

Prem Singhee vs Icici Bank Ltd & Ors on 19 May, 2023

Author: Najmi Waziri

Bench: Najmi Waziri, Sudhir Kumar Jain

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IN THE HIGH COURT OF DELHI AT NEW DELHI
W.P.(C) 6404/2023 & CM APPL. 25220/2023
PREM SINGHEE

ICICI BANK LTD & ORS.

CORAM:

HON'BLE MR. JUSTICE NAJMI WAZIRI

HON'BLE MR. JUSTICE SUDHIR KUMAR JAIN

ORDER

% 19.05.2023 The hearing has been conducted through hybrid mode (physical and virtual hearing).

CM APPL. 25221/2023 (Exemptions)

1. Allowed, subject to all just exceptions.
2. The application stands disposed-off.
3. This application seeks exemption from serving R-2, R-3 and R-4 as they are proforma parties.
4. In view of the above, service upon R-2, R-3 and R-4 is dispensed with.
5. The application stands disposed-off.

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The authenticity of the order can be re-verified from Delhi High Court Order Portal by scanning the QR code shown above. The Order is downloaded from the DHC Server on 24/09/2023 at 17:04:34 W.P.(C) 6404/2023 & CM APPL. 25220/2023

6. The petitioner is aggrieved by the order dated 18.04.2018 passed by the Recovery Officer, Debts Recovery Tribunal-I, Delhi in R.C. No.317/2017, issuing a blanket restraint upon the petitioner from travelling outside of India and directing him to seek prior permission for each proposed travel.

7. The learned Senior Advocate for the petitioner submits that the impugned order is in the teeth of this court's directions dated 01.11.2019 in W.P.(C) 11581/2019 titled as "L. Madhusudhan Rao v ICICI Bank Limited and Ors.", which has held inter-alia as under:

" ...

8. This Court in ICICI Bank Limited v. Kapil Puri (supra) noted that while the deed of guarantee executed by the Respondents in that case did contain a clause which required them to take prior permission of the ICICI Bank Limited in the event of travelling abroad for employment or business or a long term stay, such a clause did not empower "the DRT to direct, that Respondents No.1 and 2 would seek its permission." This Court was of the view that in purported invocation of its power under Section 19 (25) of the RDDBFI Act, such an order could not have been passed by the DRT. ...

12. Mr. Aggarwal, learned counsel for the ICICI Bank Limited on a query by this Court admitted that ICICI Bank Limited had accepted the decision in Kapil Puri (supra) and did not choose to challenge it. The judgment has held the field, as far as this High Court is concerned, since March, 2017. He tried to persuade this Court that it should doubt the correctness of the said judgment and refer the matter to a larger Bench.

13. Having examined the said judgment in Kapil Puri This is a digitally signed order.

The authenticity of the order can be re-verified from Delhi High Court Order Portal by scanning the QR code shown above. The Order is downloaded from the DHC Server on 24/09/2023 at 17:04:34 carefully and noting the fact that even the ICICI Bank Limited has not chosen to challenge it till date, this Court is not persuaded to accept the above plea. Indeed, the wording of the above clause in the deed of guarantee is unambiguous. There is no question of the DRT, or for that matter the DRAT, bound as they are in their respective functioning by the provisions of RDDBFI Act to exercise powers in terms of the said clause in the guarantee to restrain the Petitioner from travelling abroad. In the circumstances, the Court fails to understand the DRAT adding the above line to the order by which it reserved judgment in the two appeals filed by ICICI Bank Limited imposing a blanket ban on the Petitioner herein from leaving the country. This appears to be far beyond even the clause in the deed of guarantee executed by the Petitioner.

14. Following the judgment of this Court in Kapil Puri (supra), this Court has no hesitation in holding that the DRAT could not have issued such a blanket order

restraining the Petitioner from leaving the country, particularly when it was called upon to decide the correctness of the order dated 20th July, 2019 of the DRT in the appeals pending before it and without any interim order earlier having been passed by it staying the orders in appeal before it.

15. Accordingly, the portion of the impugned order which reads "till the pronouncement of orders, Respondent No.1 shall not leave the country" is hereby set aside.

..."

8. Reliance is also placed on the order of this court in ICICI Bank Ltd. v.

Kapil Puri, (2017) 238 DLT 685 (DB) which reads inter-alia as under:

"...

17. Having heard the learned counsel for the parties, the question, which arise for consideration is whether the Tribunal constituted under the Recovery of Debts Due to This is a digitally signed order.

