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

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Judgment reserved on: 25.04.2025
Judgment pronounced on: 04.06.2025

+ W.P.(C) 13954/2018

MOHD. KASIM

...PETITIONER

Through: Mr. Gaurav Mahajan, Ms.
Mehak Joshi and Mr. Kanak Shori,
Advocates.

versus

THE NAINITAL BANK LTD & ANR ...RESPONDENTS

Through: Mr. R. P. Agarwal, Advocate
Ms. Manisha Agrawal, Advocate for R-
1/Bank.

CORAM:**HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD****HON'BLE MR. JUSTICE HARISH VAIDYANATHAN****SHANKAR****J U D G M E N T****HARISH VAIDYANATHAN SHANKAR, J.**

1. The present petition filed under Articles 226 & 227 of **the Constitution of India**¹ assails the Order dated 10.12.2018 passed by the Ld. **Debt Recovery Appellate Tribunal**² in Appeal No. 144/2018 in S.A. No. 40/2017 titled as "*The Nainital Bank Ltd. vs Mohd. Kasim*" whereby the Ld. DRAT set aside the order dated 22.03.2018 passed by

¹ Constitution

² DRAT



the Ld. **Debt Recovery Tribunal**³ and upheld the auction sale of one of the Petitioner's properties conducted by Respondent No. 1 in favour of Respondent No. 2.

BRIEF FACTS:

2. The brief facts leading to the present petition are a bit chequered.
3. The Petitioner had availed certain loans from the Respondent Bank and for the same, had mortgaged two properties. Due to non-payment of dues, the loan accounts of the Petitioner were declared **Non-Performing Accounts**⁴ and a notice under Section 13(2) of the **Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002**⁵ came to be issued against the Petitioner on 03.10.2013.
4. Consequent to taking possession of the mortgaged properties by the Respondent Bank, the Petitioner preferred an application bearing S.A. No. 79/2014 before the Ld. DRT.
5. *Vide* order dated 29.12.2015, the Ld. DRT disposed of the application with a direction to deposit the outstanding dues with 15% simple interest by way of equal monthly installments by 31.03.2016. It was also directed that in case of any default on the part of the Petitioner, the Respondent Bank would be at liberty to proceed further under the SARFAESI Act.
6. Pursuant to the passage of the said order, the Petitioner was unable to make the payment as directed by the Ld. DRT.

³ DRT

⁴ NPA

⁵ SARFAESI Act



7. On 20.07.2016, the Petitioner approached the bank for a One Time Settlement⁶. By communication dated 30.07.2016, the Respondent Bank accepted the Petitioner's request in the following terms:

"In this connection, we inform you that the matter was placed before higher authorities who after, observing the circumstances of the case and broad parameter of Recovery Policy of the Bank, in principal agree to accept Rs. 2.50 Crore (Rupees Two Crore Fifty Lac) towards full and final settlement of Bank's dues involved in the accounts M/S Deepali Electrical Pvt Ltd & M/s Times International Traders, on following terms and conditions. However the final decision will be communicated after clearance from competent authority which please note.

THAT Rs 2.15 Crore shall be deposited within 30 days from the date of this letter including Rs. 25.00 Lac (Rupees Twenty five Lac) which you have already deposited with the Branch on 10.06.2016.

THAT Rs. 35 Lac (Rupees Thirty Five Lac) i.e. the remaining amount shall be deposited within 90 days thereafter.

THAT the original document/Title Deeds of the one mortgaged property i.e. industrial property situated at KH No-16/19, Sewa Dham Road, Mandoli, Delhi-110092 will be released only after deposit of Rs 2.15 Crore within 30 days as mentioned aforesaid.

The original document/ Title Deeds another mortgaged property i.e. residential property i.e. flat at G-87, Azad apartment Delhi will be released only after depositing the final payment of compromise amount i.e. Rs. 35 Lac before the aforementioned stipulated period of 90 days.

However, please also note that the said compromise is without prejudice to the Bank's legal right towards this NPA Account and if there is a single default in payment of compromised amount within stipulated period, bank will withdraw all the concessions, granted in the compromise and will be free to take suitable action for recovery of bank's dues at your cost and responsibility.

