THE NATIONAL COMPANY LAW TRIBUNAL

MUMBAI BENCH-I

C.A. 76 OF 2022

Mr. Satpal Bansal,

…Applicant

C.A. 77 OF 2022

Mr. Arvind Bali,

…Applicant

C.A. 78 OF 2022

Mr. Narendra Joshi,

…Applicant

C.A. 79 OF 2022

Mr. Pradip Paliwal

…Applicant

In the matter of

C.P. No. 294/MB/2021

Union of India, Ministry of Corporate Affairs

Petitioner

Vs.

Videocon Telecommunications Limited & Ors.

Respondents

Order delivered on: 07.05.2024

Coram:

Shri Prabhat Kumar	**Justice V.G. Bisht (Retd.)**
Hon'ble Member (Technical)	Hon'ble Member (Judicial)

Appearances:

For the Applicant : Mr. Zal Andhyarjuna, Sr. Adv a/w Ms. Ishani Khanwilkar, Advocate

For the Union : Mr. Aditya Sikka,

ORDER

Per: Prabhat Kumar, Member (Technical)

1. The four Company Application No. 76, 77, 78, 79 of 2022 were filed by Original Respondent No.12 Shri Satpal Bansal, Original Respondent No.11 Shri Arvind Bali, Original Respondent No. 8 Shri Narendra Joshi and Original Respondent No. 9 Shri Pradeep Paliwal respectively in Company Petition No. 294/2021. The Respondent No.11 was the CEO and Respondent No. 12 was the CFO of Videocon Telecommunications Limited ("Respondent Company" or "Respondent No.1") and are stated to have resigned on 31.03.2017. Respondent No. 8 and 9 joined as CFO and CEO of Respondent Company respectively w.e.f. 01.04.2017.
2. This Company Petition was filed by Union of India u/s 241-242 r/w 246 and 339 of the Companies Act, 2013 ("Act") in the matter of alleging conduct of the business of Respondent Company in a

manner prejudicial to public interest and the Applicants were impleaded the party Respondent in that Company Petition. Vide separate proceeding, Respondent Company was admitted into Corporate Insolvency Resolution Process ("CIRP")u/s 7 of the Insolvency and Bankruptcy Code, 2016 ("IBC Code") vide order dated 11.06.2018 passed by this Tribunal initiating the process for Resolution of the Respondent Company, accordingly, the Respondent Company underwent into the management in control of the Resolution Professional. The assets of these respondents were frozen vide order dated 31.08.2021 passed by this Tribunal.

3. The transaction in all these four applications with identical allegations against the Respondents emanating from identical transaction. Further, all the applicants have sought identical prayers. Accordingly, this Bench considered it appropriate to deal with CA 76/2022 to decide all the four applications.

4. The Application CA 76 of 2022 has been filed by the Applicant seeking the following reliefs:

    a. The Hon'ble Tribunal be pleased to direct that the name of the Applicant herein be stricken off from the array of Parties of Company Petition;

    b. The Hon'ble Tribunal be pleased to vacate the operation of Order dt. 31.08.2021 qua the Applicant herein;

    c. ***Pending the hearing and final disposal of this Application, the Hon'ble Tribunal be pleased to modify/clarify the order dt. 31.08.2021 and direct that:***

a. There shall be no restriction on the deposit of any future income or amounts in the bank accounts of the Applicant;
b. The Applicant be permitted to withdraw any amounts deposited in his Bank Accounts after 31.08.2021;
c. The Applicant be permitted to open new accounts and operate the same and acquire additional assets, if he so desires.
d. The Hon'ble Tribunal be pleased to direct that the SFIO investigation pending against the Application be completed in a time-bound manner.
e. Ad-interim reliefs in terms of the prayer clause (c) above.

5. It is submitted in the Company Application that the Company Petition has been filed u/s 241-242 of the Companies Act, 2013, alleging that a potentially Fraudulent Transaction was undertaken by the Video Telecommunications Limited, involving writing off of Amount of Rs. 21.18 Crores from the Company's books of accounts, which is payable to QTL.

5.1. It is submitted that the Applicant has been impleaded as Party to the Petition only on the basis that he was the CFO of the Company. Further, the Order dt. 31.08.2021 was passed

without hearing the Applicant and in the absence of a prima facie case against him.

5.2. Thereafter, the Applicant herein has also filed and placed on record Affidavit in Reply to the main Company Petition dt. 21.09.2021.

