IN THE DEBTS RECOVERY APPELLATE TRIBUNAL AT CHENNAI

Dated the 28th of July, 2026

PRESENT: Hon'ble Mr. *Justice* G. Chandrasekharan
CHAIRPERSON

RA (SA) 121/2026
(SA No.322/2023 on the file of DRT-II, Bangalore)

Between

Ittiam Systems Private Limited,
4th and 5th Floor, 'Consulate-1'
No. 1, Richmond Road,
Bengaluru- 560025.

Appellant

And

Bharath Co-operative Bank (Mumbai) Ltd.,
Mohan Terrace First Floor, 64/72,
Mody Street Fort, Mumbai – 400001.

…*Respondent*

Counsel for Appellant : *M/s. King and Partridge*
Counsel for Respondent : *M/s. Pundikai Ishwara Bhat*

ORDER

1. The Appellant filed SA 322/2023, before DRT-II, Bangalore, to set aside the order dated 08.11.2023 passed by the XXIX Additional CMM, Bengaluru in Crl No.50674/2023.

2. The Securitisation Application has been filed on the grounds that the Appellant is in possession of the Schedule property as a lessee for a long time. There is existing lease between the Appellant and Mr. Hiro Uttamchandani. The lease agreement has been suppressed by the Bank while obtaining the order under Section 14 of the SARFAESI Act, 2002. The Appellant has been paying the monthly rent without any default to the owner and now to the loan account of the Borrower. When that be the case, the Appellant should have been shown as Respondent in the proceedings under Section 14 of the SARFAESI Act, 2002, and given an opportunity to contest the Application filed under Section 14. Without showing the Appellant as a Respondent, Section 14 order is obtained, and the order is not factually and legally correct.

2.1 This claim of the Appellant was resisted by the Respondent stating that the Appellant is not entitled any protection under SARFAESI Act, 2002.

2.2 The Learned Presiding Officer dismissed the Securitisation Application on the ground that the fresh lease dated 01.04.2022 is not produced, and therefore, it has to be presumed that there is no lease agreement dated 01.04.2022 existed. Even if there is a lease agreement, that had expired on 31.03.2025. Other ground is that, as per the decision of the Hon'ble Supreme Court in **Bajrang Shyam Sundar Agarwal Vs. Central Bank of India,** reported in (*2019) 9 SCC 94*, the Appellant is not entitled for protection from dispossession. Discontented and aggrieved against this order, the Appellant filed the present Appeal.

3. Learned Counsel for the Appellant submitted that the Appellant has been a tenant in the secured asset since the year 2004 by entering into a tenancy agreement. The last tenancy agreement had been executed on 01.04.2022 for a period from 01.04.2022 to 31.03.2025. This tenancy agreement is not registered. Though the lease period expired on 31.03.2025, the Appellant continues to be in possession in his capacity as a "tenant-in-sufferance". The dismissal of the

Securitisation Application by the Learned Presiding Officer on the grounds above said, is not correct.

3.1 As per the decision of the Hon'ble Supreme Court in **Harshad Govardhan Sondagar Vs. International Assets Reconstruction Company Limited and Ors.,** reported in *(2014) 6 SCC*, the Appellant should have been impleaded as a Respondent in the Application filed under Section 14 of the SARFAESI Act, 2002, and only thereafter, the Application should have been decided. The Respondent Bank deliberately has not shown the Appellant as a Respondent in the Application filed under Section 14 of the SARFAESI Act, 2002, and obtained the order behind the back of the Appellant. From the records produced, it could be seen that the Appellant has given a No Objection Certificate to the Borrower to mortgage the tenanted premises for availing loan. The document refers about the lease dated 07.02.2001. The Indenture of Sale of Leasehold Rights dated 11.01.2008 also refers the leasehold right of the Appellant.

3.2 Originally, M/s. Consulate Constructions was the lessor, and now the lessor is Mr. Hiro Uttamchandani, the Borrower. The Borrower purchased the leasehold rights only on 11.01.2008. The owner of the property is Wakf. The Bank has knowledge about the tenancy in favour of the Appellant even prior to the creation of mortgage, especially, when the loan was sanctioned. The lease in favour of the Appellant could have been mentioned in the Affidavit filed in support of the Petition filed under Section 14 of the SARFAESI Act, 2002, but that was not done. When there is unassailable evidence available to show that the Appellant is a lessee in the secured asset, the finding of the Learned Presiding Officer that the claim of the Appellant cannot be considered in view of the non filing of the lease agreement is not proper. The Appellant has produced the rental receipts, EB receipts and other documents to show that the Appellant was in continued possession of the secured asset even after the expiry of the lease period, and the Appellant established the possession as a tenant by producing all the necessary documents. Despite producing the relevant documents, the dismissal of the

Securitisation Application filed by the Appellant is not correct. Therefore, this Appeal.