To remove all, doubts it is made amply clear that in case of a single default by the party (Borrower/ Guarantor) to honor the terms and conditions of compromise proposal aforesaid, Bank reserves its right

⁶ OTS



to institute legal action/ recovery action for its dues and to proceed under law.”

8. As per the OTS terms, the Petitioner made a payment of Rs. 2.15 crores to the Respondent Bank. Consequent to this payment, on 12.08.2016, the Respondent released the documents relating to the commercial **property bearing No. KH No. 16/19 Sewa Dham Road, Mandoli, Delhi-110092**⁷.

9. The Petitioner, however, was unable to carry out the remaining payments, resulting in the Respondent Bank withdrawing the OTS *vide* letter dated 24.02.2017 in the following terms:

“Reference is made to the compromise letter dated 30.07.2016, relating to NPA Accounts of Dedpali Electricals Private Limited and Times International Traders, wherein the concessions were granted by the Bank against the total dues on the said accounts. It was decided that you have to deposit Rs. 250.00 Lac within the stipulated period and the same was duly accepted by all the constituents of the accounts.

It is unfortunate to note that you have failed to observe the terms of compromise and consequently failed to deposit the compromised amount within the timeframe stipulated in the said compromise letter.

Further, it is communicated that the concessions granted by the Bank against the terms of compromise under reference stands withdrawn and the proceeding under SARFAESI against the secured asset has been initiated solely at your cost and expenses.

To avoid any future unpleasant situations, it is advised to repay the balance dues of the Bank as per the demand notice dated 03.10.2013 along with interest (up-to-date as well as future), costs and expenses.”

10. After the cancellation, the Bank re-initiated proceedings under the SARFAESI Act and pursuant to the same, a Court receiver appointed by

⁷ Property No. 1



Ld. ACMM, Karkardooma Courts, issued notice for taking physical possession of the second property being **Residential Flat No. A-87, Third Floor, Azad Apartments, IP Extension, Delhi-110092⁸**, against which, the Petitioner preferred S.A. No. 40/2017 before the Ld. DRT.

11. During the proceedings of S.A. No. 40/2017 on 18.03.2017, the Petitioner deposited Rs. 5 lakhs by direct deposit and undertook to pay Rs. 12 lakhs by 31.03.2017, with the remaining Rs. 15 lakhs to be paid within one month from the date of the order. The order also directed that these payments carry simple interest at 15% per annum from the date of default, failing which the Respondent Bank was entitled to take possession of the property without further order. Accordingly, S.A. No. 40/2017 was disposed of.

12. Impugning the order dated 18.03.2017, the Respondent Bank preferred Appeal No. 192/2017 before Ld. DRAT. *Vide* its order dated 26.04.2017, Ld. DRAT issued notice and was pleased to stay the operation of the order dated 18.03.2017 in S.A. No. 40/2017 of the Ld. DRT.

13. The Respondent Bank thereafter proceeded to auction the Property No. 2/ Residential property on 07.07.2017 for a sale consideration of Rs. 96.65 lakhs to Respondent No. 2, being the successful auction purchaser.

14. *Vide* order dated 16.08.2017, the Ld. DRAT remanded the matter back to the Ld. DRT for a fresh consideration of S.A. No. 40/2017, which was disposed of *vide* order dated 18.03.2017 by the Ld. DRT. The Ld. DRAT, however, in the said order dated 16.08.2017 noted that with

⁸ Residential property/ Property No. 2



respect to the prayer for maintaining the *status quo* in respect of the Residential property/ Property No. 2 which already stood sold but awaited delivery of possession to Respondent No. 2, the Petitioner was at liberty to move an appropriate application in that respect before the Ld. DRT. Liberty was also granted to the Petitioner to seek a declaration in respect of the sale being declared illegal. The Ld. DRAT, while passing the said order, was cautious enough to record that no view was expressed on the “auction part” of the litigation.

15. Following the remand of S.A. No. 40/2017 and after hearing both parties in I.A. No. 1580/2017, on 30.08.2017, the Ld. DRT noted that the Petitioner had immediately paid Rs. 2.15 crores out of the agreed OTS amount of Rs. 2.50 crores. The remaining Rs. 35 lakhs could not be paid on time due to factors including demonetization, but was subsequently cleared during the pendency of the S.A. and the appeal before the Ld. DRAT. The Ld. DRT also recorded that the Respondent Bank received Rs. 67,500/- as interest for the delayed payment. After considering the matter in full, the Ld. DRT held that transferring possession of the residential property to Respondent No. 2, despite full payment by the Petitioner, would cause irreparable harm. Accordingly, the interim stay granted earlier was made absolute, and the Respondent Bank was restrained from handing over possession. The Ld. DRT found the auction was conducted *lis pendens*, justifying its intervention.

