



DEBTS RECOVERY TRIBUNAL-III, DELHI
4th Floor, Jeevan Tara Building,
Parliament Street, New Delhi

PRESIDING OFFICER:MR. SHIV KUMAR - I

(T.A. No. : 33/2022)

1. **Canara Bank(Erstwhile Syndicate Bank)**
Stressed Asset Management Branch,
3rd Floor, DDA Complex, Lajpat Nagar,
Opposite Moolchand Hospital,New Delhi-110024
2. **Axis Bank Limited**
"Axis House" Sector-128,Noida-201304
(Uttar Pradesh)

Through Mr. Susheel Kumar Sharma, Chief Manager, Canara Bank (Erstwhile Syndicate Bank).

.....Applicant Banks

Versus

1. **M/s LEEL Electricals Limited (LEEL)**
Having its' Registered Office at:
Unit No. 8, Block-B, Old District Courts Complex.
Industrial Area, Phase-II,
Noida (U.P.)-201305

Corporate office:

159, Okhla Industrial Estate Phase III, New Delhi-110020

Now Represented through its Resolution Professional:
Mr. GangaramAgarwal

Having Office at:

14254, ATS One Hamlet, Sector- 104, Noida,
GautamBudh Nagar, Uttar Pradesh - 201301

Ganga.manjuagarwal@gmail.com

Also at: E-10A, Kailash Colony, G.K.-1, New Delhi-110048

leel@aaaainsolvency.com

2. **Mr. Bharat Raj Punj – Promoter**
(Guarantor/Promoter/legal heir to guarantor)
B-20, Greater Kailash-I, New Delhi-110 048



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3. **Mrs. Brinda Jajoo w/o Shri Varun Jajoo (Guarantor/legal heir to guarantor)**
W-10/14, Western Avenue, Sainik Farm, New Delhi 110062
4. **Perfect Radiators and Coolers Pvt. Ltd.**
Registered office: 13A, Connaught Place, New Delhi-110001
5. **Himalayan Mineral Water Pvt. Ltd.**
Registered office at C-1/1, Industrial Area Selaqui, Dehradun (Uttaranchal)

.....DEFENDANTS

Date of Institution: 13.02.2020

Date of Pronouncement: 19.07.2025

Counsels : Mr. Ronnie S Brara, for Applicant Bank.

Mr. Randheer Kumar Singh, for Defendant No. 4 & 5.

FINAL ORDER

1. This original application has been filed by the Applicant Bank, on 13.02.2020, through Mr. Susheel Kumar Sharma, Chief Manager, The Applicant Bank No. 1, namely Canara Bank (Erstwhile Syndicate Bank), is a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970, having its Head Office at P. B. No. 1, Manipal – 576104, Karnataka, India, and operating branches across the country, including its S.A.M. Branch located at Lajpat Nagar, Opposite Moolchand Hospital, DDA Complex, New Delhi – 110024. against the Defendants recovery of a sum of Rs. 139,57,80,091.11 /- (Rupees OneThirty-Nine Crores Fifty-Seven Lacs Eighty Thousand Ninety-One and Paise Eleven only) as on 01.01.2020 along with further interest at contractual rates @

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18% per annum actual realization in full along with costs, charges and expenses etc., w.e.f., 01.01.2020 may be passed against Defendants No. 1 to 5, jointly and severally, individually and co-extensively and favour of the Applicant Banks.

2. It is pertinent to note here that this OA bearing no. 140/2020 was originally filed before Ld. DRT-II, Delhi, however, in pursuance to Gazette Notification No. 4718(E) dated 04.10.2022 issued by Government of India, Department of Financial Services, Ministry of Finance, this case file was transferred by Ld. DRT-II, Delhi to this Tribunal in 14.10.2022 and was numbered at TA-33/2022.
3. That the Applicant Bank No. 1, originally Syndicate Bank and now amalgamated with Canara Bank w.e.f. 01.04.2020 under the Government of India's Bank Merger Scheme, is a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, with its Head Office at P.B. No. 1, Manipal – 576104, Karnataka, and a branch at S.A.M. Branch, Lajpat Nagar, New Delhi – 110024. The present Original Application is being instituted, signed, and verified by Mr. Susheel Kumar Sharma, Chief Manager of the said branch, who is fully conversant with the case and duly authorized under Power of Attorney dated 18.03.2016. The Applicant Bank is a member of a consortium of lenders formed to manage and secure the credit facilities sanctioned to Defendant No. 1, M/s LEEL Electricals Ltd., and now seeks recovery of dues from the same Defendants as in O.A. No. 745 of 2019 (*State Bank of India vs. LEEL Electricals Ltd. & Ors*) under Section 19(2) of the Recovery of Debt and Bankruptcy Act, 1993.
4. That the Applicant No. 2, Axis Bank Limited, is a banking company within the meaning of Section 5(c) of the Banking

Regulation Act, 1949, incorporated under the Companies Act, 1956, and having its registered office at Trishul, Third Floor, Opposite Samartheshwar Temple, Near Law Garden, Ellisbridge, Ahmedabad – 380006, Gujarat. The Bank has branches across India, including its Structured Asset Group branch at Axis House, I-14, Tower-4, Fourth Floor, Sector-128, Noida – 201304. The present Original Application is being instituted, signed, and verified by Mr. Shekhar Jain, Deputy Vice President at the Corporate Banking Branch, 3rd Floor, 25 Pusa Road, Karol Bagh, New Delhi – 110005, who is fully conversant with the facts of the case based on official records and is duly authorized to represent the Applicant Bank in terms of a Power of Attorney,

