DEBTS RECOVERY APPELLATE TRIBUNAL, DELHI

Appeal No.161/2026
Arising out of SA No.279/2025 (DRT-I, Delhi)

Item No. 3

J.C. Flowers Assets Reconstruction Private Limited
V.
Mr.Amit Jain& another

27.05.2026 Hon'ble Dr. Justice Sudhir Kumar Jain

Present: Sh. Hashmat Nabi, Advocate for the appellant

This matter is taken up through Hybrid hearing.

1. Respondents 1 and 2, namely, Amit Jain and Reena Jain filed S.A. No.279/2025 titled as **Amit Jain & Anr. V ICICI Bank Limited & others** which is stated to be pending before DRT-I, Delhi wherein respondents 1 and 2 prayed for restraining the ICICI Bank from taking physical possession of the property bearing No.B-9, Ashoka Niketan, Shahdara on 25.02.2025.

2.It was contended before DRT-I, Delhi as reflected from the order dated 10.10.2025 that a settlement was arrived with ICICI Bank for a sum o Rs.11 crore and out of which the respondents 1 and 2 have paid Rs.6.35 crores and thereafter the ICICI Bank has released one of the mortgaged properties. The respondents 1 and 2 could not pay the balance settlement amount but expressed their willingness to settle with ICICI Bank. It was contended on behalf ICICI Bank that a settlement for Rs.11 crores was arrived at vide the settlement letter dated 25.06.2024 but the respondents 1 and 2 have paid only Rs.6.35 crores and on that basis one mortgaged property was released as per the terms of the settlement. It was further contended that respondents 1 and 2 have failed to pay the balance amount within the time despite various opportunities granted to them. Accordingly, ICICI Bank proceeded under the SARFAESI Act and the account of the appellants was declared NPA after following due legal process regarding MSME as per the RBI guidelines. The DRT-I, Delhi vide order dated 10.10.2025 observed and held as under:-

5. In the present matter, admittedly the borrower has availed the loan facilities from the respondent bank against the mortgage of the properties in question. Apparently, there is default on the part of the borrower/guarantor/mortgagor in paying the dues of the respondent bank.Admittedly, a settlement was arrived between the applicant/borrower and the respondent bank for a sum of Rs.11.00 crores and out of the said settlement amount, the respondent no.2 and 3 has paid a sum of Rs.6.35 crores (including the interest of RS.10.00 lakhs) and against the said amount f Rs.6y.35 crores, the respondent bank has released one of the mortgage properties, however, the applicant / borrower has failed to pay the balance settlement amount of Rs.4.75 crores as per the terms of the settlement. Though, without going into the merits of the case the applicant has come forward to settle the matter with the respondent bank and since the applicant / borrower has already deposited with the respondent bank a sum of Rs.6.35 crores (out of the settlement amount of Rs.11.00 crores),therefore, in the larger interest of justice, the applicant may be granted one opportunity to settle the matter before the next date of hearing subject to the payment of Rs.1.00 crore to be deposited within the respondent bank within 15 days. Accordingly, the applicant may approach the respondent bank within 15 days from today alongwith the payment of Rs.1.00 crore to settle the matter and the respondent bank may consider the request of the applicant sympathetically as per the law. Meanwhile, the respondent bank / court receiver is hereby directed to defer the physical possession of the property in question, which is fixed for 13.10.2025, till the next date of hearing subject to the payment of Rs.1.00 crore to be deposited by the applicant with the respondent bank within 15 days from today.

6. It is made clear that in case the applicant/borrower fails to settle the matter with respondent bank before the next date of hearing and also fails to deposit the payment of Rs.1.00 crore within 15 days from today, the respondent bank through the same court receiver shall be at liberty to proceed further under the SARFESI Act, 2002 as per the law.

3. Sh. Nabi, Advocate for the present appellant stated that subsequent to the order dated 10.10.2025, the debt was assigned to the appellant by the ICICI Bank and the S.A. applicants have already initiated appropriate legal proceedings for substitution of the appellant in place of ICICI Bank.

4. DRT-I, Delhi vide order dated 30.10.2025 has dealt with the applications bearing No.2312/2025, 2314/2025 and 2346/2025 preferred by the S.A. applicants. It was contended on behalf of the S.A. applicants (respondents 1 and 2) that despite order dated 10.10.2025, ICICI Bank illegally assigned its debt in favour of the present appellants and ICICI Bank and the present appellant have not accepted

Rs.1 crore from the S.A. applicants (respondents 1 and 2). The S.A. applicants also expressed their willingness to settle either with ICICI Bank or with the present appellant by depositing another amount of Rs. 1 crore in terms of the order dated 10.10.2025.

5. DRT-I, Delhi vide the impugned order dated 30.10.2025 observed that vide order dated 10.10.2025 the respondent bank/Receiver was directed to defer physical possession of the subject property subject to deposition of Rs.1 crore with ICICI Bank by the S.A. applicants (respondents 1 and 2). The DRT also observed that there was possibility of settlement between the parties and the S.A. applicants were directed to approach ICICI Bank/present appellant within 15 days from 30.10.2025 and on this ICICI Bank/present appellant was directed to consider the proposal, if any, sympathetically as per law. ICICI Bank / present appellant was also directed to defer the physical possession subject to the payment of Rs.1 crore to be deposited by the S.A. applicants (respondents 1 and 2) within one week from 30.10.2025. DRT-I, Delhi vide the order dated 30.10.2024 also passed the following further directions:

> **4. It is made clear that in case the applicant/borrower fails to settle the matter with respondent bank / M/s J.C. Flowers Asset Reconstruction Pvt. Ltd. before the next date of hearing and also fails to deposit the payment of Rs.1.00 crore within one week from today, the respondent bank/ M/s J.C. Flowers Asset Reconstruction Pvt. Ltd. through the same court receiver shall be at liberty to proceed further under the SARFAESI Act, 2002 as per the law.**

6.Sh. Hashmat Nabi, Advocate for the appellant stated that in terms of para 4 as reproduced hereinabove, the S.A. applicants (respondents 1 and 2) have failed to deposit Rs.1 crore in terms of the order dated 10.10.2025 and did not come forward with any settlement proposal with respect to the outstanding dues. It is further stated that in these circumstances, the appellant being assignee of the debt of ICICI Bank has proceeded against the respondents in accordance with law, particularly as per the SARFAESI Act.

7. It is reflecting from the record that the S.A. applicants (respondents 1 and 2) stated to have not made any efforts for further settlement of their dispute either with ICICI Bank or with the present appellant by submitting written proposal and as such the mandate of the impugned order dated 30.10.2025 particularly para no.4 should follow. Accordingly, the present appellant being assignee of the debt from ICICI Bank shall be at liberty to proceed as per the mandate of order dated 30.10.2025, particularly in view of para 4 of the said order. The present appeal in the circumstances does not require further adjudication and it is accordingly disposed of.

Sd/-

(Dr. Justic unir Kumar Jain)
Chairperson

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