

National Agricultural Co-Operative ... vs Union Of India And Ors on 21 March, 2018

Author: Siddharth Mridul

Bench: Siddharth Mridul, Deepa Sharma

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* IN THE HIGH COURT OF DELHI AT NEW DELHI
+ W.P.(C) 3159/2016
NATIONAL AGRICULTURAL CO-OPERATIVE
MARKETING FEDERATION OF INDIA LTD Petitioner
Through: Mr. Manik Ahluwalia, Advocate

versus

UNION OF INDIA AND ORS Respondents
Through: Mrs. Bharathi Raju, CGSC for R-1 &
R-2
Mr. Saran Suri, Advocate with Mr.
Roshan Kumar, Advocate, Mr. D.S.
Suri and Ms. Gauri Deshpandey,
Bank Officer BOM for R-3
Mr. P.I. Jose, Advocate for R-9 & R-
10

CORAM:
HON'BLE MR. JUSTICE SIDDHARTH MRIDUL
HON'BLE MS. JUSTICE DEEPA SHARMA
ORDER

% 21.03.2018
CM 11175/2018

The present application instituted on behalf of the
applicant/respondent No.3 prays as follows:-

- "1. That the stay order dated 08.04.2016 passed by this Hon'ble court may be vacated;
2. That the aforesaid writ petition may be disposed of in terms of the settlement arrived at between the parties;
3. Any other prayer/further prayer that this Hon'ble Court may deems fit and proper in the facts and circumstances may be granted in favour of respondent No.3."

Mr. Saran Suri, learned counsel appearing on behalf of the applicant/respondent No.3 invites our attention to the Minutes of Meeting held on 27.12.2017 to discuss the rehabilitation plan for National Agricultural Co-operative Marketing Federation of India Ltd. (NAFED), where Secretary

(AC & FW); Secretary, Department of Expenditure; and Secretary, Department of Financial Services, were present. At the said meeting it is observed broad parameters of the rehabilitation plan have been discussed and finalized; and after detailed deliberations, it has inter alia been agreed as under:-

".....2. NAFED shall give consent for encashment of its attached FDRs amounting to Rs.70 crore approximately for release to lender banks immediately.

XXXX XXXX XXXX XXXX
XXXX XXXX XXXX XXXX

4. In addition to the above cash payments, NAFED will transfer/assign the sale rights of its property located at Lawrence Road, New Delhi valued around Rs.254 crore to Central Bank of India to meet the shortfall of the OTS amount of Rs.478 crore....."

It is an admitted position that the above agreement, which contains other terms as well, is essentially aimed at working out a One Time Settlement (for short 'OTS') between NAFED and the lender banks.

In view of the foregoing, Mr. Saran Suri prays that the stay order dated 08.04.2016 passed by this Court may be modified, so as to permit the lender banks to encash the subject FDRs for release to them, and to sell the subject property towards the payment of OTS amount.

Issue notice.

Mr. Manik Ahluwalia, learned counsel appearing on behalf of the non-applicant/NAFED accepts notice and does not oppose the limited prayer, inasmuch as, they are signatories to the OTS arrived at between the parties and bound by the same.

Mr. P.I. Jose, learned counsel appearing on behalf of the non-applicants/respondents No.9 and 10 accepts notice and also does not oppose the application; save and except to state that further directions may be warranted in order to ensure the successful implementation of the OTS, and that an appropriate application shall be instituted on their behalf, if considered necessary.

In view of the foregoing, the present application is disposed of by modifying the said order dated 08.04.2016, to the extent that the lender banks are permitted to encash the attached FDRs standing in the name of NAFED, and further the latter is directed to transfer/assign the sale rights of the subject property at Lawrence Road, New Delhi to the Central Bank of India, to be applied in meeting the shortfall towards disbursement of payment in the subject OTS.

With the above directions, the application is disposed of.

A copy of this order be given dasti under the signature of Court Master to counsel for the applicant/respondent No.3.

SIDDHARTH MRIDUL, J DEEPA SHARMA, J MARCH 21, 2018 dn