The authenticity of the order can be re-verified from Delhi High Court Order Portal by scanning the QR code shown above. The Order is downloaded from the DHC Server on 24/09/2023 at 17:04:35 Banks & Financial Institutions Act, 1993 („Act of 1993) has the power in terms of the provisions of the said Act to impose travel restrictions on a defaulting borrower/guarantor. ...

33. The plea of Mr. Vashist that in these judgments, this Court did not have the occasion to consider Section 19(25) of the Act of 1993 is concerned, even this provision would not support the order of the DRT and in this regard we agree with the following reasoning of the DRAT:--

"The Debts Recovery Tribunal being a creature of statute would have power as conferred on these Tribunals by the statute. If the intention was to confer such power allowing the Tribunal to restrain a person from travelling abroad, it ought to have been so conferred on the Tribunal. Here notice can be taken of the provisions of Section 19(17) of the RDDDBFI Act which empowers the Recovery Tribunal to order detention of a person in civil prison for a period not exceeding three months if such person is found guilty of disobedience or breach of any order made by the Tribunal. Apparent reason for not bestowing power to the Tribunal to restrain the borrower from travelling abroad may be because borrower is not needed to remain present in person before the Tribunal when the recovery proceedings are in progress. It is his property only which is the security for recovery of the debt and his presence may be need at much later stage during the recovery proceedings as and when ordered if full

amount is not recovered from the secured assets. To justify passing of such order by invoking the provisions of Section 19(25) of the RDDBFI Act or Rule 18 of the Rules to urge that these would be available to ensure recovery may lead to creating or recognizing a right or liability or obligation which is not provided for in the Statute."

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34. Apart from the above, which answer's the question whether the Tribunal can pass an order restraining a defaulting borrower/guarantor from travelling abroad, we note, in the case in hand, the Tribunal has set aside the impugned order on the following finding of fact:--

"Before parting with the case, protest raised by the Counsel for the Bank may call for a notice when he says that if permitted to travel abroad, the appellants are not likely to return back. There is no material shown to me in support of this contention. More so, for prosecution of OA presence of the borrower or the guarantor before the Tribunal is not necessary. Facilities advanced by the Bank/Financial Institution are generally secured by the property (ies) which is/are known as secured assets. These may be by personal guarantees which are accompanied by mortgage of some property or otherwise. Thus, these are the securities through which recovery is to be effected. No doubt, a stage may come when need for taking the borrower in custody may arise but generally that is very rare and may have to be resorted in exceptional cases. Unlike, criminal trials where proceedings cannot continue in the absence of accused, the proceedings before the Debts Recovery Tribunals can continue even when the borrower or the guarantor is not present. Thus, the order pacing restriction on the movement of the appellants is not called for though prosecution of the OA is pending before the Tribunal below."

35. Insofar as the plea of Mr. Vasisht in the alternative that even in terms of the Deeds of Guarantee dated October 21, 2011 and October 29, 2012, the respondents 1 and 2 have agreed not to leave India for employment or business or for long term stay abroad so long as any amounts remain outstanding under the Facility together with interest and other dues and charges including repayment charges as per This is a digitally signed order.

The authenticity of the order can be re-verified from Delhi High Court Order Portal by scanning the QR code shown above. The Order is downloaded from the DHC Server on 24/09/2023 at 17:04:35 the Rules of the said Bank then in force and by relying upon the judgment of the Supreme Court in the case of Zoroastrian Cooperative Housing Society Ltd. (supra), is concerned there is no doubt on the proposition of law laid down by the Supreme Court. Surely, the Deeds of Guarantee being contractual in nature would bind the respondents 1 and 2 but a closure look of the stipulation would reveal that the respondents 1 and 2 have contracted not to leave India for employment or business or for long stay abroad, so long as any amount remain outstanding without the permission of the

petitioner. The eventualities have been stipulated i.e employment or business or for long term stay abroad, surely reveals that as long as the visit is not for employment or for business or for a long stay abroad, they can leave India. The order of the Tribunal dated May 9, 2014 does not take into consideration these aspects but it is a general order that as and when they would go out of India, they will inform the Tribunal and seek permission of the Tribunal and such a blanket order is unjustifiable nor the Tribunal drew sustenance from the provisions of the Deeds of Guarantee as, the term of contract stipulates without the permission of ICICI, which surely would not empower the DRT to direct, that the respondents 1 and 2, would seek its permission. It is surely an order, which appears to have been passed by the DRT purportedly invoking its power under Section 19(25) of the Act of 1993 and in view of our aforesaid finding, could not have been passed.

