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

Reserved on : 28.01.2010

% Date of decision : 05.02.2010

\+ W.P. (C) No. 9090 of 2009

STATE BANK OF INDIA
... ... ... ... ... ... ... ... ...PETITIONER
*Through* : Mr. Darpan Wadhwa and
Ms. Sheena Iype, Advocates.

- V E R S U S -

HON'BLE DEBTS RECOVERY APPELLATE TRIBUNAL & ORS.
... ... ... ... ... ... ... ... RESPONDENTS
*Through* : R – 1 : Proforma Respondent.
Mr. Rohit Choudhry, Advocate
for Respondent No. 2.
None for Respondent No. 3.

\+ W.P. (C) No. 9100 of 2009

PAYORITE PTINT MEDIA PVT. LTD.
... ... ... ... ... ... ... ... ...PETITIONER
*Through* : Mr. Pallav Shishatia,
Senior Advocate with
Mr. S. Sukumarran,
Mr. Rajesh Khawane and
Mr. Anand Sukumar, Advocates.

- V E R S U S -

STATE BANK OF INDIA & ORS.
... ... ... ... ... ... ... ... RESPONDENTS
*Through* : Mr. Darpan Wadhwa and
Ms. Sheena Iype, Advocates
for Respondent No. 1.
Mr. Rohit Choudhry, Advocate
for Respondent No. 2.
None for Respondent No. 3.
R – 1 : Proforma Respondent.

CORAM:

HON'BLE MR. JUSTICE SANJAY KISHAN KAUL

HON'BLE MS. JUSTICE VEENA BIRBAL

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|---|---|---|
| 1. | Whether the Reporters of local papers may be allowed to see the judgment? | YES |
| 2. | To be referred to Reporter or not? | YES |
| 3. | Whether the judgment should be reported in the Digest? | YES |

SANJAY KISHAN KAUL, J.

1. M/s. Kandhari & Kandhari (P) Ltd. availed of loan facilities from State Bank of India, Sansad Marg, New Delhi. The borrower, however, started defaulting in the repayment. The loan was secured by mortgage of property consisting of land and building at C – 155, Mewar Industrial Area, Madari, Udaipur, Rajasthan measuring 8000 sq. yds. of M/s. Kandhari Rubber Limited. The registered office of both these companies is the same. The account was declared as NPA and proceedings were initiated by the Bank before the Debt Recovery Tribunal, Delhi for recovery of the loan. Simultaneously, securitisation proceedings for possession and sale of the secured assets under The Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (hereinafter to be referred to as, 'the said Act') were also commenced. A possession notice dated 31.07.2007 was issued as per Rule 8(1) of the Securitisation Interest (Enforcement) Rules, 2002 (hereinafter to be referred to as, 'the said Rules'), which was published on 13.08.2007. The auction notice was

published on 11.09.2007. The possession notice stated that an amount of Rs.4,55,54,868.54 was due and payable as on 19.12.2006 inclusive of interest and the description of the property was given. The auction notice stated that in pursuance to the possession taken as per the possession notice under the said Act for "*recovery of the secured debts of State Bank of India*" from M/s. Kandhari Rubber Limited, the offers were being invited in sealed cover on as is where is and as is what is basis. The description of the property was given and the reserved price was specified as Rs.96 lakhs. M/s. Payorite Print Media Pvt. Ltd. was the successful bidder with a bid of Rs.1,15,51,001/- and deposited 25% of the bid amount.

2. M/s. Kandhari & Kandhari Pvt. Ltd. filed an application / appeal under Section 17(1) of the said Act before the Debt Recovery Tribunal (Jaipur). In the grounds of appeal, M/s. Kandhari Rubber Limited raised the plea that a notice under Section 13(2) of the said Act had earlier been issued on 15.12.2002 showing the property in question as a mortgaged property on the basis of supplementary equitable mortgage created on 31.08.2001, but no action was taken and that no second notice ought to have been issued under the said Act, which action *inter alia* would be barred by limitation. It has also been pleaded that the account in question was declared NPA on 31.03.2000 while the mortgage was created thereafter on 31.08.2001. The liability shown in the earlier notice and the notice issued in