3.3 Learned Counsel for the Appellant pressed into service the following decisions of the Hon'ble Supreme Court of India:-

I. **Harshad Govardhan Sondagar Vs. International Assets Reconstruction Company Limited and Ors.,** reported in *(2014) 6 SCC*,

II. **Vishal N. Kalsaria Vs. Bank of India and Ors.,** reported in *AIR 2016 SC 530, and*

III. **Bajrang Shyam Sundar Agarwal Vs. Central Bank of India,** reported in (*2019) 9 SCC 94*

in support of his submission that, as a "tenant-in-sufferance", the Appellant is entitled for protection from dispossession under SARFAESI Act, 2002.

4. Responding to this submission, the Learned Counsel for the Respondent Bank submitted that the Appellant should be a legal tenant to claim protection from dispossession under the SARFAESI Act, 2002. The legal tenancy should be established independent of any admission/recognition made by the Respondent Bank. The Appellant has deliberately not made the borrower as a party to the proceedings in the Securitisation Application and in this Appeal. The Securitisation Application is filed in collusion with the Borrower to ensure that the Bank does not take possession of the secured asset and sell it under the SARFAESI proceedings. The lease agreement dated 01.04.2022 is not a registered lease agreement, and therefore, it is not a legal document, and on that basis, the Appellant cannot claim any protection. The role of the Tribunal under SARFAESI Act, 2002, is only to examine whether the measures are taken in compliance with the requirements of the SARFAESI Act, 2002. Section 17(4A) of the SARAFESI Act, 2002, requires the Tribunal to consider the claim of the tenancy. A tenancy for a period more than 12 months has to be executed by a

registered document. If the tenancy came into existence after the mortgage, the tenancy must conform to the requirement under Section 65 A of the Transfer of Property Act. The Appellant has not produced either the lease deed dated 01.04.2022 or the earlier lease document. The documents produced by the Appellant are created for the purpose of this case in collusion with the Borrower. There is a huge outstanding of Rs.15 Crores and above. The scope of enquiry under the SARFAESI Act, 2002, is very limited and the Tribunal is not required to conduct a roving enquiry. In support of these submissions, he pressed into service the decision of the Hon'ble Supreme Court in **Balkrishna Rama Tarle Dead Thr LRs and Anr. Vs. Phoenix ARC Private Limited and Ors.,** reported in *AIR 2022 SC 4756*.

5. In reply, the Learned Counsel for the Appellant submitted that the Sanction Letter and MODT documents clearly show that the Appellant is a tenant. The Bank demanded the rent from the Appellant. The order passed under Section 14 of the SARFAESI Act, without giving notice

to the Appellant, is in violation of the principles of natural justice, and the principle of *audi alteram partem*.

6. Considered the rival submissions and perused the records.

7. From the submissions made by the Learned Counsel for the parties and records produced, it is made clear that the Appellant is a tenant in the secured asset. The Indenture of Sale of Leasehold Rights by M/s. Consulate Constructions in favour of Mr. Hiro D. Uttamchandani on 11.01.2008 shows that M/s. Consulate Constructions entered into two Indentures of lease dated 07.02.2001, where under M/s. Consulate Constructions has leased Unit Nos. 401, 402 and 404 to M/s. Ittiam Systems Pvt. Ltd. There are further recitals to show the transfer of security deposit by M/s. Consulate Constructions to Mr. Hiro D. Uttamchandani. The Sanction proceedings dated 01.12.2018 shows that this property was offered as security and equitable mortgage was created at the time of availing of loan by Mr. Hiro D.

Uttamchandani. There is a specific condition that "Tripartite Agreement shall be executed between the Lesser Mr. Hiroo Uttamchandani, Lessee M/s. Ittiam Systems Pvt. Ltd. and the Bank in respect of Unit Nos. 401, 402 & 404 at Bangalore."

