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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

Date of decision: 13th July, 2020

\+ FAO (OS) (COMM) 75/2020, C.M. Appl. No.14173/2020 (for *ad-interim* stay and directions)

CYQUATOR MEDIA SERVICES PVT. LTD. ..... Appellant

Through: Mr. Saket Sikri, Mr. Vijay Aggarwal, Mr. Tarun Singla, Mr. Mudit Jain, Mr. Naman Joshi, Mr. Ayush Jindal, Mr. Shailesh Pandey, Mr. Vikalp Mudgal, Mr. Ajay Kullar, Advocates

Versus

IDBI TRUSTEESHIP SERVICES LTD. & ANR.

..... Respondents

Through: Mr. Neeraj Kishan Kaul & Dr. Birendra Saraf, Senior Counsels with Mr. Vikram Trivedi, Mr. Jai Sanklecha, Mr. Sunil Tilokchandani, Mr. Nagarkatti Kartik, Mr. Sachin Chandarana, Mr. Ramchandra Madan & Mr. Deepak Joshi, Advocates for respondent No. 1

Mr. Jagdeep Sharma, Advocate for respondent No. 2

AND

\+ FAO (OS) (COMM) 76/2020, C.M. Appl. Nos.14522-14524/2020

KHOOBSURAT INFRA PVT. LTD. ..... Appellant

Through: Mr. Saket Sikri, Mr. Vijay Aggarwal, Mr. Tarun Singla, Mr. Mudit Jain, Mr. Naman Joshi, Mr. Ayush Jindal, Mr. Shailesh Pandey, Mr. Vikalp Mudgal, Mr. Ajay Kullar, Advocates

Versus

IDBI TRUSTEESHIP SERVICES LTD. & ANR.

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Through: Mr. Neeraj Kishan Kaul & Dr. Birendra Saraf, Senior Counsels with Mr. Vikram Trivedi, Mr. Jai Sanklecha, Mr. Sunil Tilokchandani, Mr. Nagarkatti Kartik, Mr. Sachin Chandarana, Mr. Ramchandra Madan & Mr. Deepak Joshi, Advocates for respondent No. 1

Mr. Jagdeep Sharma, Advocate for respondent No. 2

AND

\+ FAO (OS) (COMM) 77/2020, C.M. Appl. Nos.14525-14527/2020

DIRECT MEDIA DISTRIBUTION VENTURES PVT. LTD.

..... Appellant

Through: Mr. Saket Sikri, Mr. Vijay Aggarwal, Mr. Tarun Singla, Mr. Mudit Jain, Mr. Naman Joshi, Mr. Ayush Jindal, Mr. Shailesh Pandey, Mr. Vikalp Mudgal, Mr. Ajay Kullar, Advocates

Versus

IDBI TRUSTEESHIP SERVICES LTD. & ANR.

..... Respondents

Through: Mr. Neeraj Kishan Kaul & Dr. Birendra Saraf, Senior Counsels with Mr. Vikram Trivedi, Mr. Jai Sanklecha, Mr. Sunil Tilokchandani, Mr. Nagarkatti Kartik, Mr. Sachin Chandarana, Mr. Ramchandra Madan & Mr. Deepak Joshi, Advocates for respondent No. 1

Mr. Jagdeep Sharma, Advocate for respondent No. 2

CORAM:
HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW
HON'BLE MS. JUSTICE ASHA MENON

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[VIA VIDEO CONFERENCING]

ASHA MENON, J.

C.M. No.14523/2020 (Exemption from filing duly affirmed affidavits along with the accompanying appeal and undertaking to pay court fees upon reopening of the Hon'ble court) & C.M. No.14524/2020, (Exemption from filing certified, fair and legible copies of documents) in FAO (OS) (COMM) 76/2020.

C.M. No.14526/2020 (Exemption from filing duly affirmed affidavits along with the accompanying appeal and undertaking to pay court fees upon reopening of the Hon'ble court) & C.M. No.14527/2020 (Exemption from filing certified, fair and legible copies of documents) in FAO (OS) (COMM) 77/2020

1. Allowed, subject to just exceptions and as per the extant rules.

2. The applications are disposed of.

FAO (OS) (COMM) 75/2020, C.M. Appln. No. 14173/2020 (for *ad-interim* stay & directions)

FAO (OS) (COMM) 76/2020, C.M. Appln. No.14522/2020 (for *ad-interim* stay &directions) and,

FAO (OS) (COMM) 77/2020, C.M.Appln. No.14525/2020 (for *ad-interim* stay & directions)

1. This appeal has been preferred under Section 37 of the Arbitration & Conciliation Act, 1996 ('A&C Act') read with Section 13 of the Commercial Courts Act, 2015 against the common judgment of the learned Single Judge dated 03.07.2020 disposing of three petitions filed by the appellants under Section 9 of the A&C Act being (i) OMP(I)(COMM) 135/2020, (ii) OMP(I)(COMM) 136/2020 & (iii) OMP(I)(COMM) 137/2020, seeking interim relief pending arbitration. By the impugned judgment the learned Single Judge declined the relief claimed of a restraint on the respondent No. 1 herein exercising its rights under the Pledge Agreements and Corporate Guarantee Agreements, executed by the appellants in favour of the respondent No. 1.