2007 was different and, thus, the same did not match the advertisement dated 11.09.2007. The auction notice dated 11.09.2007 was sought to be declared invalid and illegal. This appeal was resisted by the Bank. A preliminary objection about jurisdiction was raised. It was pointed out that the DRT at New Delhi was seized with the issue of recovery of the amount as the claim was filed in December, 2006. A relief in addition to recovery of sale of mortgaged property had also been made, the title deeds of which were with the Bank as there was an equitable mortgage. The mortgage is stated to have been created on 31.08.2001. The notice issued in 2002 was not disputed, but a second notice had been issued in 2007 in which the claim was laid for the amount due as on 19.12.2006. The possession was taken over in pursuance to possession notice and auction was held whereafter tenders were opened on 29.10.2007 and M/s. Payorite Print Media Pvt. Ltd. was found to be the highest bidder, who deposited 25% of the bid amount. The sale had not been confirmed for the reason that on 29.10.2007 itself, the DRT (Jaipur) had passed an interim order in the appeal filed by M/s. Kandhari Rubber Limited. It has been specifically stated that once the debt has been acknowledged and the liability is within the limitation, enforceability of equitable mortgage can take place within a period of 12 years.

3. The DRT (Jaipur) passed an order on 05.03.2008 holding the auction notice to be invalid and illegal being not in

conformity with the said Rules. In fact, the complete order is predicated on a plea challenging the validity of the impugned notice though a reading of the appeal shows that the points considered by the DRT (Jaipur) were not even raised in so many words since the emphasis was on the aspect of two notices having been issued and the consequences thereof. The DRT (Jaipur) referred to the judgment of the Division Bench of the Bombay High Court in Manoj D. Kapasi & Anr. V. Union of India & Ors., (2005) 125 CC 676 to draw strength to the conclusion that the provisions of Rules 8 and 9 of the said Rules are mandatory. The auction notice was held to be in violation of Rule 8(2) of the said Rules. Insofar as the auction notice was concerned, the conclusion rests on Rule 8(6)(b) of the said Rules since the amount of secured debt for which the property was to be sold was not specified in that notice. The Tribunal held that it had the jurisdiction to decide the issue and quashed the possession notice and the auction notice directing restoration of possession and payment of Rs.5,000/- as damages to the mortgagor for the illegal action.

4. The said order of the DRT was assailed by the State Bank of India before the Debt Recovery Appellate Tribunal (hereinafter to be referred to as, 'the DRAT'). The DRAT found that the publication notice was in conformity with the law and the conclusion of the DRT in that behalf could not be sustained as Rule 8(2) of the said Rules had been

complied with substantially in letter and spirit. The direction to restore possession was, thus, set aside and also imposition of damages. However, what found favour with DRAT was the finding of the DRT that the amount of secured debt, which was sought to be recovered and pursuant whereto the property was to be sold, was not specified in the auction notice dated 11.09.2007. The auction notice contained all the other details, but this omission was found to be without justification and reliance was once again placed on the judgment in Manoj D. Kapasi & Anr.'s case (supra). The DRAT also formed the opinion that the DRT had not dealt with the contention about crystallization of the liability for which the matter needed to be remanded back to the DRT.

5. The two present writ petitions have been filed by the State Bank of India and by the successful bidder, namely, M/s. Payorite Print Media Pvt. Ltd. It may be noticed that in the proceedings filed by the mortgagor before the DRT (Jaipur), the auction purchaser was not made a party and was, thus, also not a party in the appeal proceedings, but has now filed an independent writ petition in that behalf. The mortgagor has not challenged the said order and has, thus, accepted the finding insofar as the validity of the possession notice is concerned. We are, thus, concerned with the two directions passed by the DRAT – (a) quashing the auction notice; and (b) remanding the matter back to the DRT for quantification of the amount.

6. In order to appreciate the rival pleas, it is necessary to appreciate the procedure prescribed by Rule 8 of the said Rules. Sub-rule (1) of Rule 8 of the said Rules prescribes that a possession notice prepared as nearly as possible to Appendix IV to the said Rules was to be served on the borrower and by affixing the possession notice on the outer door or at such conspicuous place of the property. Appendix IV in turn is the form and requires the amount due to be specified and this requirement had been met while issuing the auction notice. Under sub-rule (5) of Rule 8 of the said Rules, before the sale of immovable property, valuation of the property from an approved valuer has to be done and the reserve price fixed in consultation with the secured creditor. Again, there is no doubt about the compliance of this rule. However, sub-rule (6) reads as under :-