8. The no objection letter dated 12.07.2019 given by the Appellant to the Respondent Bank shows that the secured asset was leased out to the Appellant by Mr. Hiro D. Uttamchandani and that the Appellant has no objection to the mortgage of the property by Mr. Hiro D. Uttamchandani. It was specially stated that the mortgage shall not in any manner adversely impact the rights of Appellant as lessee in terms of the Indenture of Lease dated 02.01.2017.

9. The Memorandum of Deposit of Title Deeds dated 26.08.2022 refers about the leasehold rights executed by M/s. Consulate Constructions in favour of Mr. Hiro D. Uttamchandani and No Objection Certificate given by the Appellant, on 12.07.2019. The Respondent Bank sent an E-mail informing about the mortgage created by Mr. Hiro D.

Uttamchandani in respect of the secured asset and direction was given to credit the rent for this property to the current account No.004212100007168. This was replied by the Appellant informing that no information was received from the Bank with regard to transfer of the rent amount to this account. Another E-mail dated 30.01.2023 was sent to the Appellant informing about the payment of Rs.4,64,124/- with a request to transfer the rent amount till the currency of loan.

9.1 On 06.03.2023, the Respondent Bank sent a letter to the Appellant by referring to the No Objection Certificate dated 12.07.2019, non-payment of loan amount by the Borrower and direction to vacate the premises. Thereafter, the Respondent Bank issued a letter enclosing the Demand Notice dated 06.03.2023 and a letter enclosing the Possession Notice dated 08.06.2023. Appellant sent a letter to the Bank about the payment of the rent directly to the loan account and for withdrawal of Possession Notice. The Bank sent E-mail dated 13.06.2023 and 22.06.2023 informing that the Bank will take only symbolic possession of the premises and the Appellant will not be dispossessed from the said premises till appropriate order passed by the competent authority.

9.2 From the documents discussed above, it is certain that the Borrower, Mr. Hiro D. Uttamchandani purchased only leasehold rights. Even at the time of his purchase, there was existing lease in favour of the Appellant, and on the Appellant giving No Objection Certificate for creation of mortgage, the mortgage was executed in respect of the secured asset. It is equally true that the Appellant has not produced any lease agreement that had come into existence either in the year 2001 or subsequently, more specifically, the lease agreement dated 01.04.2022 executed for the period from 01.04.2022 to 31.03.2025. Even if the lease in favour of the Appellant is accepted, it is the primary duty and responsibility of the Appellant to produce the lease agreement to know the contents of the lease agreement. We cannot act on the pleadings alone.

9.3 Ordinarily, the lease of an immovable property for agricultural or manufacturing purpose shall be deemed to be a lease from year to year, and the lease of immovable property for any other purpose shall be deemed to be a lease from month to month. A lease of immovable property from year to year, or for any term exceeding one year, or reserving yearly rent, can be made only by a registered instrument. Admittedly, the lease dated 01.04.2022 is not a registered lease agreement and it is not even produced before this Appellate Tribunal or before the DRT. The Appellant claims that its right of possession is to be protected on the basis of an unregistered lease agreement.

10. When the issue came up before the Hon'ble Supreme Court as regards the right of a tenant from dispossession, the Hon'ble Supreme Court, in **Harshad Govardhan Sondagar Vs. International Assets Reconstruction Company Limited and Ors.,** in paras 25, 26 and 28, held as follows.