16. Aggrieved by the order dated 30.08.2017, the Respondent Bank filed Misc. Appeal No. 395/2017 before the Ld. DRAT. By its order dated 30.01.2018, the Ld. DRAT allowed the impleadment of Respondent No. 2/ the auction purchaser, in S.A. No. 40/2017, which



was pending before the Ld. DRT. With the consent of all parties, the Ld. DRAT also directed the Ld. DRT to dispose of S.A. No. 40/2017 within a maximum period of six weeks.

17. In compliance with these directions, the Ld. DRT, after hearing the parties, *vide* Order dated 22.03.2018, allowed S.A. No. 40/2017 and held as follows:

“12. Now, the points for determinations are for allowing the applicant to deposit the OTS amount within a period of 60 days and set aside the SARFAESI proceedings under Section 13(2) & 13(4) and the sale conducted by the respondent bank during the pendency of the appeal before the Hon'ble DRAT, Delhi as prayed for?

XXXXX

26. In the result, the SA is allowed and the auction conducted by the respondent no.1 bank is hereby set aside directing the respondent bank to refund the amount of auction to the auction purchaser with interest @9% p.a. from the date of deposit till return. Before parting of the case, I am of the considered opinion that security applicant who defaulted cannot go scot free as he is to scale with cost of the auction conducted by the respondent no.1 bank. He should be directed to pay interest @15% p.a. from 30.11.2016 till payment on reducing balance basis. Respondent no. 1 bank shall file the affidavit of expenses and the amount recoverable for delayed period as stated above within one week and serve a copy of the affidavit to the security applicant or his counsel. On such service of affidavit, the security applicant shall pay the amount as stated above in the affidavit of the bank within 10 days thereafter.”

18. The Order dated 22.03.2018 of the Ld. DRT was challenged by the Respondent Bank *vide* Appeal No. 144/2018, culminating in the impugned order dated 10.12.2018. After reviewing the entire record, the Ld. DRAT allowed the appeal, holding that the Respondent Bank was entitled to succeed as the Petitioner had not challenged the legality of the



measures taken under the SARFAESI Act, but had only sought for liberty to pay the dues in instalments.

19. The Ld. DRAT concluded that the Petitioner had effectively abandoned any challenge to the notices issued under Sections 13(2) and 13(4) of the SARFAESI Act and failed to comply with the payment timeline, resulting in the Bank taking possession of the Residential property.

20. The Ld. DRAT also criticized the Respondent Bank for offering the OTS despite having a favorable Order dated 29.12.2015. The Ld. DRAT further held that the Ld. DRT had erred in granting relief by cancelling a legally conducted auction, especially when no such relief had been specifically sought. The Ld. DRAT found that the Petitioner had no valid cause of action to invoke Section 17(1) of the SARFAESI Act the second time, after having “*abandoned the legal fight in the first round where he accepted the disposal of his first SA with a direction to him to clear the bank’s entire dues in instalments*”.

21. Furthermore, the Ld. DRAT held that the Respondent Bank’s decision not to condone the delay in OTS payment was within its discretion and not subject to judicial scrutiny. It noted that the Ld. DRT had extended “*undue, unmerited, and undeserving*” benefits to the Petitioner at various stages, disregarding public interest.

22. Rejecting the Petitioner’s request for further indulgence, the Ld. DRAT remarked that granting such relief would effectively reward a defaulter and set a poor precedent. Accordingly, the appeal was allowed, the Learned DRT’s order cancelling the auction was set aside, possession of the property was directed to be handed over to Respondent No. 2, and



the Respondent Bank was permitted to recover the remaining dues as if the OTS had never been offered.

SUBMISSIONS OF THE PETITIONER:

23. The Ld. counsel for the Petitioner would submit that the Petitioner fulfilled all substantial obligations under the OTS scheme, having paid Rs. 2.15 crores within the stipulated time and later depositing the remaining Rs. 35 lakhs along with penal interest of Rs. 2 lakhs. The delay in remitting the balance was purely due to the nationwide financial disruption caused by the demonetization announced on 08.11.2016.