5.3. Thus, the present Application has been filed by the Applicant for seeking deletion of his name as Respondent in the Company Petition and vacation of the ad-interim order dt. 31.08.2021, passed by this Bench in the Company Petition.

5.4. It has been averred that the Applicant joined the Company on 05.03.2010 and was purportedly appointed as the CFO on 03.05.2013 and resigned from the Company w.e.f. 31.03.2017. Thus, at the time of the alleged payment of the impugned amount to Airtel, as well as at the time of the alleged write-off, the Applicant had already resigned from the Company and thus, could not have played any role in the entire transaction.

5.5. It is also submitted that there is no specific allegation made out against the Applicant in the Petition. No role has been attributed to the Applicant in the Impugned Transaction. Therefore, even if the allegations made out in the Petition are taken to be true and correct for the sake of argument, no case or offence as alleged or otherwise is made out against the Applicant.

6. The Respondent Union has placed on record brief facts pertaining to the transactions and has submitted that –

6.1. PwC submitted its transaction review report for the Company on or about December 16, 2019 (said Report) to the Resolution Professional in CIRP of the Respondent Company. In the said Report, PwC identified a transaction involving a write off of INR 21.18 Crores (approx.) as being a potentially fraudulent transaction. The details of this transaction are set out in the captioned Petition and are reiterated and adopted for the sake of brevity. Summarily:

i. Pursuant to agreements dated March 16, 2016 and June 15, 2016 between Respondent No. 1 and Bharti Airtel Limited (BAL), the Respondent No. 1 transferred the right to use spectrum across 6 regions to BAL and deposited an amount of INR 141,65,74,586/- into an escrow account with State Bank of India towards potential claims that may be raised by the Department of Telecommunications (DoT). The understanding in these agreements was that the amount in excess of the DoT's claim (Excess Amounts) will be released back to the Company.

ii. On January 6, 2017, the Company issued a letter (signed by the Applicant) to BAL recording a mutual understanding that BAL could adjust the Excess Amounts against the undisputed outstanding dues payable by Quadrant Televentures Limited (QTL) to BAL under

various agreements between them. The Applicant was a Key Managerial Personnel of the Company at this stage and from the documents attached to the Petition, it is amply clear was sufficiently aware that this transaction would have resulted in a write off.

iii. On May 15, 2018, BAL issued a letter to the Company further to its letter dated January 6, 2017 informing them that the Excess Amounts would be adjusted against the outstanding dues of QTL aggregating to INR 21.18 Crores. Due to this reason, the amount stood as a receivable outstanding from QTL in the Company's books. However, suddenly with an impending CIRP process in the Company approved the write off of the receivable of INR 21.18 Crores from QTL (which was showing as receivable as late as May 29, 2018) and as such the said amount was written off.

6.2. On a bare reading of the said Report it is clear that the transaction was identified as a potentially fraudulent transaction since:

i. The ledger of the Company recorded the amount of INR 21.18 Crores as receivable on May 29, 2018, however, subsequently it was written off from the

books of account of the Company by fraudulently recording a transaction on the Insolvency Commencement Date;

ii. Despite inquiring, no approval from the board of directors of the Company and/or the Joint Lenders Forum was furnished;

iii. During the review period, QTL was a related party to the Company. Essentially, the largest shareholder of the Company i.e. Quadrant Enterprises Pvt. Ltd. (QEPL) holds 49.47% shareholding in QTL had 3 directors, two of whom were identified as relatives of Mr. V.N. Dhoot and the third director in QEPL was a director in a disclosed promoter company of Videocon Industries Limited i.e. the parent company of the Company; and

iv. No reasonable business rationale could be found regarding the write off the amount of INR 21.18 Crores from the books of the Company.