25. The opening words of sub- section (1) of Section 14 of the SARFAESI Act make it clear that where the possession of any secured assets is required to be taken by the secured creditor or if any of the secured asset is required to be sold or transferred by the secured creditor "under the provisions of the Act", the secured creditor may, for the purpose of taking possession or control of any such secured asset, request, in writing, the Chief Metropolitan Magistrate or the District Magistrate within whose jurisdiction any such secured asset or other documents relating thereto may be situated or found, to take possession thereof. Thus, only if possession of the secured asset is required to be taken under the provisions of the SARFAESI Act, the secured creditor can move the Chief Metropolitan Magistrate or the District Magistrate for assistance to take possession of the secured asset. We have already held that Section 13 of the SARFAESI Act does not provide that the lease in respect of a secured asset will get determined when the secured creditor decides to take the measures in the said section. Hence, possession of the secured asset from a lessee in lawful possession under a valid lease is not required to be taken under the provisions of the SARFAESI Act and the Chief Metropolitan Magistrate or the District Magistrate, therefore, does not have any power under Section 14 of the SARFAESI Act to take possession of the secured asset *from such a lessee and hand over the same to the secured creditor. When, therefore, a secured creditor moves the Chief Metropolitan Magistrate or the District Magistrate for assistance to take possession of the secured asset, he must state in the affidavit accompanying the application that the secured asset is not in possession of a lessee under the valid lease made prior to creation of the mortgage by the borrower or made in accordance with Section 65A of the Transfer of Property Act prior to receipt of a notice under sub- section (2) of Section 13 of the SARFAESI Act by the borrower. We would like to clarify that even in such cases where the secured creditor is unable to take possession of the secured asset after expiry of the period 60 days of the notice to the borrower of the intention of the secured creditor to enforce the secured asset to realize the secured debt, the secured creditor will have the right to receive any money due or which may become due, including rent, from the lessee to the borrower. This will be clear from clause (d) of sub- section (4) of Section 13, which provides that in case the borrower fails to discharge his liability in full within the notice period, the secured creditor may require, at any time by notice in writing, any person who has acquired any of the 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.*

26. The opening words of sub- section (1) of Section 14 of the SARFAESI Act also provides that if any of the secured asset is required to be sold or transferred by the secured creditor under the provisions of the Act, the secured creditor may take the assistance of the Chief Metropolitan Magistrate or the District Magistrate. Where, therefore, such a request is made by the secured creditor and the Chief Metropolitan Magistrate or the District Magistrate finds that the secured asset is in possession of a lessee but the lease under which the lessee claims to be in possession of the secured asset stands determined in accordance with Section 111 of the Transfer of Property Act, the Chief Metropolitan Magistrate or the District Magistrate may pass an order for delivery of possession of secured asset in favour of the secured creditor to enable the secured creditor to sell and transfer the same under the provisions of the SARFAESI Act. Sub- section (6) of Section 13 of the SARFAESI Act provides that any transfer of secured asset after taking possession of secured asset by the secured creditor shall vest in the transferee all rights in, or in relation to, the secured asset transferred as if the transfer had been made by the owner of such secured asset. In other words, the *transferee of a secured asset will not acquire any right in a secured asset under sub- section (6) of Section 13 of the SARFAESI Act, unless it has been effected after the secured creditor has taken over possession of the secured asset. Thus, for the purpose of transferring the secured asset and for realizing the secured debt, the secured creditor will require the assistance of the Chief Metropolitan Magistrate or the District Magistrate for taking possession of a secured asset from the lessee where the lease stands determined by any of the modes mentioned in Section 111 of the Transfer of Property Act.*

27. ……

28. A reading of sub- rules (1) and (2) of Rule 8 of the Security Interest (Enforcement) Rules, 2002 would show that the possession notice will have to be affixed on the outer door or at the conspicuous place of the property and also published, as soon as possible but in any case not later than seven days from the date of taking possession, in two leading newspapers, one in vernacular language having sufficient circulation in that locality, by the authorised officer. At this stage, the lessee of an immovable property will have notice of the secured creditor making efforts to take possession of the secured assets of the borrower. When, therefore, a lessee becomes *aware of the possession being taken by the secured creditor, in respect of the secured asset in respect of which he is the lessee, from the possession notice which is delivered, affixed or published in sub- rule (1) and sub-rule (2) of Rule 8 of the Security Interest (Enforcement) Rules, 2002, he may either surrender possession or resist the attempt of the secured creditor to take the possession of the secured asset by producing before the authorised officer proof that he was inducted as a lessee prior to the creation of the mortgage or that he was a lessee under the mortgagor in accordance with the provisions of Section 65 A of the Transfer of Property Act and that the lease does not stand determined in accordance with Section 111 of the Transfer of Property Act. If the lessee surrenders possession, the lease even if valid gets determined in accordance with clause (f) of Section 111 of the Transfer of Property Act, but if he resists the attempt of the secured creditor to take possession, the authorised officer cannot evict the lessee by force but has to file an application before the Chief Metropolitan Magistrate or the District Magistrate under Section 14 of the SARFAESI Act and state in the affidavit accompanying the application, the name and address of the person claiming to be the lessee. When such an application is filed, the Chief Metropolitan Magistrate or the District Magistrate will have to give a notice and give an opportunity of hearing to* *the person claiming to be the lessee as well as to the secured creditor, consistent with the principles of natural justice, and then take a decision. If the Chief Metropolitan Magistrate or District Magistrate is satisfied that there is a valid lease created before the mortgage or there is a valid lease created after the mortgage in accordance with the requirements of Section 65A of the Transfer of Property Act and that the lease has not been determined in accordance with the provisions of Section 111 of the Transfer of Property Act, he cannot pass an order for delivering possession of the secured asset to the secured creditor. But in case he comes to the conclusion that there is in fact no valid lease made either before creation of the mortgage or after creation of the mortgage satisfying the requirements of Section 65A of the Transfer of Property Act or that even though there was a valid lease, the lease stands determined in accordance with Section 111 of the Transfer of Property Act, he can pass an order for delivering possession of the secured asset to the secured creditor."*

