(2025) 01 DRAT CK 1667

In the Debts Recovery Appellate Tribunal, Allahabad

Case No : Appeal Dv. No. 627 Of 2023

M/s Raviputram Oil Mills — APPELLANT

Vs

UCO Bank — RESPONDENT

Date of Decision : 17-01-2025

Acts Referred:

Securitisation And Reconstruction Of Financial Assests And Enforcement Of Security Interest Act, 2002 — Section 13(2), 13(4), 18
Security Interest (Enforcement) Rules, 2002 — Rule 3, 8(1), 8(2), 8(6)

Citation : (2025) 01 DRAT CK 1667

Hon'ble Judges : R. D. Khare, Chairperson

Bench : Single Bench

Advocate : Shadab Alam, P.K. Gupta, Ankur Gupta, Sanjay Shankar Pandey

Final Decision : Disposed Of

Judgement

R. D. Khare, Chairperson

1. The present appeal has been preferred by the appellants under section 18 of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (for short "the SARFAESI Act") against the judgment/ order dated 02.05.2023, whereby the Securitization application No. 780/2019 filed by the appellants was dismissed by the DRT, Lucknow.

2. The brief facts of the matter are that the appellant no. 1 is a private limited company and the appellant nos. 2 & 3 are the mortgagors. The appellant-Company was granted financial assistance by the respondent no. 1-Bank, to which the appellant-company and its mortgagor and guarantors including the appellants created mortgage over the property in question by depositing its title deeds and executed various documents i.e. D.P. Note and Hypothecation Deed in favour of the respondent-Bank. Since the appellants did not maintain the financial discipline, therefore, the account was classified as NPA on 31.05.2019 and the demand notice dated 11.06.2019 was issued under section 13(2) of the SARFAESI Act for a sum of Rs. 2,10,76,033.46. Since the borrowers did not

pay any heed to the said demand, therefore, the respondent-Bank took the symbolic possession of the property in question on 25.09.2019 by issuing possession notice dated 25.09.2019 under section 13(4) of the said Act.

3. The appellants-Borrowers challenged the demand notice and possession notice before the Tribunal below by filing the S.A. No. 780/2019. During the pendency of the said S.A., the respondent-Bank issued a sale notice dated 20.01.2021 scheduling the auction of the property in question on 20.02.2021, which was published in the newspapers on 12.01.2021 and the property was sold in favour of the respondent no. 2 for a sum of Rs. 3.25 crores. After deposit of sale amount, the sale certificate has been issued by the respondent-bank on 10.03.2021.

4. The appellants-borrowers filed an amendment application before the Tribunal below challenging the auction sale dated 20.02.2021, which was allowed vide order dated 18.02.2021 and the amended S.A. was filed and served to the opposite parties and its reply was also filed, which is at page no. 112 of the paper book. It is found that neither the appellants nor the Bank filed the amended S.A. or the amendment application before this Tribunal, which was filed before the Tribunal below with regard to the auction sale dated 20.02.2021.

5. The Tribunal below vide order impugned has dismissed the S.A. of the appellants, holding inter-alia that the demand notice was served properly, but the appellants have failed to claim any specific relief with regard to the possession notice dated 25.09.2019 and the sale notice dated 20.01.2021. It was further held that the property was sold over and above the market value assessed by the approved valuer and the reserve price fixed by the respondent-Bank. Being aggrieved by the said order, the present appeal has been filed by the appellants.

6. Learned counsel for the appellants submitted that the impugned order has been challenged mainly on three grounds, first there is violation of Rule 3 of the Security Interest (Enforcement) Rules, 2002 (hereinafter referred to as "Rules 2002"), as the notice under section 13(2) issued by the Bank was served on different address and the same was not served upon the appellants. The learned counsel has drawn attention of this court to page No. 243 of the paper book, which is demand notice dated 06.08.2019 and has stated that in para 3 of the said notice, the date of NPA has been mentioned as 30.05.2019, but as per the demand notice dated 11.06.2019 under section 13(2) of the SARFAESI Act, which is at page No. 237 of the paper book, the date of NPA is 31.05.2019. It was thus contended that there were two documents/demand notices of the Bank, which are contrary to each other, therefore, the entire proceedings cannot be sustained.