36. In the impugned order, the Tribunal has in the penultimate para held that there is no material to show to the Tribunal that if the respondents 1 and 2 are permitted to travel abroad, they are not likely to return back. The same is a finding of fact and nothing has been shown to us nor any material placed in support of this stand of the petitioner Bank.

..."

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9. The aforequoted pronouncements by the Division Bench of this court, are binding upon the Tribunals with the territorial jurisdiction of this court. Yet the Recovery Officer has gone ahead and curtailed the petitioner's freedom of movement guaranteed under Article 19 and 21 of the Constitution of India, 1950. The impugned order is problematic.

10. On an earlier occasion, in an identical circumstance, the petitioner had been granted permission to travel outside the country by order dated 03.06.2022 passed by the DRT in RC No. 317/2017 in O.A. No. 626/2016. The arguments now raised by the respondents are identical to the arguments raised in that order by the same learned counsel and they were rejected. The petitioner was permitted to travel abroad. The said order is reproduced as under:

"1. The counsel for CD3 requested that the Application filed by him vide Dy. 3620 dated 27.05.2022 (hereinafter referred to as the said application) may be expedited due to the fact that CD3 proposes to go abroad in the first week of this month (June 2022). The counsel for the Bank argued that the said Application in para (ii) of the Prayer Clause states that CD3 proposes to travel abroad on 04.06.2022 and the tickets filed with the said Application pertain to travel from 01.06.2022 to 06.06.2022 and therefore the same has become infructuous as the date of travel has already passed. The counsel for CD3 however, contended that the said Application is still relevant as the date mentioned was a typographical error and that his client does not intend to travel abroad without seeking the permission of this Forum. He further

contended that the said Application in para (iii) of the Prayer Clause seeks to recall the order dated 18.04.2018 of this Forum, and hence due to this reason the said Application has not become infructuous.

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2. The counsel further relied on the dictum given by the Hon ble High Court of Delhi in the matter of ICICI Bank Ltd. Vs. Kapil Puri & Ors. In WP(C) No. 10765/2015 (2017 SCC Online Del 7377) and L. Madhusudhan Rao Vs. ICICI bank Limited and Ors. In WP (C) No. 11581/2019. Relying on the said judgments, the counsel submitted that the Forum does not have the powers to restrain any citizen from travelling abroad.

3. Further, the counsel further submitted that the said Application is not an Application for review of order dated 18.04.2018 and is an Application for recall of the said order. He relied on the orders dated Indian Bank Vs. Satyam Fibres India Pvt. Ltd. (AIR 1996 SC 2592) and Budhia Swain and Or. Vs. Gopinath Deb and Ors. (MANU/SC/0932/1999) and stated that it is a settled law that misinterpretation of law and/ or mistake of court shall prejudice no litigant and if a person is harmed by a mistake of the Court/ Tribunal he should be restored to the position he would have occupied but for that mistake. It was further stated that it is a settled law that where the Court commits a jurisdictional error or other mistake which prejudices a party, the court has the inherent power to recall its order.

4. On the other hand the Counsel for the CH bank vehemently opposed the said application and submits that the present application is nothing but a gross misuse of the process of law. She submitted that the CDs owe more than 2000 crores to various banks. The present RC itself is for more than Rs. 400 crores and that the CD No. 3 has not made payment of a single penny towards the aforesaid dues after the issuance of the RC.

5. The Counsel for the CH bank further submitted that the order dated 18.04.2018 of this Forum had been appealed against by CD3 & 4 and the Hon ble DRT1, Delhi dismissed the same vide its order dated 12.07.2018 on technical ground of non-deposit of the requisite statutory deposit of 50% of the amount specified in the RC. It is further submitted that since This is a digitally signed order.

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6. It is submitted that since the purpose of travel of CD No. 3 is a business purpose, CD No. 3 is required to take permission from the Applicant Bank in terms of Deed of Guarantee dated 31.05.2012 executed by CD no. 3 in favor of the CH bank. As per the said clause 6 (v) of the said Deed of Guarantee, the Defendants are required to take prior permission of the Applicant before undertaking foreign travel. The said clause is being reproduced as under for ready reference:

"6. The Guarantors further agree that unless the Finance Parties shall otherwise previously approve in writing, the Guarantors shall not:

i)

ii)

iii)

iv)

v) Leave India for employment or business or for long term stay abroad so long as any amounts remain outstanding under the Facility together with interest and other dues and charges including prepayment charges as per the rules of the finance Parties then in force. Whether the stay is long term or not shall be decided solely by the Finance Parties.