As per the observations made in these paragraphs, it can be gathered that

i) Possession of the secured asset from a lessee in lawful possession under a valid lease is not required to be taken under the provisions of the SARFAESI Act and the Chief Metropolitan Magistrate (CMM) or the District Magistrate (DM), does not have any power under Section 14 of the SARFAESI Act to take possession of the secured asset from such a lessee and hand over the same to the secured creditor. When a secured creditor moves the CMM or the DM for assistance to take possession of the secured asset, he must state in the affidavit accompanying the Application that the secured asset is not in possession of a lessee under the valid lease made prior to creation of the mortgage by the Borrower or made in accordance with Section 65 A of the Transfer of Property Act prior to receipt of a notice under Section 13 (2) of the SARFAESI Act by the borrower.

ii) If the Magistrate finds that the secured asset is in possession of a lessee but the lease stands determined in accordance with Section 111 of the Transfer of Property Act, the CMM or the DM may pass an order for delivery of possession of secured asset, in favour of the secured creditor.

iii) The lessee either can surrender possession or resist the attempt of the secured creditor to take the possession of the secured asset by producing proof before the Authorised Officer to show that he was inducted as a lessee prior to the creation of the mortgage or that he was a lessee under the mortgagor in accordance with the provisions of Section 65A of the Transfer of Property Act and that the lease does not stand determined in accordance with Section 111 of the Transfer of Property Act.

iv) If the lessee resists the taking of possession of the secured assed and files an Application under

Section 14 of the SARFAESI Act before the CMM or the DM, giving therein the name and address of the person claiming to be the lessee, in the said Application, the CMM / DM will have to give a notice and give an opportunity of hearing to the person claiming to be the lessee.

10.1 From this decision, a lessee has to establish that he became a tenant prior to the creation of mortgage through a valid lease document. In case, the lease was created subsequent to the mortgage, but prior to the issuance of Section 13(2) Demand Notice, it must conform to the requirements under Section 65 A of the Transfer of Property Act. Here in this case, the lease document executed prior to the mortgage created by the borrower is not produced. Only the document on the basis of which this Securitisation Application was filed is the lease dated 01.04.2022. That document is also not produced. It is admitted by the Appellant that the lease agreement was not extended. Only a lessee in lawful possession under a valid lease is protected.

When the Appellant is not able to prove by producing the lease agreement to show that the lease deed is a valid and legal document admissible in evidence, Appellant's claim that the Appellant is in possession of the secured asset under a valid lease, cannot be accepted.

11. In **Vishal N. Kalsaria Vs. Bank of India and Ors,** reported in *AIR 2016 SC 530,* the decision in **Harshad Govardhan Sondagar** case is reiterated. However, it was observed in para 32 as follows:

> *32. In view of the above legal position, if we accept the legal submissions made on behalf of the Banks to hold that the provisions of SARFAESI Act override the provisions of the various Rent Control Acts to allow a Bank to evict a tenant from the tenanted premise, which has become a secured asset of the Bank after the default on loan by the landlord and dispense with the procedure laid down under the provisions of the various Rent Control Acts and the law laid down by this Court in catena of cases, then the legislative powers of the state legislatures are denuded which would amount to subverting the law enacted by the State Legislature.*

Surely, such a situation was not contemplated by the Parliament while enacting the SARFAESI Act and therefore the interpretation sought to be made by the learned counsel appearing on behalf of the Banks cannot be accepted by this Court as the same is wholly untenable in law.

The operational efficacy of the SARFAESI Act and the Rent Control Act in their respective fields was highlighted.