6.3. On the basis of the said Report, the Resolution Professional filed an application under Section 66 of the Insolvency & Bankruptcy Code, 2016. Upon going through the said Application, the underlying documents as well as other documents, it became clear that apart from the fraudulent transaction detected by the Resolution Professional, the affairs of the Videocon Group including the Company were

conducted not only in a manner prejudicial to its creditors and public interest but also for a fraudulent purpose or to defraud its creditors and other persons and the ill effects of such prejudicial/fraudulent conduct of business was continuing. Particularly, apart from the fraudulent transactions detected, on a bare perusal of the balance sheets and filings including for the period when the Applicant was a Key Managerial Personnel of the Company, it became clear inter alia that while the Company was incurring accumulated losses, delaying on its dues to creditors and there was apprehensions expressed on the ability of the company to continue as a going concern and had a number of litigated liabilities, the management of the Company at the relevant time which includes the Applicant had sanctioned and facilitated loans and advances including undocumented loans and advances and loans and advances which were expressed to unrecoverable. Due to this, amongst others, the Ministry of Corporate Affairs ordered an investigation into the affairs of inter alia the Company so as to unearth the entire web of transactions and a obtain a complete picture of the fraud and siphoning of funds. In addition, the Original Petitioner/this Respondent to inter alia affix responsibility, accountability and liability as a first step, in public interest, filed the captioned petition to seek an interim injunction to prevent the Respondent arrayed in the captioned petition from frittering away their personal assets.

7. Heard learned counsel for both sides and perused the records.

7.1. The Applicant has sought to contend that in view of the proviso to Section 241(2) of the Companies Act, 2013 (Act), the captioned Petition ought to have been filed before the Principal Bench and therefore, the captioned Petition ought to be rejected. The proviso to Section 241(2) of the Act provides as follows:

> *"Provided that the applications under this sub-section, in respect of such company or class of companies, as may be prescribed, shall be made before the Principal Bench of the Tribunal which shall be dealt with by such Bench."*

7.1.1. The Applicant contended that the words "as may be prescribed" qualifies the words "class of companies" only and the same cannot be read after the words "such companies". On a plain reading of the provisions, we find that if the words are read as suggested by the Petitioners, the legislature could have stated in more simple language that every Petition filed u/s 241(2) shall live before the Principal Bench only and there was no need to insert the words "as may be prescribed". Accordingly, if the interpretation as suggested by the Applicant is accepted the words "as may be prescribed" shall be rendered redundant. It is trite law that every word is to be assigned a meaning. Accordingly, we have no hesitation to hold that these words have to be read so as to mean that the Petition in the matter of only those Companies or class of Companies as

has been prescribed by the Central Government for the purpose shall lie before the Principal Bench and other Petition shall lie before the jurisdictional Bench. Since, the Central Government has not prescribed any Company or class of Company for this purpose so far, the Company Petition connected to the present Application lies before the Tribunal holding jurisdiction over the registered office of the Company, which is in this Case is with this Tribunal. Accordingly, we do not find any substance in this legal proposition.

7.2. We note that Applicants have contended that write off of advance recoverable from QTL cannot be constitute as fraudulent in nature and the said write off is merely in nature of accounting entry for this purpose, the learned counsel relied upon decision of ***Salim Akbarali Nanji Vs. Union of India and others (2006) 5 SCC 302*** wherein it was held that para 17 that "*The write-off is only an internal accounting procedure to claim up the balance e sheet, and it does not affect the rights of the creditor to proceed against the borrower to realise his dues. Moreover, it does give some benefit to the Bank under the income tax laws because after write-off tax is payable only on the amount recovered as and when recovery is made. In the guidelines issued by Reserve Bank of India*." Finally, in this case, the Hon'ble Supreme Court concluded at Para 27 that "*one cannot however, jump to the conclusion that only because some of the debts have become bad, there is lack of proper management of the Bank, or the conduct of the Bank is dishonest and malafide*".

7.3. The learned counsel for Union, however, submitted that amount was advanced to QTL being fully aware of its deteriorating financial position and precarious financial position of the Respondent Company. Thus the said advanced met its fate which was quite evident even at the time of grant of such advance. Accordingly, the Applicants being key managerial personal responsible for management of day to day affairs were responsible for circumstances in which advanced was given to a related party, which ultimately had to be written-off, at the expense of the creditors of Respondent Company. The learned counsel for the Union also puts us through the Bank statement of the Respondent Company to demonstrate back to back transfer to QTL.

7.4. At this juncture it is pertinent to understand the nature of transaction.

7.4.1. Videocon Group, through its group companies, including the Respondent Company provided financial assistance to QTL by way of advances to QTL, and/or standing as guarantors for the amounts owed by QTL to various companies. These arrangements were made on behalf of QTL considering the CDR agreements and financial position of QTL which is believed to be done as a part of ongoing obligations of the Company, as appearing in the CDR agreements. On 27.09.2012, a Tri-partite Agreement was entered into between Bharti Airtel Limited ("Airtel") (together with another group

entity-treated in the Tripartite Agreement as one party), QTL and the Company, for inter alia enabling subscribers of Airtel to access the customers of QTL in Punjab Service Area, using the National Long Distance (NLD) services provided by the Company.