5. The present Original Application is being filed jointly by Applicant Bank No. 1 (originally Syndicate Bank, now amalgamated with Canara Bank) and Applicant Bank No. 2 (Axis Bank Limited) under the provisions of Section 19(2) of the Recovery of Debt and Bankruptcy Act, 1993, seeking permission to join the pending Original Application being O.A. No. 745 of 2019 titled *State Bank of India vs. LEEL Electricals Ltd. & Ors.* The Applicant Banks are also creditors of the same set of parties, i.e., Defendant No. 1 to 5, from whom they seek to recover their respective outstanding dues arising from credit facilities extended as part of a consortium lending arrangement. Accordingly, this application is being filed to ensure a consolidated adjudication of claims against the common borrowers and guarantors.
6. The brief facts of the case are that the Defendant No. 1, M/s LEEL Electricals Limited (formerly known as M/s Lloyd Electric & Engineering Ltd.), is a limited company incorporated under the Companies Act, 1956, having its

registered office at Unit No. 8, Block-B, Old District Court Complex, Industrial Area, Phase-II, Noida, Uttar Pradesh, and its corporate office at 159, Okhla Industrial Estate, Phase-III, New Delhi. The company is engaged in the business of manufacturing coils and other components used in air conditioning and refrigeration systems, including heat exchanger coils. It was originally incorporated as M/s Lloyd Electric and Engineering Private Limited and was renamed as M/s LEEL Electricals Limited with effect from 23.05.2017, as evidenced by the Certificate of Incorporation Pursuant to Change of Name. Late Mr. Brij Raj Punj, promoter and personal guarantor of Defendant No. 1, died testate on 05.12.2017, leaving behind his legal heirs under the Hindu Succession Act, 1956: (1) Mrs. Renu Punj (wife), (2) Mr. Bharat Raj Punj (son – Defendant No. 2), (3) Mrs. Bhavna Sareen (daughter), and (4) Mrs. Brinda Jajoo (daughter – Defendant No. 3). As per the last Will and Testament dated 28.04.2017 executed by Late Mr. Brij Raj Punj, he bequeathed all his assets to his heirs. Subsequently, Mrs. Renu Punj and Mrs. Bhavna Sareen executed a Disclaimer Deed dated 27.07.2018, relinquishing all rights and interest in the estate in favour of Mr. Bharat Raj Punj (Defendant No. 2), without any monetary consideration. However, Mrs. Brinda Jajoo (Defendant No. 3) did not disclaim her rights and has been impleaded as a legal heir of the deceased guarantor.

7. Defendant No. 4 and 5 are corporate guarantors who executed corporate guarantees and created mortgages over their immovable properties to secure the credit facilities availed by Defendant No. 1. The said company approached the Applicant Banks, representing itself as creditworthy and capable of repaying the borrowings, based on which various fund-based and non-fund-based credit facilities were

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sanctioned to it by the Applicant Banks as part of a consortium lending arrangement.

8. So far as, Defendant No. 1 to 3 & 5 are concerned, since Defendant No. 1 to 3 & 5 are also before Ld. NCLT, hence, no order qua Defendant No. 1 to 3 & 5 can be passed against said defendant at this stage. However, it is directed that in case Applicant Banks receive any amount from the proceedings pending before Ld. NCLT, they shall give due adjustment of the same in the recovery proceedings.
9. It is stated that upon the request and representations made by the Defendants regarding their creditworthiness and financial requirements, the Applicant Bank No. 1, i.e., Syndicate Bank (now amalgamated with Canara Bank), sanctioned various credit facilities in favour of Defendant No. 1 Company vide Sanction Letter dated 28.10.2015. The said sanction was granted after due assessment and was subject to the terms and conditions outlined in the sanction letter itself. The details of the facilities sanctioned are provided in the table below.

Fund Based WC	Limit
Cash Credit (WCDL)	40.00 (40.00)
Total fund Based	40.00
Non-Fund Based	
ILC/FLC	51.00
BG\FBG	9.00
Total Non Fund Based	60.00
Forward Cover	1.04
Grand Total	101.04

(Rs. In Crores.)

10. That the Defendant No. 1 Company, vide Board Resolution dated 31.10.2015, duly accepted the terms and conditions of the Sanction Letter dated 28.10.2015 issued by the Applicant Bank No. 1 (Syndicate Bank, now amalgamated with Canara Bank), and resolved to create charge over its various assets to secure the said credit facilities. Through the same resolution, Mr. Mukat Behari Sharma was authorized to execute all necessary acts, deeds, and documents on behalf of the Company in furtherance of the said transaction. Further, the Defendant No. 1 Company acknowledged and accepted the sanctioned credit facilities by issuing a letter dated 07.11.2015. Pursuant to the Sanction Letter, the Defendants executed various security and loan documents, the details of which are provided herein below.

- i. Letter of Undertaking dated 07.11.2015 –Annexure A-7
- ii. Undertaking as per Sanction Letter dated 07.11.2015 – Annexure A-8
- iii. Personal Guarantee of Mr. Brij Raj Punj dated 07.11.2015 –Annexure A-9
- iv. Corporate Guarantee/Guarantee Agreement of Defendant No. 5 (Himalayan Mineral Water Pvt. Ltd.) dated 07.11.2015, along with Board Resolutions dated 31.10.2015 and 06.11.2015 –Annexure A-10 (Colly)
- v. Omnibus Counter Guarantee (for BG/FBG limit of Rs. 9.0 Crore) dated 07.11.2015 –Annexure A-11
- vi. Omnibus Counter Guarantee(for ILC/FLC limit of Rs. 51.0 Crore) dated 07.11.2015 –Annexure A-12
- vii. Comprehensive Pre-shipment & Post-shipment Agreement dated 07.11.2015 –Annexure A-13

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- viii. Net Worth Statement of Mr. Brij Raj Punj dated 26.08.2015 along with CA Certificate dated 11.05.2015 –Annexure A-14 (Colly)
 - ix. Confirmation Letters (four) regarding deposit of title deeds, all dated 07.11.2015 –Annexure A-15 (Colly)
 - x. Certified true copies of the Certificates issued by the Registrar of Companies (ROC) are annexed herewith and collectively - Annexure A-16 (Colly).
11. At the renewed request and representation of Defendant No. 1 for the renewal and enhancement of various credit facilities availed, Applicant Bank No. 1, Syndicate Bank, issued a sanction letter dated 07.02.2017, approving the renewal and enhancement of multiple fund-based and non-fund-based credit facilities as detailed below.