7. Secondly, the possession notice issued under section 13(4) of the SARFAESI Act was also not served upon the appellants, which has been admitted by the

Bank in its reply filed before the Tribunal below. In this regard, the learned counsel has referred to para 8 at page 121 of the paper book, in which it has been stated that the same is matter of record. The learned counsel submitted that the Tribunal below has held that no specific relief with regard to the notice under section 13(4) of the SARFAESI Act has been claimed by the appellants. The learned counsel further submitted that the same was prayed for, although there may not be specific, but it was fault of the then counsel for the appellant, who had drafted the S.A. In support of it, the learned counsel has relied upon para 16 of the judgment passed by this Appellate Tribunal in Appeal Dy. No. 117/2022-M/s Divine Electricals and Home Appliances Pvt. Ltd. and Ors. Vs. Punjab and Sind Bank and Ors, decided on 10.05.2023, wherein it is held that a party should not be made to suffer for any fault of the counsel. It was, therefore, contended that the appellant may not be made to suffer for any fault of the then counsel, as the said mistake has been inadvertently committed by him in the present case.

8. Thirdly it was contended that there was violation of Rule 8(6) of the Rules, 2002, as the courier receipts, which have been appended as Annexure No. 9 at page no. 294 shows that the sale notice was never served upon the appellants and the courier services issued an intimation that the said receipt was never issued by them, which stood authenticated by the enquiry conducted by the Sub-Inspector, Kotwali, Sihani Gate, Ghaziabad. It was also contended that the sale notice was published on 12.01.2021, whereas the sale notice was issued on 20.01.2021, which is violation of Rule 8(6) of the Rules, 2002, but the same has not been considered by the Tribunal below. Copy of publications of the said sale notice is at page No. 251 and 252 of the paper book. Learned counsel has further referred to para 16 of the order impugned, which is at page 50 of the paper book and has stated that the sale was conducted on 22.02.2021, whereas the fact that as per sale notice dated 20.01.2021, the sale was to be conducted on 20.02.2021. The copy of the said sale notice is at page No. 249 of the paper book. It was, therefore, prayed that the order impugned may be set aside and the appeal may be allowed.

9. Learned counsel for the respondent-Bank submitted that the appellants themselves have filed a copy of demand notice dated 11.06.2019 issued under section 13(2) of the SARFAESI Act, which is filed as Annexure No. 3 at page No. 61 of the paper book and has contended that the demand notice itself shows that it was sent to the correct address of the appellants.

10. Learned counsel has drawn attention of this court to the page 49 of the paper book, which is order impugned, wherein the Tribunal below has specifically made a query to the counsel for the appellants, as to whether the appellants have sought any relief for quashing the sale notice, the counsel for the appellants in reply to the said query disclosed that the appellants have prayed for setting aside the auction sale conducted by the Bank on 20.02.2021. The appellants had challenged the sale by way of amendment and in the relief

clause, the appellants had only prayed for setting aside the auction sale dated 20.02.2021, but the appellants have failed to seek any relief for setting aside the impugned sale notice dated 20.01.2021, therefore, no such relief can be granted. In support of his contention, the learned counsel has relied upon para 4 of the judgment passed by the Hon'ble Apex Court in State of Maharashtra Vs. Ramdas Shrinivas Nayak and another, AIR 1982 S.C. 1249.

11. The learned counsel for respondent-Bank further submitted that the possession notice dated 25.09.2019 was issued and published in two newspapers on 28.09.2019, copy of which is at page No. 246, 247 and 248 of the paper book, but the same had not been challenged by the appellants anywhere. It is admitted by the appellants in para 1 of their S.A. filed before the Tribunal below that the possession notice was pasted on the outer wall of the property in question, therefore, the contention of the appellants that the same was not served upon the borrowers is not sustainable.

12. The learned counsel for the respondent-Bank also contended that the sale notice dated 20.01.2021 was sent to the borrowers through courier, but with regard to the receipts issued by the said courier services, a FIR was lodged against the respondent-Bank alleging that the said receipts were obtained by the Bank fraudulently. It was further contended that the police authority has given its report, which is appended as Annexure No. 2 to the rejoinder affidavit filed by the appellants and it was also stated that the said report was obtained by the appellants for the specific purpose, but the same was not filed before the Tribunal below, therefore, the said report cannot be filed directly before this Appellate Court.