....."

7. It is submitted by the counsel for CD3 that the said provision has been dealt with by the Hon ble Delhi High Court in the Judgment of Kapil Puri itself in para Nos. 34 & 35. The relevant paras are reproduced herein below:

"34. Insofar as the plea of Mr. Vasisht in the alternative that even in terms of the Deeds of Guarantee dated October 21, 2011 and October 29, 2012, the respondents 1 and 2 have agreed not to leave India for employment or business or for long term stay abroad so long as any amounts remain outstanding under the Facility together with interest and other dues This is a digitally signed order.

The authenticity of the order can be re-verified from Delhi High Court Order Portal by scanning the QR code shown above. The Order is downloaded from the DHC Server on 24/09/2023 at 17:04:36 and charges including repayment charges as per the Rules of the said Bank then in force and by relying upon the judgment of the Supreme Court in the case of Zoroastrian Cooperative Housing Society Ltd (supra), is concerned there is no doubt on the proposition of law laid down by the Supreme Court. Surely, the Deeds of Guarantee being contractual in nature would bind the respondents 1 and 2 but a closure look of the stipulation would reveal that the respondents 1 and 2 have contracted not to leave India for employment or business

or for long stay abroad, so long as any amount remain outstanding without the permission of the petitioner. The eventualities have been stipulated i.e employment or business or for long term stay abroad, surely reveals that as long as the visit is not for employment or for business or for a long stay abroad, they can leave India. The order of the Tribunal dated May 9, 2014 does not take into consideration these aspects but it is a general order that as and when they would go out of India, they will inform the Tribunal and seek permission of the Tribunal and such a blanket order is unjustifiable nor the Tribunal drew sustenance from the provisions of the Deeds of Guarantee as, the term of contract stipulates without the permission of ICICI, which surely would not empower the DRT to direct, that the respondents 1 and 2, would seek its permission. It is surely an order, which appears to have been passed by the DRT purportedly invoking its power under Section 19(25) of the Act of 1993 and in view of our aforesaid finding, could not have been passed.

35. In the impugned order, the Tribunal has in the penultimate para held that there is no material to show to the Tribunal that if the respondents 1 and 2 are permitted to travel abroad, they are not likely to return back. The same is a finding of fact and nothing has been shown to us nor any material placed in support of this stand of the petitioner Bank."

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8. The counsel for the CH Bank submitted that the counsel for the CD3 and 4 got a statement recorded in the order dated 02.08.2018 of this Forum that, CD3 & 4 will fully comply with the directions dated 18.04.2018 regarding „informing and seeking prior permission of this Ld. Forum before leaving the shore of the country (India) and till date has not travelled outside India after orders dated 18.04.2018. She however further submitted that Sh. Padam Singhee committed breach of the said order and proceeded on foreign travel from 02.05.2018 to 08.05.2018 to London and Abu Dhabi without obtaining prior permission from this Forum.

9. To this the counsel for CD3 submitted that the present application pertains to CD3 and not to CD4.

10. She further submitted that the Hon ble Presiding Officer of DRT-I (since the then Ld. R.O. was on leave on 19.06.2018) on an application of CD3 & 4, for seeking permission for foreign travel, passed an order dated 19.06.2018 and imposed certain conditions which were never complied by them. The relevant portion of the said order dated 19.06.2018 is reproduced as under:

"Considering submissions of both the parties, this IA is allowed with following conditions :-

(i) That Applicant in IA/CD no. 3 will provide copy of complete Passport including visa portion before leaving the country.

(ii) Furthermore, CD No. 3 will also deposit a sum of rs.

50.00 lac in the name of Registrar of this Tribunal before leaving the country and same shall remain subject to further directions of this Tribunal and alternatively, CD No. 3 is directed to file copy of title documents with regard to property bearing No.4-A Street C-1, Sainik Farm, New Delhi before this Tribunal before leaving the country.

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(iii) CD No.3 is further directed to file detailed affidavit of assets, moveable and immovable and also to comply order dated 18.04.2018 before next date of hearing.

(iv) It is further directed that after returning to India, CD No. 3 shall also provide details regarding expenses of travel abroad on affidavit with copy to other side.