Facility	Limit	ROI
CC (enhancement from Rs. 40 crore)	60.00	One-year MCLR+2.75%pa
Sub-limit WCDL (enhancement from Rs. 40 crore)	60.00	One-year MCLR+2.75%pa
Sub-limit PCFC/PCL (reduced from Rs. 35 crore)	15	As per norms
Sub-limit EBR/FDBP/FUBP (reduced from Rs. 35 crore)	15	As per norms
Total fund Based		60.00
INLC/FLC (enhancement from 51 crore)	81.00	50% of applicable Charges
BG/FBG (renewal)	9.00	50% of applicable Charges

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Sub-limit Capex LC renewal	(10.00)	50% of applicable Charges
Sub-limit (LOU)/LOC (for availing buyers credit) renewal	(51.00)	50% of applicable Charges
Total Non-Fund Based		90.00
Total Fund Based+ None Fund Based		150.00
Forward Cover (renewal)	52.00	Applicable Charges
One-year MCLR is 8.75% w.e.f. 10.01.2017		

12. Pursuant to the aforesaid sanction, the Defendants executed various documents to secure the renewed and enhanced credit facilities. The security was created by way of hypothecation over the current assets of the Company and mortgage over certain immovable properties, as detailed herein below. Additionally, the Defendants furnished various guarantees both personal and corporate to further secure the said credit facilities. The following documents were executed or furnished by the Defendants in favour of Applicant Bank No. 1:

- i. Guarantee Agreement dated 21.02.2017 by Mr. Brij Raj Punj – Annexure A-18
- ii. Guarantee Agreements (two) dated 21.02.2017 by Defendant No. 4 and Defendant No. 5, along with Board Resolutions dated 14.02.2017 – Annexure A-19 (Colly)

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- iii. Omnibus Counter Guarantee dated 21.02.2017 (BG limit of Rs. 24.00 Crore) by Defendant No. 1 – Annexure A-20
 - iv. Omnibus Counter Guarantee dated 21.02.2017 (LC limit of Rs. 105.00 Crore) by Defendant No. 1 – Annexure A-21
 - v. Composite Hypothecation Agreement dated 21.02.2017 by Defendant No. 1 – Annexure A-22
 - vi. Power of Attorney for Collection of Bills, Book Debts & Other Receivables dated 21.02.2017 – Annexure A-23
 - vii. Comprehensive Pre-shipment & Post Shipment Agreement dated 21.02.2017 by Defendant No. 1 – Annexure A-24
 - viii. Letter of Indemnity dated 21.02.2017 – Annexure A-25
 - ix. Board Resolution dated 14.02.2017 by Defendant No. 1 – Annexure A-26
 - x. Confirmation of Deposit of Title Deeds (three) all dated 21.02.2017 by Defendants No. 1, 4, and 5 – Annexure A-27 (Colly)
 - xi. Certificates issued by ROC in May–June 2017 regarding registration of charge – Annexure A-28 (Colly)
13. Pursuant to the request and representations made by Defendant No.1 Company regarding its creditworthiness and repayment capacity, the Applicant Bank No.2, i.e., Axis Bank Ltd., sanctioned various Fund Based and Non-Fund Based credit facilities to the said Defendants through multiple sanction letters, initially vide letter dated 30.11.2015 and thereafter renewed/enhanced from time to time through sanction letters dated 17.08.2016, 31.01.2017, 16.05.2018, and finally on 22.07.2018. The facilities were sanctioned

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based on the representations of Defendant No.1, and the sanction letter dated 30.11.2015, forming the basis of initial disbursement, as detailed below.

(Rs. In Crores)

Particulars	Existing Limit	Renewed Limit
EPC/PCFC/FBP/ (Sub-limit of CC)	20.00	25.00
Standby Line of Credit	20.00	25.00
Letters of Credit (LC)	-----	6.00
BG (Sub-limit of LC)	125.00	145.00
LOU for buyers credit/SBLC (Sub- limit of LC)	85.00	85.00
SBLC-II (Sub- limit of LC)	125.00	145.00
Capex LC (Sub- limit of LC)	25.00	30.00
Capex LOU (Sub- limit of LC)	25.00	25.00
LER	5.00	5.00
LCBD*	30.00	30.00
Total WC	150.00	181.00

*excluded from calculating total WC Limits.

The repayment of the aforesaid facilities was duly secured through a combination of personal and corporate guarantees, along with the creation of security by way of hypothecation and mortgage over various movable and immovable properties, as specifically detailed in the common security documents referred to herein below.

- i. Sanction Letter dated 30.11.2015 issued by Applicant Bank No. 2, sanctioning various Fund Based and Non-Fund Based credit facilities to Defendant No.1 Company pursuant to its representation – Annexure A-29.

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- ii. Sanction Letter dated 17.08.2016 issued by Applicant Bank No. 2, modifying the terms and conditions of the Loan Equivalent Risk (LER) facility at the request of the Defendants – Annexure A-30.

14. Pursuant to the request and representations made by the Defendants, the Applicant Bank No.2 renewed and enhanced the existing working capital facilities vide Sanction Letter dated 31.01.2017. The details of the facilities sanctioned under the said sanction letter are provided herein below.