7.4.2. On 16 March 2016, Airtel and the Company entered into an Agreement for Transfer/Assignment of its rights to use Spectrum across 6 regions in India. The overall transaction was for a total consideration of Rs. 4653 Crore (Rupees Four Thousand Six Hundred and Fifty-Three Crore). However, at the time, there were certain issues regarding payments to DOT with respect to the potential claims that may be raised by DoT in future. Accordingly, Airtel and the Company also entered a Supplementary Agreement and Escrow Agreement, both dated 15 June 2016, which required an amount of INR 141,65,74,586 (Rupees One Hundred Forty One Crore Sixty Five Lakhs Seventy Four Thousand Eight Six only) to be deposited by the Company in an escrow account maintained with the State Bank of India ("Escrow Account"), towards any potential future claims that may be raised by DoT. The Escrow Account was maintained in the name of the Company, however, the control of the said Escrow Account was with Airtel. The said Supplementary Agreement provided that in case any excess amounts are available in the said

Escrow Account after clearance of DoTs dues (if any) ("said Excess Amount"), the same would be released by Airtel to the Company.

7.4.3. In and around September 2016, one Reliance Jio Infocomm Limited, launched its own mobile network under the brand 'Reliance Jio'. In the first year of its launch, Reliance Jio offered free 4G mobile services to subscribers across nation, due to which the GSM business of QTL suffered huge losses.

7.4.4. In view of the said losses, QTL started facing cashflow issues and started defaulting in payments to its lenders and business partners. The Company, under the CDR Agreements, was under an obligation to provide funds to QTL for smooth operation or for any shortfall in cashflow. The Company was also mindful of the impact that a further disruption in business of QTI. (on account of failure to honour payments to its business partners) would cause to the financial condition of QTL. There were also considerable amounts lying in the Escrow Account controlled by Airtel that were to be released to the Company. It was important for the Company to ensure release of all other amounts from the Escrow Account without any dispute. Accordingly, the Company and Airtel entered into a letter agreement dated 16 January 2017, whereby it was agreed that Airtel may adjust, from the said excess Amount,

undisputed outstanding / overdue dues payable by QTL to Airtel under various agreements executed between Airtel and QTL. Significantly, this letter agreement dated 16 January 2017 was, in essence, a mere continuation of the already existing arrangement that the Company would fund the operational shortfall of QTL, which is duly recorded in the CDR Agreements and significantly, the CDR Agreements themselves had been noted by the Board of the Company. As such, there was never a question of obtaining any fresh Board approval in respect of the same. In any event in the absence of this agreement, the Company would have otherwise been required to fund QTL, which in turn would have made payments to Airtel in discharge of QTL's obligations to Airtel.

7.4.5. It is also significant to mention here that the accounts of the Company (which duly reflect the transactions with QTL) were routinely placed before the Board, and no objections were ever raised by the Board in this connection. These accounts are also audited and placed before the shareholders of the Company and had been approved every year even by the shareholders, and thereafter duly filed with the Registrar of Companies, Mumbai. A copy of the audited accounts of the Company are available in the public domain considering the Company is a public Company, and the

above is reflected in the audited accounts of the Company.

7.4.6. The Lenders to the Company were also aware of the Audited Accounts of the Company and had not raised any objections thereto. On 06 August 2016 SBI had vide its email of same date enquired about the advance of Rs. 1183.35 Crore made by the Company to QTL. In response to the same, Respondent No. 8 vide its email dated 08 August 2016 stated that

"1. The company has given advances of Rs. 1183.35 Cr to Quadrant Televentures Limited (QTL) for the proposed acquisition of indefeasible Right of Use (IRU) the UAS License of QTL in Punjab Circle, subject to regulatory approvals;

2. QTL License for Punjab Circle is expiring in Sept 2017 and VTL has also transferred it's 6 Circle GSM spectrum to Bharti and has existed the Spectrum related business, hence it does not make any business case for VTL to acquire the QTL GSM License;

3. Now we are working for monetisation of QTL Assets (Subject to approval from QTL Lenders) for realisation of VTL advances".