> "**8. Sale of immovable secured assets. —**
>
> ... ... ... ... ... ... ... ...
>
> (6) <u>The authorized office shall serve to the borrower a notice of thirty days for sale of the immovable secured assets</u>, under sub-rule (5);
>
> Provided that if the sale of such secured asset is being effected by either inviting tenders from the public or by holding public auction, the secured creditor shall cause a public notice in two leading newspapers one in vernacular language having sufficient circulation in the locality by setting out the terms of sale, <u>which shall include</u> —
>
> (a) The description of the immovable property to be sold, including the details of the encumbrances known to the secured creditor;
> (b) <u>the secured debt for recovery of which the property is to be sold</u>;

(c) reserve price, below which the property may not be sold;
(d) time and place of public auction or the time after which sale by any other mode shall be completed;
(e) depositing earnest money as may be stipulated by the secured creditor;
(f) any other thing which the authorized officer considers it material for a purchaser to know in order to judge the nature and value of the property."

(emphasis supplied)

The proviso requires that in case of a public auction, the public notice "*shall*" include the aforesaid six aspects. Clause (b) requires the secured debt for recovery of which the property is to be sold to be specified.

7. The first limb of the submission of learned counsel for the petitioners is that the auction notice does state that the auction is taking place for the recovery of the secured debt though the amount has not been specified and clause (b) only requires the same.

8. Learned counsel or the mortgagor, on the other hand, seriously disputes this proposition and has invited our attention to the Section 2(ze) of the said Act, which defines '*secured debt*' as under :-

"**2. Definitions. —**

... ... ... ... ... ... ... ...

(ze) 'secured debt' means a debt which is secured by any security interest."

It is submitted that by its very definition secured debt means a debt, which is secured by any security interest and, therefore, if clause (b) of sub-rule (6) of Rule 8 of the said Rules is read in that context, what is to be specified

was the secured debt amount for recovery of which the property was being sold.

9. It is no doubt true that unlike sub-rule (1) of Rule 8 where a possession notice is to be as per Appendix IV, which in turn has the column for specifying the amount, no specific proforma has been provided for this auction notice. Clause (b) does seem to suggest that reference to secured debt is to the exact amount of debt for recovery of which the property was being sold and, thus, the auction notice ought to have specified this amount. The phraseology used is *secured debt "for recovery of which"* and these words would be superfluous if the amount of secured debt is not to be specified. We, thus, cannot accept the plea of the petitioners.

10. The second limb, however, is the consequence of non-specification of this amount. In this behalf, learned counsel for the petitioners emphasized that a bare reading of the proforma would show that the specification set out are for the benefit of the auction purchaser. This is clear from clause (f), which requires any other material to be stated in the auction notice, which is material for a purchaser to know in order to judge the nature and value of the property. In the present case, it is, thus, pleaded that the auction purchaser is not making any grievance and the mortgagor should not be permitted to make a grievance in this behalf.

11. Learned counsel for the petitioners seeks to draw strength from the observations of the Supreme Court in Saheb Khan v. Mohd. Yousufuddin & Ors., (2006) 4 SCC 476, wherein the Apex Court while dealing with an auction under the Civil Procedure Code, 1908 (for short, 'the Code') observed as under :-

> "12. We are unable to sustain the reasoning of the High Court. Order 21 Rule 90 of the Code of Civil Procedure allows, inter alia, any person whose interests are affected by the sale to apply to the court to set aside a sale of immovable property sold in execution of a decree on the ground of "a material irregularity or fraud in publishing or conducting" the sale. Sub-rule (2) of Order 21 Rule 90 however places a further condition on the setting aside of a court sale in the following language :
>
> > "90.(2) No sale shall be set aside on the ground of irregularity or fraud in publishing or conducting it unless, upon the facts proved, the court is satisfied that the applicant has sustained substantial injury by reason of such irregularity or fraud."
>
> 13. Therefore, before the sale can be set aside merely establishing a material irregularity or fraud will not do. The applicant must go further and establish to the satisfaction of the court that the material irregularity or fraud has resulted in substantial injury to the applicant. Conversely even if the applicant has suffered substantial injury by reason of the sale, this would not be sufficient to set the sale aside unless substantial injury has been occasioned by a material irregularity or fraud in publishing or conducting the sale. (*See Dhirendra Nath Gorai v. Sudhir Chandra Ghosh (1964) 6 SCR 1001 : AIR 1964 SC 1300; Jaswantlal Natvarlal Thakkar v. Sushilaben Manilal Dangarwala, 1991 Supp (2) SCC 691 and Kadiyala Rama Rao v. Gutala Kahna Rao, (2000) 3 SCC 87*).
>
> 14. A charge of fraud or material irregularity under Order 21 Rule 90 must be specifically made with sufficient particulars. Bald allegations would not do. The facts must be established which could reasonably sustain such a charge. In the case before us, no such particulars have been given by the respondent of the alleged collusion between the