Particulars	Existing Limit	Renewed Limit
Cash Credit/WCDL	25.00	40.00
EPC/PCFC/FBP/ (Sub-limit of CC)	25.00	25.00
Standby Line of Credit	6.00	6.00
Total FB WC#	31.00	46.00
Letters of Credit (LC)	145.00	170.00
BG (Sub-limit of LC)	85.00	85.00
LOU for buyers credit/SBLC (sub-limit of LC)	145.00	170.00
SBLC-II (Sub-limit of LC)	30.00	11.10
Capex LC (Sub-limit of LC)	25.00	25.00
Capex LOU (Sub-limit of LC)	25.00	25.00
Total NFB WC	145.00	170.00
Total WC Limit	176.00	216.00
LER	5.00	5.00
LCBD	30.00	30.00
Total Sanctioned Limits	181.00	221.00

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Interchangeability was allowed from the CC/WCDL limit of Rs. 40 Crore to the LC/LOU for Buyer's Credit/SBLC-1 limit of Rs. 170 Crore, with total exposure capped at Rs. 210 Crore. These facilities were secured by personal and corporate guarantees, along with hypothecation and mortgage over various movable and immovable properties, as detailed in the common documents. The sanction terms under Sanction Letter dated 31.01.2017 were subsequently revised vide Sanction Letter dated 16.05.2018. Below are the details of the facilities sanctioned vide aforesaid sanction letter.

Particulars	Existing Limit	Revised Limit
FB		
Cash Credit/WCDL	40.00	22.00
EPC/PCFC/FBP/ (Sub-limit of CC)	25.00	12.50
Standby Line of Credit	6.00	----
Total FB WC	46.00	22.00
Letter of Credit(LC)	170.00	89.00
BG (Sub-limit of LC)	85.00	44.50
LOU for buyers credit/SBLC-1 (Sub-limit of LC) *	170.00	----
SBLC-II (Sub-limit of LC)	11.00	11.10
Capex LC (Sub-limit of LC)	25.00	25.00
Capex LOU (Sub-limit of LC)	25.00	25.00
Total NFB WC	170.00	89.00
Total WC Limits	216.00	111.00
LER	5.00	----
LCBD*	30.00	----

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Total Sanctioned Limits	221.00	111.00
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14. Pursuant to the request and representations made by the Defendants, the Applicant Bank No.2 renewed the working capital facilities with a reduction in limits vide Sanction Letter dated 27.07.2018. The details of the facilities sanctioned under the said sanction letter are provided herein below.

Particulars	Existing Limit	Revised Limit
FB		
Cash Credit/WCDL	22.00	22.00
EPC/PCFC/FBP/ (Sub-limit of CC)	12.50	0
Total FB WC #	22.00	22.00
Letter of Credit(LC)	89.00	48.00
BG (Sub-limit of LC)	44.50	1.00
SBLC(Sub-limit of LC)	11.10	0
Capex LC (Sub-limit of LC)	25.00	12.00
Total NFB WC	89.00	48.00
Total Sanctioned Limits	111.00	70.00

The repayment of the aforesaid facilities was duly secured through a combination of personal and corporate guarantees, along with the creation of security by way of hypothecation and mortgage over various movable and immovable properties, as specifically detailed in the common security documents referred to herein below.

- i. Board Resolution dated 14.03.2016 passed by Defendant No.1 authorizing acceptance of revised/fresh

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working capital facilities of Rs. 1,831 Crore and empowering Mr. Brij Raj Punj and Mr. Mukut Behari Sharma to execute loan and security documents-
Annexure A-34

- ii. Working Capital Consortium Agreement dated 15.03.2016 executed among consortium members outlining sanctioned limits, securities, and terms, with State Bank of Bikaner & Jaipur as Lead Bank -
Annexure A-35

Particulars of Existing Facilities

S. No.	Bank Name	Fund Based Limits	Non-Fund Based Limits	Total Limits
1.	Axis Bank Ltd.	20.00	125.00	145.00
2.	IndusInd Bank	--	40.00	40.00
3.	IDBI Bank Ltd	60.00	125.00	185.00
4.	The Karnataka Bank Ltd	15.00	15.00	30.00
5.	Societies Generale	---	40.00	40.00
6.	State Bank of India	260.00	145.00	405.00
7.	State Bank of Hyderabad	35.00	40.00	75.00
8.	State Bank of Travancore	45.00	70.00	115.00
9.	State Bank of Bikaner & Jaipur (Lead Bank)	160.00	275.00	435.00
10.	Standard Chartered Bank	5.00	45.00	50.00
	Total	600.00	920.00	1520.00

The credit facilities were secured by a first pari-passu charge on the Borrower's current assets, including stocks, book debts, and other movables (present and future), and a second pari-passu mortgage charge on the Borrower's immovable properties and fixed assets (excluding current assets), subject to a prior charge of Rs. 205.00 Crores in favour of term lenders. The mortgaged properties include: (i) Kala Amb Unit, Himachal Pradesh; (ii) Bhiwadi Unit, Rajasthan; (iii) Chennai Unit, Tamil Nadu; and (iv) Salempur Unit, Uttarakhand. Additional security includes a second pari-passu charge on all present and future fixed assets, the personal guarantee of Mr. Brij Raj Punj (CMD), and a corporate guarantee from M/s Himalayan Mineral Water Pvt. Ltd.

- i. Inter-se Agreement dated 15.03.2016 was executed between the Applicant Banks and other consortium members -Annexure A-36
- ii. Joint Deed of Hypothecation dated 15.03.2016 - Annexure A-37
- iii. Deed of Guarantee by Mr. Brij Raj Punj dated 15.03.2016 -Annexure A-38
- iv. Board Resolution of Himalayan Mineral Waters Pvt. Ltd. dated 04.02.2016 -Annexure A-39
- v. Deed of Corporate Guarantee by Himalayan Mineral Waters Pvt. Ltd. dated 15.03.2016 -Annexure A-40
- vi. Omnibus Counter Guarantee dated 15.03.2016 - Annexure A-41
- vii. Declaration and Undertaking by Defendant No.1 (Kala Amb &Bhiwadi units) dated 15.03.2016 -Annexure A-42
- viii. Declaration and Undertaking by Defendant No.1 (Ranipet unit) dated 15.03.2016 -Annexure A-43

- ix. Declaration and Undertaking by Defendant No.5 (Salempur unit) dated 15.03.2016 -Annexure A-44
 - x. Supplemental Memorandum of Entry (Ranipet Unit) dated 09.09.2016 -Annexure A-45 (Colly)
15. Pursuant to the sanctioning of the aforesaid credit facilities, the Board of Directors of Defendant No.1, in its meeting held on 29.04.2017, approved the availment of the said facilities and authorized Mr. Brij Raj Punj and Mr. Mukat Behari Sharma to severally sign and execute all necessary agreements, financial, and security documents on behalf of the Company. In light of the amalgamation of associate banks, State Bank of India was appointed as the Lead Bank of the consortium, and accordingly, a Supplemental Working Capital Consortium Agreement dated 01.05.2017 was executed between SBI and the other consortium members, including Axis Bank Ltd., IndusInd Bank, IDBI Bank Ltd., Karnataka Bank Ltd., Societies Generale, Bank of Baroda, J&K Bank Ltd., and Syndicate Bank, setting forth the revised terms of the working capital arrangements along with details of securities and guarantees are given below.