7.4.7. Subsequently, in Board Meetings of the Company dated 22 March 2017 and 15 December 2017, the Board of Directors of the Company approved the proposal to convert the various advances made by the Company to

QTL from time to time, aggregating to an amount of INR 1286,00,00,000/- (Rupees Twelve Hundred Eight Six Crores only), into Unsecured Zero Coupon Compulsorily Convertible Debentures ('CCDs').

7.4.8. On 2 May 2018, Airtel informed the Company that INR 19,87,10,945.35 (Nineteen Crores Eighty Seven Lakhs Ten Thousand Nine Hundred Forty Five Rupees and Thirty Five Paise) is still lying in the escrow account and that a further amount of INR 21,18,56,797 (Rupees Twenty One Crores Eighteen Lakhs Fifty Six Thousand Seven Hundred and Ninety Seven only), is payable by Airtel to the Respondent Company.

7.4.9. Thereafter, on 15 May 2018, Airtel, inter alia, informed the Respondent Company that that Rs 21,18,56,797/- was outstanding from QTL to Airtel towards unpaid undisputed SMS, NLD and Data Charges, which shall be adjusted by Airtel from the amounts payable by them to the Respondent Company.

7.4.10. The said letter of Airtel was issued in furtherance of the obligations of the Company towards QTL as per the CDR Agreements, and in furtherance of the understanding between Airtel and the Company, the said letter was accepted and countersigned on behalf of the Company in the ordinary course.

7.4.11. The losses of QTL however continued to increase. As seen in the Audited Financial Accounts of QTL

(available from public records) it is apparent that as on 31 March 2017 QTL has incurred a net loss of Rs. 1,520,774,811 and accumulated losses were amounting to Rs. 19,159,182,563 and had outstanding long-term borrowing of approximately Rs. 17,552,693,882. Further it is important to note that the current liabilities were in excess of current assets by Rs. 1,836,596,292 as at 31 March 2017. It is submitted that these figures raised a serious doubt that QTL will not be able to continue as going concern. The same can also be confirmed from the QTL auditors report for the said year. The said Audited Accounts were also shared with State Bank of India, one of the primary lenders of the Company, vide email dated 11 December 2017. Clearly, the lenders were always aware of the relationship between Company and QTL.

7.4.12. The Company accordingly became apprehensive as to whether it would be in a position to successfully recover of amounts from QTL. This was all the more so, given that under the CDR Agreements, the amounts advanced by the Company to QTL could only be repaid by QTL only after repayment of dues of the CDR lenders. Accordingly, in our Note for Approval to the Board of Directors dated 31 May 2018, the Applicant suggested that the Impugned Amount be written off from the books of the Respondent Company. The Applicant

expressed this view in the backdrop of the aforesaid surrounding circumstances and under a bona fide belief, that recovery from QTL was doubtful and unlikely, Such course of action is a standard accounting procedure for consideration of doubtful debts, with a view to provide a fair and correct financial picture of the Company's affairs.

7.4.13. The said Note for Approval was addressed to the Board of the Company and was to be taken up for consideration and approval in the ordinary course. However, before any decision on the Note for Approval dated 31 May 2018 could be taken by the Board of Directors of the Respondent Company, proceedings initiated against the Company under Section 7 of IBC, came to be admitted by an Order dated 11 June 2018 and one Mr. Anuj Jain, was appointed as the Interim Resolution Professional (IRP) for the Respondent Company.

7.4.14. As such, there was no decision on writing off, and there was no writing off of the aforesaid amount in the books of the Company on the date on which the CIRP process commenced.

7.5. The above facts indicate that the amount was written off in view of bleak facility of recovery from QTL in the backdrop of huge accommodated losses. It is also noted that this advance came into existence on account of BAL's insistence to recover

the amount payable by QTL to them from the amount payable by BAL to the Respondent Company. The Applicant has pleaded that this set of was conceded in view of Respondent Companies obligation to extend financial assistance to QTL to enable it to settle its creditors, however, no evidence has been brought on record by the Applicants to substantiate that this obligation in terms of CDR was also in relation to the debt owed by QTL to BAL. If this transaction is looked into from this perspective, the concession to BAL to permit the set off of liability of QTL with the receivables of Respondent Company is in itself prejudicial to the interest of institutional lenders of Respondent Company. This transaction was in itself entered into to allow QTL, a related party to discharge its debt towards BAL and cannot be said to be undertaken in the ordinary course of business. The said set off, on the other hand, had resulted into discharge of BAL from its obligation to pay to Respondent Company and Respondent Company was left with an advance recoverable from QTL, which the Applicants, being key managerial person, can be said to be fully aware as not being recoverable since inception. In other words, a good receivable was replaced by bad receivable. In this manner which finally culminated into write off of the said amount.