13. It was further contended by the respondent-Bank that the provisions of the SARFAESI Act and the Rules made there under have been adopted from the CPC, therefore, ratio of the aforesaid judgment would apply in the present proceeding also. The learned counsel has next drawn attention of this Appellate Tribunal to Annexure No. 5 at page No. 68 of the paper book, which is a copy of possession notice dated 25.09.2019 and has stated that the contention of the appellants that the same was not served upon the borrowers, is not correct, as the demand notice and the possession notice were challenged by the appellants by filing the S.A. before the Tribunal below on 07.11.2019, thus the appellants cannot say that the notices under section 13(2) and 13(4) were not served upon the appellants.

14. The next contention of the respondent-Bank was that even the report dated 11.06.2023 given by the Kotwali, Sihani Gate, Ghaziabad cannot be relied upon, as the concerned officer was not summoned before the Tribunal below for authenticating the said report. There is no provision in the SARFAESI Act and Rules made thereunder for intimation to the borrowers that the account has been declared as NPA, therefore, the contention of the appellants contrary to the law is not tenable.

15. The learned counsel has referred to page No. 87 of the Paper book, which is a letter dated 01.11.2019 written by the appellants, wherein at page 88, the appellants themselves have admitted that now their account has become NPA on 31.05.2019. It was thus argued that the appellants were fully aware that their accounts have been declared as NPA, therefore, any contrary submission made by the appellants to the same is not tenable.

16. The learned counsel for the respondent-Bank also submitted that the contention of the appellants that the property has been sold at undervalued price is not sustainable and has referred to page No. 276 to 290, which is valuation report dated 24.12.2020, in which the market value of the property was assessed to be Rs. 256.30 lacs, whereas the property has been sold for Rs. 3.25 crores, which is over and above the market value of the property in question and the reserve price fixed by the Bank. It was also contended that the sale price was deposited by the auction purchaser with the Bank as per the provisions of the Act and Rules made thereunder, therefore, the sale certificate has been issued.

17. It was lastly contended that no relief can be sought, for which no pleadings have been made. In support of his contention, the learned counsel has relied upon a judgment passed by the Hon'ble Apex Court in National Textiles Corporation Ltd. Vs. Naresh Kumar Badrikurnar Jagad & Ors., AIR 2012 Supreme Court 264, and as such the Tribunal below has rightly dismissed the S.A. of the appellants. It was, therefore, prayed that the appeal filed by the appellants may be dismissed with heavy costs and the order impugned may be affirmed.

18. Learned counsel for the respondent-Auction purchaser submitted that the contention of the appellants that the notice under section 13(2) was delivered at wrong address is not correct, as the same address has been mentioned in the appeal itself by the appellants.

19. In rejoinder, the learned counsel for the appellants submitted that the FIR was lodged on 07.06.2023 and the judgment was reserved by the Tribunal below on 05.04.2023 and delivered on 02.05.2023, therefore, there was no occasion for the appellants to file the copy of the investigation report given by the Commissioner of Police before the Tribunal below. It was also contended that the argument of the respondent-Bank that notice under section 13(2) has been filed by the appellants is not correct as the appellants had neither filed the same nor it was received by them, but the same was appended along with postal receipt as annexure No. 5 to the reply of the Bank before the Tribunal below. The postal receipts show that the same was addressed to Kavi Nagar, where the appellants do not reside, therefore, the contention that the notice was sent to the correct address, is not tenable. The next contention was that there is clear violation of Rule 8(1) of the Rules, 2002, as the possession notice, which was pasted, was challenged by the appellants merely because the learned counsel appearing before the Tribunal below did not mention the date thereof, which could adversely affect the right of the borrowers, as the respondent-Bank had

not appended the postal receipt for serving the copy of the possession notice upon the appellants, therefore, it is proved that the same was not served upon the appellants. It was further submitted that the publication of sale notice was made on 12.01.2021, but the same was issued on 20.01.2021, which is not possible, therefore, the auction sale is liable to be set aside.