other respondents and the auction-purchaser. There is also no material irregularity in publishing or conducting the sale. There was sufficient compliance with Order 21 Rule 67(1) read with Order 21 Rule 54(2). No doubt, the trial court has said that the sale should be given wide publicity but that does not necessarily mean by publication in the newspapers. The provisions of Order 21 Rule 67 clearly provide if the sale is to be advertised in the local newspaper, there must be specific direction of the court to that effect. In the absence of such direction, the proclamation of sale has to be made under Order 21 Rule 67(1) "as nearly as may be, in the manner prescribed by Rule 54 sub-rule (2)". Rule 54 sub-rule (2) provides for the method of publication of notice and reads as follows :-

> "54.(2) The order shall be proclaimed at some place on or adjacent to such property by beat of drum or other customary mode, and a copy of the order shall be affixed on a conspicuous part of the property and then upon a conspicuous part of the courthouse, and also, where the property is land paying revenue to the Government, in the office of the Collector of the district in which the land is situate and, where the property is land situate in a village, also in the office of the Gram Panchayat, if any, having jurisdiction over that village."

12. The submission, thus, is that a mere irregularity should not be permitted to nullify and defeat the rights of the auction purchaser for whose benefits the proforma enlists certain requirements. Not only that, there is no injury, which has occurred to the mortgagor nor is it pleaded.

13. Learned counsel for the mortgagor, on the other hand, contends that the mandatory requirement has not been complied with, which must nullify the auction notice. Learned counsel referred to the judgment of the Division Bench of the Madras High Court passed in W.P. No. 9729 of 2009 titled '<u>K. Raamaselvam & Ors. V. Indian Overseas Bank & Ors.</u>' on 29.07.2009 to contend that it is not open

for the secured creditor to plead that a violation is technical and, thus, need not be complied with. This is, of course, apart from relying on the judgment in Manoj D. Kapasi & Anr.'s case (supra).

14. We have perused the judgment in Manoj D. Kapasi & Anr.'s case (supra) wherein the matter dealt with the right of redemption available to a mortgagor, which is so available till sale or transfer takes place. The emphasis was on Section 13(8) of the said Act, which reads as under :-

> "**13. Enforcement of security interest. —**
>
> … … … … … … … …
>
> (8) If the dues of the secured creditor together with all costs, charges and expenses incurred by him are tendered to the secured creditor at any time before the date fixed for sale or transfer, the secured asset shall not be sold or transferred by the secured creditor, and no further step shall be taken by him for transfer or sale of that secured asset."

It was pleaded that the mortgagor has a right of redemption. The plea advanced was that no notice as required under Rule 8(6) of the said Rules was given to the petitioners therein and the notice of sale published was defective being in breach of Rule 9(1) of the said Rules because it gave only five days for the bid to be received. Thus, if rights of the borrowers are to be protected, it must be interpreted and enforced in a manner to facilitate the party concerned to redeem the property. Thirty days had not been provided as per Rule 8(6) of the said Rules. It was in that context observed that Rule 8(6) and also Rule 9(1)

of the said Rules are mandatory and are clearly to be followed by the Bank.