24. The Ld. counsel for the Petitioner would endorse the decision and findings of the Ld. DRT and submit that the despite receiving nearly the full settlement amount, the Respondent Bank unilaterally and arbitrarily withdrew the OTS without adequately considering the Petitioner's requests for extension. It was argued that the Bank proceeded to auction the Residential property, even though full payment (including delayed interest) had been made in accordance with the DRT's directions. This conduct was wholly unreasonable and violated the settled doctrine of **legitimate expectation**, as upheld in *Ambience Pvt. Ltd. v. Punjab & Sind Bank*⁹.

25. The Ld. counsel for the Petitioner would further submit that the Ld. DRT, in its judgment dated 22.03.2018, rightly held that **time was not of the essence** in the OTS agreement, particularly under the prevailing extraordinary circumstances. The Tribunal found that minor delays due to demonetization could not justify the forfeiture of

⁹ (2014) 208 DLT 459



settlement rights. Relying on, *inter alia*, ***P. D'Souza v. Shondrilo Naidu***¹⁰ and ***SBI v. Vijay Kumar***¹¹, the Ld. DRT concluded that acceptance of substantial payments estopped the Bank from resiling from the settlement, though there was delay but it was not relevant, it being non-essential.

26. The Ld. counsel for the Petitioner would also submit that the auction was conducted while the appeal was pending before the Ld. DRAT, and the Auction Purchaser was fully aware of the ongoing litigation. The Ld. DRAT itself had recorded in order dated 16.08.2017 that any rights of the Auction Purchaser would be subject to the final outcome of the pending proceedings. The auction purchaser cannot claim *bonafide* status, and the sale lacks legal sanctity.

27. The Ld. counsel for the Petitioner would further submit that despite the Ld. DRT's well-reasoned judgment setting aside the auction and recognizing the Petitioner's full compliance, the Ld. DRAT reinstated the sale without due consideration of its own remand order dated 16.08.2017. This amounts to a grave miscarriage of justice and violates established principles of law, including the doctrine of estoppel and fair adjudication.

28. The Ld. counsel for the Petitioner would further submit that the Ld. DRT has the express power to invalidate a sale if it finds the creditor's actions to be unlawful. Upon remand from the Ld. DRAT, the Ld. DRT rightly exercised this power and quashed the auction, ordering a refund to the auction purchaser with interest. The Ld. DRAT, however,

¹⁰ (2004) 6 SCC 649

¹¹ (2007) 11 SCC 369



overlooked this clear statutory mandate and reversed the relief without basis.

29. The Ld. counsel for the Petitioner would also submit that the Respondent Bank suffered no financial loss, having received the full OTS amount with interest. Yet, it chose to enforce auction proceedings in an arbitrary and disproportionate manner. The Petitioner was deprived of his only Residential home despite fulfilling his obligations, a result wholly inconsistent with the spirit of justice.

SUBMISSIONS OF THE RESPONDENT:

30. The Ld. counsel for the Respondent would endorse and justify the decision and finding in the impugned Order made by the Ld. DRAT and submit that the Respondent Bank's recovery actions, including possession notices and sale proceedings, were all undertaken strictly in compliance with statutory provisions and due process.

31. The Ld. counsel for the Respondent would further submit that, despite the Bank's good-faith approval of the OTS to facilitate amicable resolution, the Petitioner failed to honour the terms of the settlement. This breach, despite multiple reminders, necessitated revocation of the OTS and reinstatement of recovery proceedings, reinforcing that the default lies solely with the Petitioner.

32. The Ld. counsel for the Respondent would also submit that in light of the Petitioner's continued default, the Bank's transparent conduct, and issuance of Recovery Certificates by the competent authority, the present writ petition is devoid of merit.

ANALYSIS & DECISION:



33. This Court has carefully considered the submissions made by the parties and meticulously perused the documents on record.