20. Learned counsel for the respondent No. 2-Auction Purchaser submitted that the appeal itself is not maintainable, as the condition of pre-deposit as per section 18 of the SARFAESI Act has not been fulfilled. The learned counsel further submitted that even the amount of 35%, which was directed to be deposited, has not been deposited by the appellants. In support of his contention, the learned counsel has relied upon a judgment passed by Hon'ble Supreme Court in Civil Appeal No. 8969/2022-M/s Sidha Neelkanth Paper Industries Private Limited & Anr. Vs. Prudent ARC Limited & Ors., decided on 05.01.2023 and has stated that 50% of the amount due including the interest needs to be deposited, which has also been discussed in detail by the Hon'ble Allahabad High Court in Nathi Lal Rathore Vs. DRAT & Ors., 1(2017) BC 684(AII.). The next submission was that the sale has already taken place and the sale certificate has been issued, therefore, the appeal itself is not maintainable and the right of redemption is also not available to the appellants in view of the judgment passed by the Hon'ble Apex Court in Civil Appeal Nos. 5542-5543/2023-Celir LLP Vs. Bafna Motors (Mumbai) Pvt. Ltd. & Ors. It was also contended that a bare perusal of the pleadings of the appellants would show that there is no violation of Rule 3, 8(1) and 8(2), as the demand notice and possession notice were issued and served upon the appellants in accordance with the provisions of the Act and Rules made thereunder, therefore, it cannot be said that the said notices had not been issued and served upon the borrowers. In this regard, the learned counsel had referred to page No. 299 of the paper book, which is an application dated 11.02.2021 written by the appellants to the Bank for cancellation of e-auction and all legal action. It was thus contended that if the sale notice was not served and no auction was made, then as to why the appellants had filed the said application for cancelling the sale proceedings, therefore, the contention of the appellants that the sale notice was not served upon the appellants is not correct. It was, therefore, prayed that the appeal may be dismissed with heavy costs.

21. Having heard the learned counsels for the parties and considering the material available on record, there is no dispute with regard to the loan amount by the appellantsBorrowers. The only question in the present case is, as to whether the process adopted by the Bank for auctioning the property in question is in accordance with the Act and Rules made thereunder or not?

22. It is contended on behalf of the appellants that there is a significant contradiction between the address of the borrowers/guarantors stated in the demand notice under section 13(2) of the SARFAESI Act (pg no. 237 of the paper book) and the address stated in the postal receipts of the said demand

notice (pg no. 241 of the paper book), in addition to the fact that wrong pin code number has been stated by the respondent-Bank in the legal notice issued by them (pg no. 245 of the paper book). It has also been contended on behalf of the appellants that two different dates of the NPA have been mentioned in the demand notice under Section 13(2) of the SARFAESI Act and the legal notice issued and relied upon the respondents.

23. It is argued on behalf of the appellants that there is non- compliance of Rules 8(1) and 8(2) of the Rules, 2002 as no notice whatsoever was served upon them and they came to know when the said notices were pasted. It is further contended that as per the provisions of Rules 8(1) and 8(2), both delivery of notice as well as affixation thereof are mandatorily required, but no delivery was ever done upon the appellants. Reference in this regard is made to para no.21 of this judgment/order. It is also argued that the possession notice under section 13(4) of the SARFAESI Act was not addressed to all the borrowers/guarantors and reference is drawn in this regard to page no. 246 of the paper book. It has also been pointed out by the appellants that with respect to the specific averment made by them in this regard in their main affidavit appended with the appeal, which has not been specifically denied by the respondentBank (paragraph 'G' pg no. 129 of the counter affidavit), which also gets established from the fact that no postal receipts have been filed by the respondent-Bank in their reply/counter affidavit.

24. It is further submitted that no service report or any receipt has been filed by the respondent-Bank either before the DRT or DRAT with regard to the demand notice under Section 13(2) as well as the possession notice under Section 13(4) of the SARFAESI Act. Reliance is placed by the counsel for the appellants on the Division Bench Judgment dated 14.12.2018 of Hon'ble Allahabad Court passed in Suresh Kumar Sheetlani Vs. Income Tax Officer, reported as MANU/ UP/3257/2018, wherein the Hon'ble High Court in para no. 20 of the said judgment has held as under:-

"20. Considering the aforesaid aspect of the matter, when the Department had correct address of the assessee, sending notice at Incorrect address and then presumption drawn of service is totally erroneous. We find that the presumption drawn by the Tribunal on the ground that since notice was not received back unserved, It would be deemed to be service of notice, cannot be sustained. Since it is apparent from the records, that there is a material contradiction in the address of the borrowers/guarantors stated in the demand notice under Section 13(2) of SARFAESI Act and its postal receipts as well as the omission of the address of all the borrowers/ guarantors in the possession notice under Section 13(4) of SARFAESI Act, the presumption of deemed service cannot be drawn in favor the respondent bank and as such, it/s held that there has been non-compliance of Rule 8(1) of the Security Interest (Enforcement) Rules, 2002".