Particulars of Existing Facilities

S. No	Bank Name	Fund Based Limits	Non-Fund Based Limits	Standby Line of Credit (SLC)	Total
1.	Axis Bank Ltd.	25.00	145.00	6.00	176.00
2.	IndusInd Bank	--	40.00*	--	40.00
3.	IDBI Bank Ltd	90.00	155.00		245.00
4.	The Karnataka Bank Ltd	15.00	15.00		30.00
5.	Societies Generale		40.00		40.00

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6.	State Bank of India	220.00	125.00*	20.00	365.00
7.	State Bank of Hyderabad	45.00	45.00		90.00
8.	State Bank of Travancore	70.00	70.00		140.00
9.	State Bank of Bikaner & Jaipur (Lead Bank)	160.00	275.00	20.00	455.00
10	Bank of Baroda	40.00	60.00		100.00
11	J&K Bank Ltd	35.00	15.00		50.00
12	Syndicate Bank	40.00	60.00		100.00
	Total	740.00	1045.00	46.00	1831.00

Particulars of Existing Facilities

S. No	Bank Name	Fund Based Limits	Non-Fund Based Limits	Standby Line of Credit (SLC)	Total
1.	Axis Bank Ltd.	40.00	170.00	6.00	216.00
2.	IndusInd Bank		40.00		40.00
3.	IDBI Bank Ltd	90.00	155.00		245.00
4.	The Karnataka Bank Ltd	15.00	15.00		30.00
5.	Societies Generale		40.00		40.00
6.	State Bank of India	235.00	125.00	20.00	380.00
7.	State Bank	45.00	45.00		90.00

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	of India (formerly known as State Bank of Hyderabad				
8.	State Bank of India (formerly known as State Bank of Travancor e	70.00	70.00		140.00
9.	State Bank of India (formerly known as State Bank of Bikaner & Jaipur (Lead Bank)	180.0 0	300.00	20.00	500.00
10	Bank of Baroda	50.00	70.00		120.00
11	J&K Bank Ltd	50.00	15.00		65.00
12	Syndicate Bank	60.00	90.00		150.00
	Total	835.0 0	1135.0 0	46.00	2016.0 0

The Borrowers agreed to secure the Facilities, including all related dues, in favour of the Banks by: (a) a first pari-passu charge on all present and future current assets, including raw materials, semi-finished/finished goods, consumables, goods in transit, book debts, and other movables (excluding assets permitted by the Banks); (b) a second pari-passu mortgage charge, subject to existing term lender charges of Rs. 205.00 Crores, over immovable properties including the Kala Amb Unit (7,600 sq. m., HP), Bhiwadi Unit (20,000 sq. m.,

Rajasthan), Chennai Unit (4.00 acres, Tamil Nadu), and Salempur Unit (1.1740 hectares, Uttarakhand); and (c) a second pari-passu charge over all present and future fixed assets including plant and machinery. Additionally, the Facilities are backed by the personal guarantee of Mr. Brij Raj Punj and a corporate guarantee from Himalayan Mineral Water Private.

- i. Inter-se Agreement dated 01.05.2017 – Annexure A-48
- ii. Letter of Confirmation of Inter-se Agreement dated 01.05.2017 – Annexure A-49
- iii. Amended and Restated Joint Deed of Hypothecation dated 01.05.2017 – Annexure A-50
- iv. Deed of Personal Guarantee by Sh. Brij Raj Punj dated 01.05.2017 – Annexure A-51
- v. Board Resolution by M/s Perfect Radiators & Oil Coolers (P) Ltd. dated 05.04.2017 – Annexure A-52
- vi. Deed of Corporate Guarantee by M/s Perfect Radiators & Oil Coolers (P) Ltd. dated 01.05.2017 – Annexure A-53
- vii. Letter Confirming Compliance with Sections 185 & 186 (Perfect Radiators) dated 29.04.2017 – Annexure A-54
- viii. Board Resolution by Himalayan Mineral Waters Pvt. Ltd. dated 29.04.2017 – Annexure A-55
- ix. Deed of Corporate Guarantee by Himalayan Mineral Waters Pvt. Ltd. dated 01.05.2017 – Annexure A-56
- x. Letter Confirming Compliance with Sections 185 & 186 (Himalayan Mineral) dated 29.04.2017 – Annexure A-57
- xi. Omnibus Counter Guaranteed dated 01.05.2017 – Annexure A-58