34. While adjudicating the present petition, this Court remains mindful of the scope and limits of its power and discretion under Article 226 of the Constitution. In this context, the Hon'ble Supreme Court, in *M.S. Sanjay v. Indian Bank*¹², in a similar case, succinctly summarized the applicable legal principles governing the exercise of such jurisdiction. The Relevant Paras are extracted below:

“9. It is well settled that interference by the Writ Court for mere infraction of any statutory provision or norms, if such in-fraction has not resulted in injustice is not a matter of course. In the case of *Shiv Shanker Dal Mills v. State of Haryana*, (1980) 2 SCC 437, the dealers in that case had paid market fees at the increased rate of 3%, which was raised from the original 2 per cent under Haryana Act 22 of 1977. The excess of 1 per cent over the original rate was declared *ultra vires* by this Court in the case of *Kewal Krishna Puri v. State of Punjab*, (1980) 1 SCC 416. The excess of 1 per cent over the original rate having been declared *ultra vires*, became refundable to the respective dealers from whom they were recovered by the Market Committee concerned. The demand for refund of the excess amounts illegally recovered from them not having been complied with, the dealers filed Writ Petitions under Article 32 and Article 226 of the Constitution for a direction to that effect to the Market Committee concerned. The Market Committees contended that although the refund of the excess collections might be legally due to the dealers, many of them had in turn recovered this excess percentage from the next purchasers. While disposing of the petition and laying down guidelines, this Court held as under:

“Article 226 grants an extraordinary remedy, which is essentially discretionary, although founded on legal injury. It is perfectly open for the court, exercising this flexible power, to pass such order as public interest dictates and equity projects. Courts of equity may, and frequently do, go much further both to give and withhold relief in furtherance of the public interest than they are accustomed to go where only private interests are involved.”

¹² 2025 SCC OnLine SC 368



Accordingly, the granting or withholding of relief may properly be dependent upon considerations as of public interest.”

10. It has been rightly observed that legal formulations cannot be enforced divorced from the realities of the fact situation of the case. While administering law it is to be tempered with equity and if the equitable situation demands after setting right the legal formulations not to take it to the logical end, the High Court would be failing in its duty if it does not notice equitable consideration and mould the final order in exercise of its extraordinary jurisdiction. Any other approach would render the High Court a normal Court of Appeal, which it is not. It is a settled principle of law that the remedy under Article 226 of the Constitution of India is discretionary in nature and in a given case, even if some action or order challenged in the petition is found to be illegal and invalid, the High Court while exercising its extraordinary jurisdiction thereunder can refuse to upset it with a view to doing substantial justice between the parties.”

(Emphasis supplied)

35. An examination of the record in the present case reveals several undisputed and concerning facts, which, though not exhaustive, may be summarised as follows:

- (a). Following the Petitioner’s initial default, the Respondent Bank issued a demand notice dated 03.10.2013 under Section 13(2) of the SARFAESI Act, calling upon the Petitioner to clear the outstanding dues.
- (b). Upon the Petitioner’s failure to comply, the Bank invoked its rights under Section 13(4) of the SARFAESI Act and took possession of the secured assets.
- (c). Aggrieved by this action, the Petitioner approached the Ld. DRT. *Vide* order dated 29.12.2015, the Ld. DRT directed the Petitioner to deposit the outstanding dues along with 15% simple interest in equal monthly instalments, to be paid by 31.03.2016. It was further



directed that failure to comply would entitle the Bank to proceed under the SARFAESI Act.

- (d). The Petitioner failed to comply with the said direction and did not make the required payments within the stipulated period.
- (e). The Bank despite having a favourable order from the Ld. DRT, considered the Petitioner's request for the OTS.
- (f). Although the Petitioner made partial payment under the OTS, he failed to deposit the balance amount of Rs. 35 lakhs by the stipulated deadline under the OTS, i.e., 30.11.2016.
- (g). Despite this breach, the Respondent Bank extended further leniency by agreeing to accept the delayed payment. However, the cheques subsequently issued by the Petitioner were dishonoured.
- (h). After allowing a grace period of over two and a half months with no resolution, the Respondent Bank withdrew from the OTS and resumed proceedings under the SARFAESI Act.
- (i). Despite this series of defaults, the Petitioner once again approached the Ld. DRT by filing S.A. No. 40/2017, seeking to halt the securitisation process by requesting, *inter alia*, an additional 60 days to deposit the outstanding Rs. 35 lakhs.
- (j). Despite the default, the Petitioner was granted yet another opportunity by the Ld. DRT *vide* order dated 18.03.2017, which extended the deadline effectively by one month further and permitted payment in instalments.
- (k). The Petitioner again failed to meet this revised schedule, ultimately making the payment in six instalments, the last of which was on 17.07.2017.