25. With regard to the Rule 8(2), it is stated that the possession notice dated 25.09.2019 was published in two newspapers on 28.09.2019, copies of which are

placed at page no. 247 to 248 of the paper book. As such the possession notice was published well within the time as prescribed under Rule 8(2) of the said Rules. Hence, the contention of the appellants that Rule 8(2) has not been complied with, is not tenable.

26. The contention of the respondent-Bank regarding authentication of the service of demand notice dated 11.06.2019 and possession notice dated 25.09.2019, the letter dated 1.11.2019 sent by the appellant to the Hon'ble Ombudsman, Banking Lokpal, Reserve Bank of India, New Delhi would be relevant and it would show the service of the aforesaid notices upon the appellants. However, a bare perusal of the aforesaid letter of the appellant dated 01.11.2019 would go to show that the appellants have requested the Ombudsman to issue necessary directions to the respondent-Bank with regard to the incorrect declaration of their account as NPA with further request that the Bank should be directed to upgrade their account and permit them to operate the same, but it does not refer to any SARFAESI proceedings, which was initiated by the Bank, of which the appellants had no knowledge. Even otherwise, the aforesaid letter dated 1.11.2019 does not have any bearing upon the proceedings under the SARFAESI Act initiated by the Bank against the present appellants, as there is no mention or indication of the action of the respondent-Bank regarding initiation of SARFAESI proceedings against the appellants.

27. The contention of the respondent-Bank qua the vagueness of the relief clause pertaining to the possession notice is inadmissible. Learned counsel for the appellants has relied upon the judgment of this Tribunal dated 10.05.2023 in Appeal Dy. No. 117/2022-M/s Divine Electricals & Home Appliances Pvt. Ltd. & Ors. Vs. Punjab & Sind Bank & Anr. with special reference to para no. 16 of the said judgment, which is quoted below:-

"16. Perusal of page no. 71 of the Memo of Appeal, which is relief clause of the S.A., shows that the entire proceedings initiated by the respondent bank under the SARFAESI Act was sought to be quashed and the Bank was requested to be restrained from taking any further steps persuant to notices u/s 13(2) and 13(4) and demand notice and possession notice were also sought to be quashed. In view of this, it can be inferred that learned advocate who had drafted the S.A. had not drafted the relief clause with caution and failed to mention the dates of notices u/s 13(2) and 13(4) of the SARFAESI Act and as per law laid down by the Hon`ble Apex Court and also in various pronouncements of the Hon'ble High Courts, a litigant should not be made to suffer for any fault of the lawyer. In the present case, the said notices, which were appended with the S.A. filed before the Tribunal below, were only under challenge and not any other notices. Therefore, in my opinion the Tribunal below ought to have considered as to whether absolute imprecise prayer was made by the applicants or not with regard to the demand notice and possession notice."

Thus it is clear from the pleadings and the documents and record that the relief clause cannot be said to be faulted and therefore, it is held accordingly.

28. The appellants have contended the non-compliance of Rule 8(6) of the Security Interest (Enforcement) Rules, 2002 by the respondent-Bank. It has been specifically contended on behalf of the appellants that the date of sale notice was 20.01.2021 (pg no. 249 of the paper book) while the paper publication of the said sale notice was made on 12.01.2021 (pg no. 252 of the paper book). The appellants have raised serious doubt regarding the entire process of sale of the secured asset since it is not possible for paper publication of sale notice 8 days prior from the actual date of the said sale notice. The counsel for the respondent-bank on the other hand has argued that there was a compliance of Rule 8 (6) of the Rules, 2002, as the sale notice dated 20.01.2021 was sent to the borrowers/guarantors on 20.01.2021 itself and the same was filed along with the affidavit dated 25.04.2023 before learned Tribunal below. Reference is also made by the respondent-Bank to pg no. 299 of the paper book, wherein a letter dated 11.02.2021 has been attached, which was sent by the appellants to the Zonal Manager of the respondent-Bank requesting therein to cancel the e-auction, and therefore, it was argued on behalf of the respondent-Bank that the appellants were well within the knowledge of the sale notice dated 20.01.2021. To counter the contention of sufficient knowledge of sale notice as raised by the respondent-Bank, the counsel for the appellants relied upon pg nos. 294 to 296 of the paper book, which contain the courier receipts of the sale notice dated 20.01.2021, wherein an endorsement has been made by the courier company stating therein that the said receipts were never issued by the courier company and the said receipts have no connection with the courier company. To further support the said contention, the counsel for the appellants relies upon the investigation report dated 07.06.2023 given by the SubInspector, Kotwali-Sihani Gate, Ghaziabad, wherein the concerned police officer has in clear terms recorded that the aforementioned courier receipts were forged.