16. Mr. Brij Raj Punj, promoter and personal guarantor of Defendant No.1, executed a Deed of Guarantee dated 01.05.2017 in favour of the Lead Bank. He passed away on 05.12.2017, leaving behind a Will dated 28.04.2017, a copy of which was submitted by Defendant No.1 via Letter dated 27.03.2018. His legal heirs are Mrs. Renu Punj, Mr. Bharat Raj Punj, Mrs. Bhavna Sareen, and Mrs. Brinda Jajoo. Through a Disclaimer Deed dated 27.07.2018, Mrs. Renu Punj and Mrs. Bhavna Sareen relinquished their rights in favour of Mr. Bharat Raj Punj. Mrs. Brinda Jajoo did not disclaim her rights and is impleaded as a legal heir of Late Mr. Brij Raj Punj.
17. In continuation of the credit facilities extended to Defendant No.1, Defendant No.2, Mr. Bharat Raj Punj, executed a Personal Guarantee dated 14.08.2018 in favour of the Lead Bank, on behalf of the Applicant Banks and consortium members, undertaking to guarantee repayment of the entire outstanding dues along with interest, costs, and liabilities. Additionally, Defendant No.1 furnished a Balance Confirmation Letter dated 11.04.2018, confirming the outstanding amount as on 31.03.2018 payable to the Applicant Bank.
18. The Defendants, despite the timely sanction and disbursement of credit facilities, Defendant No.1 failed to adhere to the terms and repayment schedule under various Sanction Letters, Loan Agreements, and supplementary documents, resulting in persistent defaults and non-servicing of interest, leading to the account being classified as NPA by Syndicate Bank on 26.11.2018 and Axis Bank on 31.03.2019. Consequently, Loan Recall and Demand Notices dated 30.12.2019 and 27.12.2019 respectively were issued by Syndicate Bank and Recall and Guarantee Invocation Notices dated 24.07.2019

and 27.09.2019 were issued by Axis Bank, seeking repayment of Rs. 84.95 crore and Rs. 49.37 crore respectively. As the Defendants failed to repay, personal and corporate guarantees stood invoked, making Defendants No.1 to 5 jointly and severally liable. The Applicant Banks now seek recovery of Rs. 139,57,80,091.11/- as on 01.01.2020 (Rs. 86.18 crore by Syndicate Bank and Rs. 53.39 crore by Axis Bank). Interest has been charged as per contractual terms and RBI guidelines, without capitalization of penal interest.

19. It is further submitted that the aforesaid credit facilities availed by the Defendants constitute a legally enforceable debt under Section 2(g) of the Recovery of Debts and Bankruptcy Act, 1993, and the Defendants remain jointly and severally liable to repay the same in full to the Applicant Banks.
20. It is further stated that since, the Defendants did not pay the amount due to Applicant Banks, hence, the Applicant Banks were left with no alternative but to file the present OA and the Applicant Banks are entitled to recover the entire amount due from the Defendants, who are jointly and severally liable to pay the same to the Applicant Bank along with interest.
21. Notices in the present Original Application (O.A.) were duly served upon Defendants No. 1 to 5 through speed post and dasti on 28.01.2021; however, only Defendant No. 3 filed its written statement on 25.03.2021. In view of the ongoing CIRP against Defendant No. 3 before the Ld. NCLT and the subsistence of moratorium, no recovery proceedings or order can be initiated or passed against it at this stage.
22. To prove its case, the Applicant Bank No. 1 leads its evidence by filling the affidavit of Mr. Sushil Kumar Sharma, Chief Manager, Canara Bank (erstwhile Syndicate Bank), who has

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relied upon the documents filed by the Applicant Bank which includes the applicant no. 1/ Canara Bank would act as a Facility Agent and may exercise on its own discretion to take action in the case of default/enforcement.

- i. Power of Attorney dated 18.03.2016 (EXH AW-1/1)
- ii. Certificate of Incorporation pursuant to change of name dated 23.05.2017 (EXH AW-1/2)
- iii. Sanction Letter dated 28.10.2015 (EXH AW-1/3);
- iv. Board Resolution dated 31.10.2015 (EXH AW-1/4);
- v. Acknowledgement Letter dated 07.11.2015 (EXH AW-1/5);
- vi. Letter of Undertaking dated 07.11.2015 (EXH AW-1/6);
- vii. Undertaking as per Sanction Letter dated 07.11.2015 (EXH AW-1/7);
- viii. Personal Guarantee by Mr. Brij Raj Punj dated 07.11.2015 (EXH AW-1/8);
- ix. Corporate Guarantee along with Board Resolutions by Defendant No. 5 dated 07.11.2015, 31.10.2015 & 06.11.2015 (EXH AW-1/9 Colly);
- x. Omnibus Counter Guarantee for BG/FBG Limit of Rs. 9 Cr dated 07.11.2015 (EXH AW-1/10);
- xi. Omnibus Counter Guarantee for ILC/FLC Limit of Rs. 51 Cr dated 07.11.2015 (EXH AW-1/11);
- xii. Comprehensive Pre-shipment & Post-shipment Agreement dated 07.11.2015 (EXH AW-1/12);
- xiii. Net Worth Statement and CA Certificate of Mr. Brij Raj Punj dated 26.08.2015 & 11.05.2015 (EXH AW-1/13 Colly);
- xiv. Four Confirmation Letters regarding deposit of title deeds dated 07.11.2015 (EXH AW-1/14 Colly);
- xv. Certificates issued by ROC (EXH AW-1/15 Colly); Sanction Letter dated 07.02.2017 (EXH AW-1/16);
- xvi. Guarantee Agreement by Mr. Brij Raj Punj dated 21.02.2017 (EXH AW-1/17);