*15.* We find, in the present case, that none of the requirements, which can affect the mortgagor, had been violated. It is not the case of the mortgagor that he is in a position to pay the amount and redeem the mortgage. In fact, even on a specific query being posed during the course of hearing, no willingness to pay the amount to redeem the mortgage was even expressed. The only violation of the said Rules was not to specify the amount secured by the mortgage. This in no manner affected the rights of the mortgagor. It is in these circumstances that we find force in the contention of learned counsel for the petitioners that the observations in Saheb Khan's case (supra), *albeit* applicable in the case of an auction under the said Code, would have relevance. There was undoubtedly no injury to the mortgagor arising from non-statement of the amount of the debt due. There was nothing pleaded in this behalf. The question arises as to whether the sale should be set aside only on account of non-statement of the exact amount of the secured debt and our answer to this is in the negative. The rationale, as explained above, is the absence of any injury to the mortgagor. It has been stated in the auction notice that the mortgaged property was being sold for a secured debt, but only the amount was not specified. This is, thus, an irregularity, which has caused no damage to the mortgagor and with which the auction purchaser is not aggrieved. One

cannot lose sight of the very basis for the requirements enumerated under the proviso to sub-rule (6) of Rule 8 of the said Rules, which is really in the nature of information to be available to the auction purchaser for the auction purchaser to take a decision to purchase the property.

16. We may refer to a judgment cited by learned counsel for the petitioners in the case of Bachahan Devi & Anr. V. Nagar Nigtam, Gorakhpur & Anr., (2008) 12 SCC 372 where in para 17, it was observed as under :-

> "17. The question, whether a particular provision of a statute, which, on the face of it, appears mandatory inasmuch as it used the word "shall", or is merely directory, cannot be resolved by laying down any general rule, but depends upon the facts of each case particularly on a consideration of the purpose and object of the enactment in making the provision. To ascertain the intention, the court has to examine carefully the object of the statute, consequence that may follow from insisting on a strict observance of the particular provision and, above all, the general scheme of the other provisions of which it forms a part. The purpose for which the provision has been made, the object to be attained, the intention of the legislature in making the provision, the serious inconvenience or injustice which may result in treating the provision one way or the other, the relation of the provision to other consideration which may arise on the facts of any particular case, have all to be taken into account in arriving at the conclusion whether the provision is mandatory or directory. Two main considerations for regarding a rule as directory are : (i) absence of any provision for the contingency of any particular rule not being complied with or followed, and (ii) serious general inconvenience and prejudice to the general public would result if the act in question is declared invalid for non-compliance with the particular rule."

17. If we apply the aforesaid principle, once again, we find that it is not a case of prejudice caused to the mortgagor, who is trying to take advantage of this technical defect. The possession notice, in the present case, was in close

proximity with the auction notice, the first being of 31.07.2007 and the other being of 11.09.2007. In the possession notice, the amount due has already been specified and was known to the mortgagor.

18. The result of the aforesaid discussion is that we are of the view that it is not open to the mortgagor to challenge the auction notice on the ground that it did not specify the amount of the secured debt liable to be paid by the mortgagor and the impugned orders in this behalf have not correctly appreciated the legal position. This conclusion is based on the premise that no injury has been caused to the mortgagor and the conditions specified in Rule 8(6)(b) of the said Rules are for the benefit of the auction purchaser. It is not the case of the mortgagor that even as on date it is in a position to redeem the mortgage for which a specific query was posed in the court during the course of the argument.

19. The judgment in Manoj D. Kapasi & Anr.'s case (supra) is based on its own facts and in that context the observations were made regarding the effect of the Rules being mandatory. Rules 8 and 9 of the said Rules were read in conjunction and there had been failure to give the specified time required in the public notice which had a direct effect on the mortgagor. These aspects have been specified in Rule 9 of the said Rules and in that context observations were made though reference was also made to Rule 8(6) of the said Rules. We, thus, conclude that the public notice

cannot be set aside at the behest of the mortgagor in the given facts of the case.

20. Now coming to the second limb of the impugned order of the DRAT, the matter has been remanded back to the DRT on the ground that the contention of the mortgagor disputing the outstanding amount claimed by the Bank must be addressed for crystallization of realizable dues as per procedure prescribed under Section 17(3) of the said Act. Section 17 of the said Act deals with the right of appeal and the relevant section, i.e., Section 17(3) reads as under :-

> "**17. Right to appeal. —**
>
> … … … … … … … …
>
> (3) If, the Debts Recovery Tribunal, after examining the facts and circumstances of the case and evidence produced by the parties, comes to the conclusion that any of the measures referred to in sub-section (4) of Section 13, taken by the secured creditor are not in accordance with the provisions of this Act and the rules made thereunder, and require restoration of the management of the secured assets to the borrower or restoration of possession of the secured assets to the borrower, it may by order, declare the recourse to any one or more measures referred to in sub-section (4) of Section 14 taken by the secured assets as invalid and restore the possession of the secured assets to the borrower or restore the management of the secured assets to the borrower, as the case may be, and pass such order as it may consider appropriate and necessary in relation to any of the recourse taken by the secured creditor under sub-section (4) of Section 13."