7.6. Learned counsel for the Union has relied upon decision of Hon'ble NCLAT in case of ***Prashant Chandra Rath Vs. Surya Kanta Satapathy, 2022 SCC Online NCLAT 3822*** wherein the Hon'ble NCLAT held at para 20 that "*Given the above facts, on*

balance of consideration, we are inclined to agree with the Adjudicating Authority that the defence taken by the Appellants cannot detract from the plain truth that the Appellants had wrongfully diverted funds which in turn had aggravated the financial liability of the Corporate Debtor and this an unethical act to defraud creditor tantamounting to fraudulent trade practice".

7.7. The learned Counsel for the Union has also relied upon decision of Hon'ble High Court of Delhi in the case of ***Col. M.R.Bhakshi Vs. Fintra Systems Ltd. & Anr. 2008 (106) DRJ 166*** wherein the Hon'ble High Court of Delhi has held at Para 10 that "it has also to be kept in mind that by its very nature, the fraud is not easy to establish. This is even more so when fraudulent conduct is undertaken by the Directors of the Company, sitting in their own office, with a view to defraud the creditors/investors who, those are victim of the fraud, are involved in the transaction which constitutes such conduct and may have no personal knowledge of the same". The Counsel further placed reliance on para 11 of this judgment, "*that is because it would be reasonable to assume, that directors/managers who are shown to have indulged in even a single act of fraud in the discharge of their duties towards the company, its shareholders and creditors, would have generally resorted to such conduct. Traits of greed and dishonesty amongst men are known to manifest whenever the opportunity presents itself. This is even more true, when such conduct is displayed by the relatively affluent members of society, as their conduct is not driven by their need or undertaken in desperation.*

7.8. The Hon'ble High Court of Allahabad in case of ***Official Liquidator Vs Ram Swamp and Etc. 1996 SCC Online All 217*** held at para 10 that **"***The object of Section 542(1) of the Act is to make the discharge of debts and other liabilities of the Company consequent on the fraudulent conduct of the business of the Company the personal liability of those who have knowingly participated in such fraudulent activity. The expression 'personal liability' is used to contra distinguish it from the liability of the Company. While Section 542(1) provides for the declaration of the personal liability of the persons concerned with fraudulent conduct of business, Section 542(2) provides for giving of appropriate directions for the purpose of giving effect to that declaration. Therefore, the inquiry which has to be made under Section 542 is with regard to the purpose with which the business of the Company had been carried on by the persons who were knowingly parties to the same."*

7.9. It is undisputed fact that the investigation is still going on and the allegation of fraudulent carrying of the business has been made out on the basis of transaction with QTL and certain advances made on back to back basis to QTL. The Applicants being key managerial person at the relevant time were responsible for carrying on the business of the Respondent Company. Accordingly, they cannot be discharged at this stage pending investigation. Section 339 of the Act makes manager or officer of the Company who were knowingly parties to the carrying on the business to defraud creditors or for any fraudulent purpose, personally responsible without any

limitation of liability. Explanation to Section 447 of the Act defines fraud and it is evident that any wrongful gain is not a condition precedent for imposing the liability in relation to a fraud. Accordingly, we are of the considered view that prayer for deletion of the name from the Company Petition cannot be allowed at this stage. Nonetheless, we consider it appropriate to allow the Applicants to withdraw a sum of Rs.2.00 Lakh per months from their account or such other sum as has already been ordered towards family maintenance and medical expenses, if no such order as earlier been made. Further, the Applicant shall be at liberty to approach the Banks for conversion of the deposits lying in savings/current account in the fixed deposit for the maturity period, they wish to have and such deposits shall be under auto renewed by the Bank till further orders. It is clarified that the Bank shall further allow an amount for towards payment of income tax to the credit of Central Govt. on such interest income as may be requested by the Applicant upon tendering of tax challan for deposit of the same.

8. In view of foregoing, the CA 76/2022, CA 77/2022; CA 78/2022 and CA 79/2022 are partly allowed and disposed of.

Sd/-
Prabhat Kumar
Member (Technical)

Sd/-
Justice V.G. Bisht
Member (Judicial)