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- xvii. Guarantee Agreements along with Board Resolutions by Defendant Nos. 4 & 5 dated 21.02.2017 & 14.02.2017 (EXH AW-1/18 Colly);
- xviii. Omnibus Counter Guarantee for BG Limit of Rs. 24 Cr dated 21.02.2017 (EXH AW-1/19);
- xix. Omnibus Counter Guarantee for LC Limit of Rs. 105 Cr dated 21.02.2017 (EXH AW-1/20);
- xx. Composite Hypothecation Agreement dated 21.02.2017 (EXH AW-1/21);
- xxi. Power of Attorney for Collection of Bills and Receivables dated 21.02.2017 (EXH AW-1/22);
- xxii. Comprehensive Pre-shipment & Post-shipment Agreement dated 21.02.2017 (EXH AW-1/23).
- xxiii. Comprehensive Pre-shipment & Post-shipment Agreement dated 21.02.2017 (EXH AW-1/23);
- xxiv. Letter of Indemnity dated 21.02.2017 (EXH AW-1/24);
- xxv. Certified True Copy of Board Resolution dated 14.02.2017 (EXH AW-1/25);
- xxvi. Confirmation of Deposit of Title Deeds (three) dated 21.02.2017 (EXH AW-1/26 Colly);
- xxvii. Certificates issued by the ROC in May–June 2017 (EXH AW-1/27 Colly);
- xxviii. Board Resolution dated 14.03.2016 (EXH AW-1/28);
- xxix. Working Capital Consortium Agreement dated 15.03.2016 (EXH AW-1/29);
- xxx. Inter-se Agreement dated 15.03.2016 (EXH AW-1/30);
- xxxi. Joint Deed of Hypothecation dated 15.03.2016 (EXH AW-1/31);
- xxxii. Deed of Guarantee dated 15.03.2016 (EXH AW-1/32);
- xxxiii. Board Resolution by Defendant No. 5 dated 04.02.2016 (EXH AW-1/33); Deed of Corporate Guarantee dated 15.03.2016 (EXH AW-1/34);

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- xxxiv. Omnibus Counter Guarantee dated 15.03.2016 (EXH AW-1/35);
- xxxv. Declaration and Undertaking dated 15.03.2016 for Kala Amb and Bhiwadi Units (EXH AW-1/36);
- xxxvi. Declaration and Undertaking dated 15.03.2016 for Ranipet Unit (EXH AW-1/37);
- xxxvii. Declaration and Undertaking dated 15.03.2016 for Salempur Unit by Defendant No. 5 (EXH AW-1/38);
- xxxviii. Supplemental Memorandum of Entry dated 09.09.2016 with Authorizations dated 01.09.2016 and 05.09.2016 (EXH AW-1/39 Colly).
- xxxix. Board Resolution dated 29.04.2017 (EXH AW-1/40);
 - xl. Supplemental Working Capital Consortium Agreement dated 01.05.2017 (EXH AW-1/41);
 - xli. Inter-se Agreement dated 01.05.2017 (EXH AW-1/42);
 - xl. Letter of Confirmation of Inter-se Agreement dated 01.05.2017 (EXH AW-1/43);
 - xl. Amended and Restated Joint Deed of Hypothecation dated 01.05.2017 (EXH AW-1/44);
 - xl. Deed of Personal Guarantee by Mr. Brij Raj Punj dated 01.05.2017 (EXH AW-1/45);
 - xl. Board Resolution by Defendant No. 4 dated 05.04.2017 (EXH AW-1/46);
 - xl. Deed of Corporate Guarantee by Defendant No. 4 dated 01.05.2017 (EXH AW-1/47);
 - xl. Compliance Letter under Companies Act by Defendant No. 4 dated 29.04.2017 (EXH AW-1/48);
 - xl. Board Resolution by Defendant No. 5 dated 29.04.2017 (EXH AW-1/49);
 - xl. Deed of Corporate Guarantee by Defendant No. 5 dated 01.05.2017 (EXH AW-1/50);

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- l. Compliance Letter under Companies Act by Defendant No. 5 dated 29.04.2017 (EXH AW-1/51);
 - li. Omnibus Counter Guarantee dated 01.05.2017 (EXH AW-1/52);
 - lii. Letter enclosing Will of Late Mr. Brij Raj Punj dated 27.03.2018 (EXH AW-1/53);
 - liii. Disclaimer Deed dated 27.07.2018 (EXH AW-1/54);
 - liv. Deed of Personal Guarantee by Defendant No. 2 dated 14.08.2018 (EXH AW-1/55);
 - lv. Balance Confirmation Letter dated 11.04.2018 (EXH AW-1/56);
 - lvi. Loan Recall Notice dated 30.12.2019 and Demand Notice under SARFAESI Act dated 27.12.2019 (EXH AW-1/57 Colly);
 - lvii. Statements of Account for Syndicate Bank (EXH AW-1/58); and Certificate under Banker's Book of Evidence Act (EXH AW-1/59).
23. To prove its case, the Applicant Bank No. 2 leads its evidence by filling the affidavit of Mr. Shekhar Jain, Deputy Vice President, Axis Bank, who has relied upon the documents filed by the Applicant Bank which includes the applicant no. 2/ Axis Bank would act as a Facility Agent and may exercise on its own discretion to take action in the case of default/enforcement.
- i. Power of Attorney in favor of Sh. Shekhar Jain (EXH AW-2/1)
 - ii. Certificate of Incorporation pursuant to change of name of Defendant No.1 Company dated 23.05.2017 (EXH AW-2/2)
 - iii. Sanction Letter dated 30.11.2015 issued by Axis Bank (EXH AW-2/3)

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- iv. Sanction Letter dated 17.08.2016 issued by Axis Bank (EXH AW-2/4)
- v. Sanction Letter dated 31.01.2017 issued by Axis Bank (EXH AW-2/5)
- vi. Sanction Letter dated 16.05.2018 issued by Axis Bank (EXH AW-2/6)
- vii. Sanction Letter dated 27.07.2018 issued by Axis Bank (EXH AW-2/7)
- viii. Board Resolution of Defendant No.1 dated 14.03.2016 (EXH AW-2/8)
- ix. Working Capital Consortium Agreement dated 15.03.2016 (EXH AW-2/9)
- x. Inter-se Agreement dated 15.03.2016 (EXH AW-2/10)
- xi. Joint Deed of Hypothecation dated 15.03.2016 (EXH AW-2/11)
- xii. Deed of Guarantee dated 15.03.2016 executed by Sh. Brij Raj Punj (EXH AW-2/12)
- xiii. Board Resolution dated 04.02.2016 of Himalayan Mineral Waters Pvt. Ltd. (EXH AW-2/13)
- xiv. Deed of Corporate Guarantee dated 15.03.2016 executed by Defendant No.5 (EXH AW-2/13)
- xv. Omnibus Counter Guarantee dated 15.03.2016 (EXH AW-2/14)
- xvi. Declaration and Undertaking by Mr. Brij Raj Punj on behalf of Defendant No. 1 dated 15.03.2016 (EXHAW-2/15)
- xvii. Second Declaration and Undertaking by Mr. Brij Raj Punj dated 15.03.2016 (EXHAW-2/16)
- xviii. Declaration and Undertaking by Mr. Mohan Singh Rawat on behalf of Defendant No. 5 dated 15.03.2016 (EXHAW-2/17)