12. Even in the **Bajrang Shyam Sundar Agarwal** case, the view taken in **Harshad Govardhan Sondagar** was reaffirmed, and it was held in paragraphs 24 to 24 (3) as follows:-

"24. In our view, the objective of SARFAESI Act, coupled with the T.P. Act and the Rent Act are required to be reconciled herein in the following manner:

24.1 If a valid tenancy under law is in existence even prior to the creation of the mortgage, the tenant's possession cannot be disturbed by the secured creditor by taking possession of the property. The lease has to be determined in accordance with Section 111 of the TP Act for determination of leases. As the existence of a prior *existing lease inevitably affects the risk undertaken by the bank while providing the loan, it is expected of Banks/Creditors to have conducted a standard due diligence in this regard. Where the bank has proceeded to accept such a property as mortgage, it will be presumed that it has consented to the risk that comes as a consequence of the existing tenancy. In such a situation, the rights of a rightful tenant cannot be compromised under the SARFAESI Act proceedings.*

24.2 If a tenancy under law comes into existence after the creation of a mortgage, but prior to the issuance of notice under Section 13(2) of the SARFAESI Act, it has to satisfy the conditions of Section 65−A of the T.P. Act.

24.3 In any case, if any of the tenants claim that he is entitled to possession of a secured asset for a term of more than a year, it has to be supported by the execution of a registered instrument. In the absence of a registered instrument, if the tenant relies on an unregistered instrument or an oral agreement accompanied by delivery of possession, the tenant is not entitled to possession of the secured asset for more than the period prescribed under Section 107 of the T.P. Act."

13. Thus, it is seen that only a registered tenancy that comes into existence prior to the creation of a mortgage, and a registered tenancy that comes into existence after the creation of the mortgage, but prior to the issuance of a notice under Section 13(2) of the SARFAESI Act, subject to satisfying the conditions under Section 65 A of the Transfer of Property Act, is protected from dispossession under the SARFAESI Act, 2002. In case of tenancy for more than a year, it has to be supported by a registered instrument. In the absence of a registered instrument, the tenant is not entitled to possession of the secured asset for more than a period prescribed under Section 107 of the Transfer of Property Act. It is made clear in para 35 that, the operation of Rent Control Act cannot be extended to a "tenancy-in-sufferance" *vis-a vis* SARFAESI Act.

14. All along Appellant is in possession of secured asset on the basis of unregistered lease agreement, Appellant's unregistered lease agreement dated 01.04.2022, for the period from 01.04.2022 to 31.03.2025, cannot be admitted in

evidence or relied for lack of registration. Moreover that lease deed is terminated by efflux of time.

15. The scope of Section 14 of SARFAESI Act, 2002 and enquiry by the CMM/DM, the Hon'bel Supreme Court in **Balkrishna Rama Tarle Dead Thr LRs and Anr.** case, categorically held that the steps taken under Section 14 of the SARFAESI Act, 2002, are ministerial steps and there is no element of quasi judicial function or application of mind is required. The Magistrate has to adjudicate the correctness of the information given in the application and nothing more. Incidentally, this decision also refers to the decisions of the Hon'ble Supreme Court in **Harshad Govardhan Sondagar Vs. International Assets Reconstruction Company Limited and Ors.** and **Vishal N. Kalsaria Vs. Bank of India and Ors**.

16. When the Appellant has not made out a case that it is a tenant under a valid and legal lease agreement, merely on the basis of approval/recognition of the Appellant's occupation as tenant in the secured premises by the Respondent Bank, the

Appellant cannot claim that the Appellant should have been given an opportunity of hearing under Section 14 of SARFAESI Application and that the Appellant is entitled to protection from dispossession under the SARFAESI Act, 2002.

17. Thus, this Tribunal, apart from the reasons given by the Learned Presiding Officer for dismissal of the Securitisation Application, confirms the order with the additional reasons given in this order.

18. *In fine*, the order of the Learned Presiding Officer, DRT-II, Bangalore, is confirmed for the reasons stated therein and the additional reasons given in this Appeal. Accordingly, this Appeal in RA (SA) 121/2026 is dismissed. Both parties shall bear their own costs. All pending IAs, if any, stand closed.

[Dictated to Athistamani, PS, transcribed by her, corrected and signed by me this 28th of July 2026]

[*Justice* G. Chandrasekharan]
CHAIRPERSON