With the above said directions, Applicant in IA/CD No.3 is permitted to travel abroad from 20.06.2018 and IA stands disposed off accordingly."

11. She further submitted that CD3 should not be permitted to visit abroad as she apprehends that CD3 may not return to the country.

12. It is further submitted that CH Bank has filed application for arrest and detention of the CDs which are pending adjudication before this Ld. Forum since April 2018. The possibility cannot be ruled out that the CDs may leave this country for good so as to avoid their arrest in the present proceedings and that an exception was carved out even in the case of Kapil Puri (supra).

13. It was further submitted that on a bare perusal of the documents produced by it is made out that the Letter dated 26.05.2022 by a Company called „Solar Wadi (which has been wrongly stated to be „Nat Vora Solar Wadi in the said Application dated 27.05.2022) does not appear to be genuine and it appears that the same has been simply procured so as to mislead this Forum by creating a false semblance of genuineness. It is submitted that even the Air tickets have been purchased on 26.05.2022.

14. Lastly it was submitted by the counsel for the Bank that when her clerk went to deliver a Notice to Show Cause to Arrest qua the CD3 and 4, in another matter, at the address mentioned in the Affidavit by Sh. Prem Singhi, i.e. J-238/3, This is a digitally signed order.

The authenticity of the order can be re-verified from Delhi High Court Order Portal by scanning the QR code shown above. The Order is downloaded from the DHC Server on 24/09/2023 at 17:04:36 Lane W-15, Western Avenue, Sainik Farm, New Delhi-110062, it was written on the Notice by one Smt. Rekha as follows:

15. She rested her arguments by stating that the CD3 has not approached this Forum with clean hands and that the CD has misled this Forum time and again and therefore he may not be permitted to visit abroad.

16. Heard both sides.

17. Considering the submissions of the CD No.3 and also the judgments relied by the CD No.3 especially the judgment of Hon ble High Court of Delhi in the matter of ICICI Bank Ltd. Vs. Kapil Puri (supra), the CD No.3 is hereby allowed to go abroad. He is hereby directed to return back to India and on return, he is directed to file an affidavit providing the following details:

i) name of client/company with whom the meeting would be conducted;

ii) details of expenses incurred in foreign travel including towards air ticket, lodging and boarding expenses etc.;

iii) details of the bank accounts/credit card/any other mode through which the tickets were purchased for the travel, hotel bookings were made and other expenses were incurred; and

iv) copy of passport;

18. With the above directions, the said Application is disposed off accordingly."

11. The permission granted by the DRT-I was not appealed against and the petitioner travelled abroad and returned. Recently, i.e. on This is a digitally signed order.

The authenticity of the order can be re-verified from Delhi High Court Order Portal by scanning the QR code shown above. The Order is downloaded from the DHC Server on 24/09/2023 at 17:04:36 24.04.2023, the petitioner has been granted permission to travel abroad by the CBI court in CBI No. 26/2023 titled as CBI v. Padam Chiman Lal Singhee & Ors., pending before where the criminal case relating to the outstanding/loaned amounts, etc is pending. The said order reads as under:

"1. Vide this order I shall dispose of an application filed by the applicant / accused Prem Singhee seeking permission to travel to UAE, Oman, Iran, Turkey, U.K, South Korea and Singapore for a period of 180 days i.e from 24.04.2023 to 24.10.2023 for emergent business purposes.

2. It is averred by Ld. Counsel for the applicant that the applicant is currently serving as President (Strategy & Business Development) in M/s Semco Forge Pvt. Ltd and heading a project namely „Bitumen Project . That owing to the fact that the Bitumen Project for which the applicant has been engaged in M/s Semen Forge Pvt. Ltd has reached its crucial stage, the applicant is required to travel to multiple countries for discussions and negotiations and to conduct several meetings at regular intervals for various purposes in furtherance of the project such as raw material suppliers, contractors, shippers, financial consultants etc.

3. It is further submitted by the applicant that the applicant has deep roots in the society and .is not evading any investigation process. He is ready and willing to join the investigation as and when required, The applicant currently is living with his family comprising of his old aged mother, wife, sons, daughters in law, grandson etc. and is suffering from immense financial issues since 2012 due to which the present employment of the applicant is the only means of catering to the needs of his family. That earlier on several occasions the court had allowed applicant's application seeking permission to travel for the above said project. The applicant has also filed on record the copy of the This is a digitally signed order.

