (CFO - Yashail Hotel Haridwar)
Cc:	MCC Ghaziabad
Subject:	Satisfactory status- M/s Attire Hotels & Resorts Pvt Ltd
Attachments:	DocScanner Jul 31, 2024 16-16.pdf

Sir,

With reference to your letter dt 29.07.2024 we would like to inform you that your accounts are regular and satisfactory as on 30.07.2024.

Thanks & Regards

Neha Tyagi
Manager
MCC Ghaziabad
9711496382

DISCLAIMER:
The Information transmitted in this email is solely for the addressee. It is confidential and may be legally privileged. Access to this email by anyone else is unauthorized. Any disclosure, copying, distribution or any action taken by anyone other than by the intended recipient is prohibited and may be unlawful. If you are not the intended recipient then kindly delete the mail from your system. Any opinion or views expressed in this mail may not necessarily reflect that of Punjab National Bank. The bank considers unencrypted email as an insecure mode of communication.

6. However, on the same day, the respondent No.1 unilaterally recovered a sum of Rs. 27,47,283.66/- from petitioner's loan account bearing No. 405200IS00000012.

7. The petitioner immediately addressed an email to the respondent No.1 objecting to the excess and unauthorized recovery of Rs. 27,47,283.66/- from account No. 405200IS00000012 and also on marking of lien of Rs. 19,56,830.31/- on its current account being ECL loan No. 405200EG00000012 and further excess recovery of Rs. 6,33,793/- in the GECL account as having been made in violation of principles of natural justice, without any show cause notice and without putting the petitioner to prior notice.

8. On 05.08.2024, the respondent No.1 wrote an email informing that the petitioner's rating on ABS 2023 had been degraded from B2 to C1 in December 2023 due to which the ROI in the account of the petitioner changed to 14.40% since 01.01.2024. The same reads as under:-

Our Loan account no. 4052 00IS 0000 0012 & 4052 00EG 0000 0012 Attire Hotels & Resorts Pvt Ltd

MCC Ghaziabad <cipc6277@pnb.co.in>
To: info inquiry <infoandinquiry@gmail.com>
Cc: MCC Ghaziabad <cipc6277@pnb.co.in>

Mon, Aug 5, 2024 at 1:25 PM

Sir,

This is to inform you that your accounts are overdue.

1. 405200IS00000012- Rs 13,85,385.63/-
2. 405200EG00000012- Rs 3,88,635/-

This is to inform you that your rating on ABS 2023 had been degraded from B2 to PNB C1 in December 2023 due to which your ROI changed in account to 14.40% since 01.01.2024. The same was applied in the system in the month of July 2024 retrospectively. Therefore, the additional interest charged in the account is due to the retrospective effect of the interest.

Further, as per your request we had rescheduled your GECL account resulting from decreasing your EMI from Rs 10.04 lacs to Rs 3.58 lacs per month.

Further there are queries in your account:

1. The company has changed one director Smt. Meghna Tyagi in place of Sh Abhishek Tyagi on 26.03.2024 however the same has not been informed to bank.

2. Abhishek Yash Tyagi,(CIBIL) overdues-There is one past due account under the capacity of guarantor (Property Loan) whose sanctioned amount is Rs.5.00 cr and past due amount is 4.82 cr. the account is in DPD of 234 days.

Abhishek Yash Tyagi (Experion)- There is one past due account under the Joint ownership (Property Loan) whose sanctioned amount is Rs.5.00 cr. and past due amount is 3.42 cr. the account is in DPD of 298 days. There is one past due account under the Joint ownership (Property Loan) whose sanctioned amount is Rs.5.00 cr and past due amount is 4.77 cr. the account is in DPD of 205 days.

Kindly provide the justification of the above queries.

Thanks & Regards

Neha Tyagi

Manager

MCC Ghaziabad

9711486362

9. A similar email has also been annexed as Annexure R1/2 with the counter-affidavit of the respondent which is also reproduced as under:

From: MCC Ghaziabad
Sent: 16 August 2024 13:25
To: [illegible]
Cc: MCC Ghaziabad
Subject: RE: Our Loan account no. 4052 00IS 0000 0012 & 4052 00EG 0000 0012 Attire Hotels & Resorts Pvt Ltd

Sir,

This is to inform you that your accounts are overdue:

1. 405200IS00000012- Rs 13,95,385.82/-
2. 405200EG00000012- Rs 3,88,695/-

This is to inform you that your rating on ABS 2023 had been degraded from B2 to PNB C1 in December 2023 due to which your ROI changed in account to 14.40% since 01.01.2024. The same was applied in the system in the month of July 2024 restrospectively. Therefore, the additional interest charged in the account is due to the restrospective effect of the interest.

Further, as per your request we had rescheduled your GECL account resulting from decreasing your EMI from Rs 10.04 lacs to Rs 3.58 lacs per month.

Further there are queries in your account:

1. The company has changed one director Smt. Meghna Tyagi in place of Sh. Abhishek Tyagi on 26.03.2024 however the same has not been informed to bank.

2. Abhishek Yash Tyagi,(CIBIL) overdues-There is one past due account under the capacity of guarantor (Property Loan) whose sanctioned amount is Rs.5.00 cr and past due amount is 4.82 cr, the account is in DPD of 234 days.

   Abhishek Yash Tyagi (Experian) - There is one past due account under the Joint ownership (Property Loan) whose sanctioned amount is Rs 5.00 cr. and past due amount is 3.42 cr, the account is in DPD of 268 days. There is one past due account under the Joint ownership (Property Loan) whose sanctioned amount is Rs.5.00 cr and past due amount is 4.77 cr, the account is in DPD of 205 days.