29. In order to adjudicate the compliance of Rule 8(6), it is necessary to analyze the said provision, which is quoted below:-

"Rule 8(6) Sale of immovable secured assets- the authorized officer shall serve to the borrower a notice of thirty days for sale of the immovable secured assets, under sub-rule (5):

Provided that if the sale of such secured asset is being effected by either inviting tenders from the public or by holding public auction, the secured creditor shall cause a public notice in the Form given in Appendix IV-A to be published in two leading newspapers including one in vernacular language having wide circulation in the locality."

Perusal of the Rule 8(6) casts two fold responsibility upon the authorized officer of the bank with respect to sale of immovable secured assets- (1) a notice period of thirty days to the borrower (2) in case of sale through public auction, the paper publication of the sale notice. After considering the submissions of the learned counsels for both the parties i.e. appellants and the respondents and the material on record, it is apparent that the conduct of the bank with respect to the compliance of Rule 8(6) has been improper since the requirement of the borrower being put to notice period of 30 days was not complied since the concerned courier receipts were stated to be forged by both the courier company as well as the investigation report of the police and with respect to the paper publication of the sale notice, the fact that the paper publication was made approximately 8 days prior to the actual date of sale notice, speaks volumes about the procedure adopted by the bank. It is therefore held that the provision of Rule 8(6) was not complied by the bank, which will also adversely affect the consequential sale.

30. Further reliance was placed by the counsel for the respondent-Bank upon para no. 14 of the impugned judgment and order dated 2.05.2023 passed by the learned Tribunal below, wherein the learned Tribunal below held that since only the sale dated 20.02.2021 was challenged, but not the sale notice dated 20.01.2021, therefore, the submissions and the supporting documents regarding the same cannot be considered. The learned Tribunal below while coming to the aforesaid conclusion relied upon the judgment of the Hontle Apex Court passed in Bharat Amratial Kothari v Dosukhan Sannadkhan Sindhi and Ors, without considering the aspect that the principle laid down in the said judgment will not be applicable to the facts of the present case, thus the aforesaid judgment will have no applicability in the present matter. This Tribunal is of the considered opinion that once the sale has been conducted, it fails reason as to why the sale notice also is to be specifically challenged as the sale notice dated 20.01.2021 merged with the sale conducted by the bank on 20.02.2021.

31. The contention of the learned counsel for the respondent no. 2-Auction Purchaser that the present appeal is not maintainable on the ground of non compliance of section 18, is not correct, because the said issue has already been decided by this Tribunal vide order dated 03.01.2024, therefore, the same is not required to be adjudicated again.

32. In view of the discussions as held above, the demand notice, possession notice and auction sale notice are set aside for procedural lapses on part of the respondent-Bank. Consequently, the impugned judgment and order dated 02.05.2023 passed by the Tribunal below is also set aside and the appeal filed by the appellants is allowed with no order as to costs.

33. The respondent-Bank is directed to supply the details of outstanding amount to the appellants within 15 days from today, who shall deposit the same within 30 days thereafter.

34. The respondent-bank is further directed to refund the auction sale amount to the auction purchaser along with interest @ 8% per annum simple as well as the expenses, if any, within 15 days from today.

35. If the appellants fail to deposit the amount as intimated by the Bank within

the time as stipulated above, the respondent-Bank shall be free to proceed for its recovery in accordance with law from the stage of issuance of fresh demand notice.

36. A copy of this judgment be forwarded to the parties as well as to the DRT concerned and also be uploaded on the e-DRT portal.