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4. Reply to the said application filed by CBI wherein it is averred that the applicant is the Director of M/s SVOGL Oil Gas & Energy Ltd, sister concern of M/s Maxtech Oil & Gas Services Pvt. Ltd and is also the guarantor of term loan of Rs. 75 crores sanctioned in the name of M/s Maxtech Oil & Gas Services Pvt. Ltd. It is further submitted that notices U/s 91 and 160 Cr.P.C were issued to the applicant to join the investigation on 26.10.2022. It is further stated that absence of the accused / applicant from India for such a long time of six months may effect further investigation in the present matter and is likely to delay the trial as well.

5. I have heard the contentions of both the parties and have perused the record.

6. Perusal of the record shows that the applicant has been named as an accused in FIR having RC No. 219/2021/E/0008, U/s 120B r/w Section 420/468/471 IPC and Section 13 (2) r/w Section 13

(l) (d) P.C. Act on the basis of a complaint received from Sh.

Diwan Singh Chauhan, DGM, Bank of India, New Delhi, Asset Recovery Branch.

7. The applicant has already travelled to various foreign countries including Thailand, China, Turkey, UAE, Oman, Iran, Dubai etc while his matters were pending before the Debt Recovery Tribunal as well as before this court. The applicant was also granted permission to travel abroad vide order dated 27.10.2022, 22.12.2022 and 23.02.2023 of this court. It is not the case of the prosecution that the applicant has ever tried to evade any summons issued against him or has failed to cooperate in the investigation process or has tried to evade any direction issued against him while allowing his application seeking permission to travel abroad.

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8. It is a settled law that right to travel overseas is a fundamental right guaranteed under Article 21 of the Constitution of India as declared by the Hon ble Supreme Court in Satwant Singh Sawhney Vs D. Ramarathnam, AIR 1967 SC 1836 & reiterated in Maneka Gandhi Vs Union of India AIR 1978 SC 597. In the present case, the applicant requires to travel abroad for business purposes and since he has to hold several meetings at various places for the success of the Bitumen Project, the present application has been filed seeking permission to travel to various countries during the span of six months. However, in order to balance the interest of the accused as well as the prosecuting agency it is necessary to ensure presence of the accused as and when required for the purpose of further investigation and trial. It is not disputed by the Investigating Agency that the applicant has a joint family living in India and that the applicant on earlier occasions as well has travelled abroad without flouting any conditions. Thus, the probability of the applicant fleeing away seems to be very bleak.

9. In these circumstances, the application filed by the applicant to travel to UAE, Oman, Iran, Turkey, U.K, South Korea and Singapore for a period of 180 days i.e from 24.04.2023 to 24.10.2023 is allowed subject to following conditions :-

- 1) He will not try to influence witnesses if any, in the countries that he is visiting,
- 2) The applicant shall intimate this court as well as the IO in this case regarding his departure from India atleast two days prior to his leaving the country and shall intimate about his arrival back to India to this court as well as the IO within two days of his returning back to India.
- 3) Applicant shall not evade further investigation and report his arrival to the IO immediately on his return.
- 4) He shall remain available on phone/e-mail to the provided to the IO/court in case of any need.

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5) He shall report back to the prosecuting agency in India within a period of 48 hours if he is required for the purpose of further investigation in this case.

6) He shall deposit a FDR worth Rs.5 lakhs returnable on his coming back as an additional security.

7) The applicant shall file his complete itinerary of the travel along-with address of the places where he would reside during his travel in the court before his departure from India.

Violation of any of the conditions shall be viewed seriously.

The application stands disposed off. Copy of this order be given dasti to the applicant."

12. Insofar as the petitioner's rights to travel abroad could not have been curtailed by the blanket restraint in the impugned order, the same is set aside.

13. The petitioner further submits that such conditions imposed by the Recovery Officer-II in paragraph 17 of the aforequoted order dated 03.06.2022 shall be applicable in this case as well. Let it be so done.

14. As noted in paragraph 2 of the aforequoted order dated 24.04.2023 in CBI v. Padam Chiman Lal Singhee & Ors., the petitioner intends to travel to UAE, Oman and Iran. In view of the above, the petitioner is granted permission to travel to the said countries till the next date.

15. The petitioner shall furnish details of his travel as ordered by the DRT vide its order dated 03.06.2022 and by the CBI court vide its order dated 24.04.2023.

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16. List on 07.08.2023.

NAJMI WAZIRI, J SUDHIR KUMAR JAIN, J MAY 19, 2023 SS This is a digitally signed order.

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