A reading of the aforesaid provision shows that it is only if a finding is reached that the measures taken under sub-section (4) of Section 13 of the said Act are not in accordance with the provisions of the said Act and the

Rules made thereunder, appropriate orders can be passed. Section 13 deals with enforcement of security interest and sub-section (4) reads as under :-

> "**13. Enforcement of security interest. —**
>
> ... ... ... ... ... ... ... ...
>
> (4) In case the borrower fails to discharge his liability in full within the period specified in sub-section (2), the second creditor may take recourse to one or more of the following measures to recover his secured debt, namely:-
>
> (a) take possession of the secured assets of the borrower including the right to transfer by way of lease, assignment or sale for realizing the secured asset;
>
> (b) take over the management of the business of the borrower including the right to transfer by way of lease, assignment or sale for realizing the secured asset:
>
> Provided that the right to transfer by way of lease, assignment or sale shall be exercised only where the substantial part of the business of the borrower is held as security for the debt:
>
> Provided further that where the management of whole, of the business or part of the business is severable, the secured creditor shall take over the management of such business of the borrower which is relatable to the security or the debt;
>
> (c) appoint any person (hereinafter referred to as the manager), to manage the secured assets the possession of which has been taken over by the secured creditor;
>
> (d) require at any time by notice in writing, any person who has acquired any of the secured assets from the borrower and from whom any money is due or may become due to the borrower, to pay the secured creditor, so much of the money as is sufficient to pay the secured debt."

Since sub-section (4) of Section 13 of the said Act deals with failure of the borrower to discharge liability within the period specified in sub-section (2) thereof, we consider

appropriate to reproduce sub-section (2) of Section 13 also, which is as under :-

> "**13. Enforcement of security interest. —**
>
> … … … … … … … …
>
> (2) Where any borrower, who is under a liability to secured creditor under a security agreement, makes any default in repayment of secured debt or any instalment thereof, and his account in respect of such debt is classified by the secured creditor as non-performing asset, then, the secured creditor may require the borrower by notice in writing to discharge in full his liabilities to the secured creditor within sixty days from the date of notice failing which the secured creditor shall be entitled to exercise all or any of the rights under sub-section (4)."

21. It is really not in dispute, in the present case, that the notice was served on the borrower as well as the mortgagor. Not only that possession notice has been found to have been served on the mortgagor in accordance with law and as per Appendix IV wherein the amount due from the mortgagor has been set out. Thus, notices have been served at both stages and the mortgagor failed to oblige by making the relevant payments. Sub-section (4) of Section 13 thereafter prescribes the recourses open to the secured creditor including taking possession of the asset and require the borrower to pay the secured creditor such amount of money as is sufficient to pay the secured debt (clause d). Once again on taking possession, notice has been served, which has been found to be in accordance with law by the DRAT. We, thus, fail to appreciate what quantification is required to be done at this stage when auction notice has been published soon thereafter. Thus,

we find no reason for the order of remand to determine any aspect in the present case.

22. We may note in the end that for almost eight years, the principal borrower has evaded the liability after the account has been declared NPA. The assets of the sister concern are being sold, which are mortgaged with the State Bank of India. Both the concerns operate from the same address. The endeavour of the mortgagor to file an appeal in the DRT (Jaipur) while the proceedings for recovery are pending before the DRT, Delhi and proceedings under the said Act had been taken in accordance with law for re-possession of the secured asset and sale of the same to clear the outstanding is only an endeavour to somehow postpone the inevitable. This is more so since it is not the case of the mortgagor that it is willing to clear the liabilities of the principal borrower, which are more than Rs.4 crores.

23. We, thus, allow the writ petitions and quash the impugned orders of the DRAT dated 16.04.2009 and of the DRT dated 05.03.2008 making the rule absolute.

24. The petitioners are entitled to costs of Rs.10,000/- each for the two petitions to be paid by M/s. Kandhari & Kandhari (P) Ltd.

SANJAY KISHAN KAUL, J.

FEBRUARY 05, 2010 VEENA BIRBAL, J.
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