(l). Following the remand and intervention by the Ld. DRAT, the Ld. DRT continued to show leniency to the Petitioner. By its Order dated 30.08.2017, the Ld. DRT restrained the Bank from giving physical possession and directed to expedite hearing of the S.A. No. 40/2017.

(m). Ultimately, despite the Petitioner's repeated defaults and the absence of any legal bar to the auction dated 07.07.2017, the Ld. DRT, by its order dated 22.03.2018, granted relief to the Petitioner by setting aside the said auction sale.

36. It is thus evident that since the issuance of the initial demand notice under Section 13(2) of the SARFAESI Act on 03.10.2013, the Petitioner has consistently remained in default, including wilful non-compliance with the binding directions issued by the Ld. DRT in its order dated 29.12.2015.

37. The Petitioner voluntarily entered into the OTS arrangement with the Respondent Bank, only to default once again, failing to adhere to both the original and extended payment timelines.

38. Significantly, by accepting the Ld. DRT's order dated 29.12.2015, without challenge, the Petitioner effectively abandoned any objection to the validity of the initial actions taken by the Respondent Bank under Sections 13(2) and 13(4) of the SARFAESI Act. Having done so, the Petitioner was legally barred from later contesting the subsequent proceedings initiated by the Respondent Bank following the revocation of the OTS.

39. It must also be underscored that the Ld. DRT's order dated 29.12.2015 remained valid, binding, and enforceable at all times. The



mere fact that the Respondent Bank, as a matter of commercial prudence, agreed to an OTS did not and could not negate or override the authority and finality of that judicial determination.

40. Yet, notwithstanding the Petitioner's repeated and uncontested defaults, and the continued enforceability of the order dated 29.12.2015, the Petitioner ultimately secured favourable relief through the Ld. DRT's order dated 22.03.2018, an outcome that appears incongruent with both the factual and legal circumstances of the case.

41. The Ld. DRT *vide* its order dated 22.03.2018 granted relief to the Petitioner by holding that Respondent No. 2 was not a *bonafide* purchaser, as he was allegedly aware of the ongoing litigation between the Petitioner and the Respondent Bank. In doing so, the Ld. DRT overlooked the undisputed fact that there was no legal impediment to the Respondent Bank and Respondent No. 2 from conducting the auction sale at the relevant time. Although litigation was pending, a closer examination makes clear that the filing of the second Securitisation Application (S.A. No. 40/2017) was unmerited and an abuse of the legal process by the Petitioner, therefore, the same should not have benefited the Petitioner.

42. Furthermore, the OTS extended by the Respondent Bank was purely a concession extended to the Petitioner. Upon the Petitioner's failure to fulfil his obligations under the OTS, despite being granted additional time, the Respondent Bank lawfully withdrew from the settlement. The letter dated 30.07.2016 specifically empowered the Respondent Bank to do so in case of default. Thus, it was entirely within the discretion of the Respondent Bank to grant or deny such extensions.



In the absence of any legal mandate compelling the Bank to accept further delayed payments, the Ld. DRT's intervention by granting further extensions constituted an overreach of its jurisdiction. This Court also believes that such an extension, effectively, resulted in a rewriting of the terms of the OTS, which is not permitted in law.

43. Significantly, in S.A. No. 40/2017, the Petitioner neither challenged the Bank's revocation of the OTS nor the subsequent auction sale in favour of Respondent No. 2. Despite this, the Ld. DRT proceeded to grant relief by setting aside the auction sale through its order dated 22.03.2018. Such relief was clearly against the law.

44. In light of the foregoing analysis, this Court is of the considered view that the order dated 22.03.2018 passed by the Ld. DRT is legally unsustainable and does not withstand judicial scrutiny. Consequently, in the present challenge, no grounds are made out by the Petitioner to warrant interference with the impugned order dated 10.12.2018 passed by the Ld. DRAT, which merits affirmation.

45. Accordingly, the present Petition is dismissed.

46. No order as to costs.

SUBRAMONIUM PRASAD, J.

HARISH VAIDYANATHAN SHANKAR, J.

JUNE 04, 2025/sm