   Kindly provide the justification of the above queries.

Thanks & Regards

Neha Tyagi
Manager
MCC Ghaziabad
9711495382

10. Mr. Rout, learned standing counsel for the respondent objects to the territorial jurisdiction of this Court and states that there is no cause of action within the territorial jurisdiction of this Court and hence, the present petition is not maintainable.

11. On merits, he states that the petitioner was granted loan under 'Sankalp Campaign' but due to the rating of the petitioner's account, deteriorating over a period of time from B2 to C1 and subsequently to C3, the petitioner was charged enhanced rate of interest and correspondingly the amounts were withdrawn by the bank.

12. He also states that the petitioner was already informed that component of the spread would change in the event of any change in the borrower's credit risk profile. The relevant extract from the sanction letter reads as under:

Reset of spread	• Credit risk premium component of spread will change whenever credit risk profile of borrower changes. • Credit risk premium component of spread over RLLR will be reviewed at the time of review/renewal/in the event of change in credit profile of borrower. • Any up – gradation/down-gradation in external/internal rating of the borrower shall be treated as an event of change in credit risk profile of the borrower and credit risk premium shall change accordingly.

13. I have heard learned counsels for the parties.

14. As regards the territorial jurisdiction is concerned, the petitioner had filed a writ petition being WP(C) 19808/2025 challenging the actions against the coercive action sought by the respondent bank under Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 arising out of the same

loan transaction and for regularization of the account.

15. The petition was duly contested by the respondent bank and the Coordinate Bench of this Court, after hearing the parties, disposed of the writ petition *vide* order dated 24.12.2025 directing the respondent bank to look into the issue of interest component levied by the respondent.

16. For the said reasons, when a writ petition in this Court has been entertained arising out of similar transaction, I have no hesitation in concluding that this Court has the territorial jurisdiction to entertain the present petition.

17. As regards the merits are concerned, the Code of Bank's Commitment to Customers issued by the respondent bank is important and clause 3.4.2, clause 3.5.1(c) and clause 10 read as under:-

> *"**3.4.2 Changes in fees & charges***
>
> *If we increase any fee or charge or introduce a new fee or charge, it will be notified through statements of accounts /e-mail /SMS alerts / notice board at branches, one month prior to the revised charges becoming effective. This information will also be made available on our website."*
>
> ***3.5.1 Changes to terms and conditions***
>
> *a. We will tell you of changes in terms and conditions through any one or more of the following channels one month prior to the revised terms and conditions becoming effective:*
>
> *i. Letter*
>
> *ii. Statements of account*
>
> *iii. SMSs*

iv. e-mail

This information will also be made available on the Notice Boards in our branches and our website.

b. Normally, changes will be made with prospective effect giving notice of one month.

c. If we have made any change without notice, we will notify the change within 30 days. If such change is to your disadvantage, you may within 60 days of the notice, close your account or switch to any other eligible account without having to pay revised charge or interest.

d. We will immediately update, on our website, any changes in the terms and conditions. We will give you, on request, a copy of the new terms and conditions.

10 FINANCIAL INCLUSION

…

n. We will explain to you the various credit plans available, including minimum information which the bank may need for processing your loan application, the most important terms and conditions applicable to such loans, the security which may be charged to the bank, the manner and periodicity of application of interest, repayment procedure, etc."

18. A perusal of the same clearly shows that the respondent bank is required under its own conduct to inform any party regarding rate of change of interest.

19. On 31.07.2024, the respondent bank informed the petitioner that the account of the petitioner is in order and on the same date, after a

couple of hours, the respondent bank has changed the rate of interest and made the recovery based on the changed rate of interest.

20. The same is totally contrary to the aforesaid clauses of the Code of Bank's Commitment to Customers – January 2014 reproduced above.

21. This Court in WP(C) 19808/2025 directed the bank to look into the interest component of the petitioner's bank account. Pursuant to the said order, personal hearing of the petitioner was conducted on 02.01.2026. The minutes of the meeting of 02.01.2026 are important, wherein the operative portion of the same reads as under:-

> "*4) Rating of the borrower was approved on 16.12.2023 based on ABS 31.03.2023, in effect of which its rate of interest was supposed to be increased from 9.50% to 14.40% wef date 01.01.2024. However, due to clerical mistake the same could not be affected in our Finacle system wef date 01.01.2024.*
>
> *During our revenue audit, this mistake was pointed out in August 2024 and the mistake was rectified and interest in the account was charged in our Financial system w.e.f date 01.01.2024, which amounted to Rs. 18.76 Lakhs. The borrower was also informed about the increase in RoI and about inadvertent mistake on our part."*

22. The respondent bank is a Public Sector Undertaking and cannot be permitted to increase the rate retrospectively from 9.50% to 14.40% and reason the same putting the blame on clerical mistake. Additionally, the action of the respondent also falls foul of its Code of Bank's Commitment to Customers – January 2014. The respondent bank may/may not be entitled to retrospectively increase the rate of

interest but the principles of natural justice requires that prior to doing so, the petitioner must be informed, a response must be sought, personal hearing must be given and thereafter a detailed reasoned order needs to be passed.

23. In this view of the matter, the petition is allowed and the impugned communication dated 19.01.2026 is set aside. All the consequential benefits shall ensue to the petitioner.

24. The petition is disposed of in the aforesaid terms.

25. The counter-affidavit handed over in Court is taken on record.

JASMEET SINGH, J

MARCH 17, 2026 / (MS)