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- xix. Supplemental Memorandum of Entry to the Memorandum of Deposit (Ranipet Unit) dated 09.09.2016 (EXHAW-2/18)
- xx. Board Resolution of Defendant No. 1 dated 29.04.2017 (EXHAW-2/19);
- xxi. Supplemental Working Capital Consortium Agreement dated 01.05.2017 (EXHAW-2/20)
- xxii. Inter-se Agreement between consortium members dated 01.05.2017 (EXHAW-2/21)
- xxiii. Letter of Confirmation of Inter-se Agreement dated 01.05.2017 (EXHAW-2/22)
- xxiv. Amended and Restated Joint Deed of Hypothecation by Defendant No. 1 dated 01.05.2017 (EXHAW-2/23)
- xxv. Deed of Personal Guarantee by Sh. Brij Raj Punj dated 01.05.2017 (EXHAW-2/24)
- xxvi. Board Resolution of Defendant No. 4 dated 05.04.2017 (EXHAW-2/25)
- xxvii. Deed of Corporate Guarantee by Defendant No. 4 dated 01.05.2017 (EXHAW-2/26)
- xxviii. Letter from Defendant No. 4 dated 29.04.2017 (EXHAW-2/27)
- xxix. Board Resolution of Defendant No. 5 dated 29.04.2017 (EXHAW-2/28)
- xxx. Deed of Corporate Guarantee by Defendant No. 5 dated 01.05.2017 (EXHAW-2/29)
- xxxi. Letter from Defendant No. 5 dated 29.04.2017 (EXHAW-2/30)
- xxxii. Omnibus Counter Guarantee executed by the Borrower dated 01.05.2017 (EXHAW-2/31)
- xxxiii. Letter enclosing Will of Late Sh. Brij Raj Punj by Defendant No. 1 dated 27.03.2018 (EXHAW-2/32)

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- xxxiv. Disclaimer Deed executed by Mrs. Renu Punj and Mrs. Bhavna Sareen dated 27.07.2018 (EXHAW-2/33)
- xxxv. Deed of Personal Guarantee by Defendant No. 2 dated 14.08.2018 (EXHAW-2/34)
- xxxvi. Balance Confirmation Letter by Defendant No. 1 dated 11.04.2018 (EXHAW-2/35)
- xxxvii. Recall Notice and Guarantee Invocation Notice by Axis Bank Ltd. dated 24.07.2019 and 27.09.2019 respectively (EXHAW-2/36)

24. The witnesses of Applicant Banks have fully corroborated the averments made in the OA. Even otherwise the whole case of the Applicant Banks is based on the documents and the witnesses have duly proved all these documents. The evidence filed by the Applicant Banks gone un rebutted and there is no question of disbelieving the evidence lead by the Applicant Banks and Applicant Banks have proved their case beyond reasonable doubts. Accordingly, the banks are entitled to recover the entire amount along with pendentelite interest and future costs as agreed between the parties. I hereby allow this OA as the Applicant Banks have proved their claim beyond any doubt.
25. In this TA, Applicant Banks have prayed to issue recovery certificate against Defendants no. 1 to 5. In the present matter, the defendant 1 is principal borrower and Defendants no. 2 to 5 stood as guarantor / mortgagors.
26. Consequently, TA No. 33/2022 stands allowed in favour of Applicant Banks and against Defendants no. 1 to 5, who are liable to pay the dues of the Applicant Bank along with costs and pendentelite & future interest @ 18% per annum, as claimed in the OA, from the date of filing of present OA, till the date of payment in full.

ORDER

TA No. 33/2022 stands allowed and the Defendants no. 4 is directed to pay to the Applicant Banks, within 30 days, a sum of Rs. 139,57,80,091.11 /- (Rupees One Thirty Nine Crores Fifty Seven Lacs Eighty Thousand Ninety One and Paise Eleven only) less the amount received from the sale/ release of mortgaged properties along with cost and pendente lite and future interest, as claimed in OA i.e. @ 18% per annum rests from the date of filing of this OA till the date of realization failing which, the aforesaid amount shall be recovered from the sale of hypothecated/charged stocks/tangible movables and available mortgaged properties.

Further, in case of shortfall, the same shall be recovered from the sale of movable and immovable assets of the Defendants no. 4.

So far as, defendant no. 1 to 3 & 5 are concerned, since the Defendant no. 1 to 3 & 5 are before Ld. NCLT, hence, no order qua the Defendant no. 1 to 3 & 5 can be passed against said Defendants at this stage.

However, it is directed that Applicant Banks shall be at liberty to revive the OA qua defendant no. 1 to 3 & 5 in case NCLT are quashed / withdrawn in future, in accordance with law.

It is further directed that in case Applicant Banks receive any amount from the proceedings pending before Ld. NCLT, they shall give due adjustment of the same in the recovery proceedings.

It is also directed that the applicant shall adjust the amount(s), if any, received during the pendency of this case.



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- (i). The recovery certificate be issued forthwith and be sent to the Recovery Office-I, Debts Recovery Tribunal-III, Delhi.
- (ii). Parties are directed to appear before the Recovery Officer-I, DRT-III, Delhi on 08.09.2025
- (iii). Copies of final order as well as Recovery Certificate be sent to all concerned free of cost.

File be closed and consigned to records.

(Pronounced in open court)

Dated: 19.07.2025


 19.07.2025
(SHIV KUMAR - I)
PRESIDING OFFICER,
DRT-III, DELHI