2. The facts as relevant for the disposal of the present appeals are that the respondent No.2/Essel Infraprojects Ltd. (EIL) issued Non-Convertible Debentures ('NCD') on 25.02.2015, aggregating the principal amount of Rs.425,00,00,000/-, which was subscribed by certain identified debenture holders for whose benefit

respondent No.1/IDBI Trusteeship Services Ltd. (IDBI TSL) executed a Debenture Trust Deed ('DTD') dated 22.05.2015. These debentures were redeemable by 22nd May, 2020.

3. The issuer company being respondent No.2/EIL was obligated to pay to the debenture holders the principal amount, the redemption premium and default interest (if any) once the debentures were redeemed alongwith certain other costs and expenses. In order to ensure that the obligations were met at the time of redemption, certain securities were incorporated in the DTD (Clause 'C') (Annexure H in FAO (OS) 75 & 77/2020 and Annexure G in FAO (OS) 76/2020). Thus, a first and exclusive pledge was created by the appellant/ Cyquator Media Services Pvt. Ltd. (Pledgor No.1) (for short Cyquator) in favour of respondent No.1/IDBI TSL over fully paid-up equity shares of ZEE Entertainment Enterprises Limited (ZEEL) held by it. Similarly, an exclusive pledge was created by the appellant/Direct Media Distribution Venture Pvt. Ltd. (Pledgor No.2) (Direct Media) again in favour of respondent No.1/IDBI TSL, over fully paid-up equity shares of Dish TV India Ltd. (Dish) held by it and Khubsoorat Infra Private Limited also executed a similar pledge over shares held by it. Further, an irrevocable and unconditional, joint and several, Corporate Guarantee was executed by the Pledgors No.1 and 2.

4. For easy reference the various documents filed as Annexures

to the separate appeals are listed below:

FAO (OS)(COMM)	75/2020	76/2020	77/2020
DTD	Annexure H 22.05.2015	Annexure G 22.05.2015	Annexure H 22.05.2015
Share Pledge Agreement	Annexure I 22.05.2015	Annexure F 01.02.2019	Annexure I 22.05.2015
Deed of Guarantee	Annexure J 22.05.2015	-	Annexure J 22.05.2015
Pledge Invocation Notice	Annexure F 12.06.2020	Annexure F 12.06.2020	Annexure F 12.06.2020
Corporate Guarantee Notice	Annexure G 12.06.2020	-	Annexure G 12.06.2020

5. The DTD laid down what constituted the Events of Default in Clause 7 including that the respondent No.2/EIL failed to pay on the due date the amount payable under the Transaction Documents or failed to pledge additional ZEEL shares or provide such top-ups within the stipulated time. The consequences were also incorporated in Clause 8 of the DTD. Thus, in the event of a default occurring as defined in the DTD the respondent No.1/IDBI TSL could amongst other things, accelerate the redemption of the Debentures of NCD and declare that all or part of the Debentures together with Redemption Premium and all other amounts accrued or outstanding become immediately due and payable and also invoke the guarantee in terms of the Corporate Guarantee and invoke the pledge on the Pledged Shares in terms of the Pledge Agreements.

6. When respondent No.2/EIL being the issuer company failed to redeem the Debentures when they became due on 22nd May, 2020, respondent No.1/IDBI TSL issued notices of invocation dated 12.06.2020 on the Share Pledge Agreement (1) and (2) dated 22nd May, 2015 executed by appellant/Cyquator and appellant/Direct Media, respectively and on the Share Pledge Agreement (3) dated 01st February, 2019 executed by appellant/Khoobsurat, whereby in terms of the DTD it called upon the appellants to pay a sum of Rs.616,09,48,616/-, as the outstanding amount as on 5th June, 2020 alongwith default interest and to pay the said sum within one business day from the receipt of the said notices, failing which it threatened to initiate appropriate action for enforcement of the pledged securities under the various Pledge Agreements. By a separate notice dated 12th June, 2020, it also invoked the Deed of Guarantee dated 22nd May, 2015, executed by appellant/Cyquator and appellant/Direct Media.

7. Immediately thereafter, the appellants approached the court under section 9 of the A&C Act, seeking restraint on the respondent No.1/IDBI TSL from acting on the Pledge Invocation Notices as also on the Corporate Guarantee Notice. The learned Single Judge considered the various submissions made before it by the appellants, summarised in para 73 of the judgment as reproduced below:

> *"i. The petitioners are not joining issue with respondent No.1 in so far as rights of pawnee or its entitlement under the subject contracts.*
>
> *ii. In the unprecedented times because of COVID-19, the stock markets are not only operating at historically lower points but they are extremely volatile.*
>
> *iii. The financial institutions like the respondent No.1 and debenture holders owe a duty to act fairly and in good faith.*
>
> *iv. RBI and SEBI vide their Circulars have made relaxations qua defaults during lockdown and RBI has infused Rs.50,000 Crores of liquidity for exclusive use of mutual funds.*
>
> *v. The petitioners be granted some time for the market conditions to recover to achieve optimal recovery for the debenture holders / petitioners.*
>
> *vi. The previous stake sales conducted by the petitioners through private placements during 2019 shows that it was able to sell the shares of ZEEL for around Rs.400 whereas the market price at that time was Rs.360/-.*
>
> *vii. The case of the petitioners is covered by the order passed by Bombay High Court* ***in Ruler Fairprice Wholesale Ltd. (supra),*** *which order has been upheld by the Supreme Court.*
>
> *viii. Invocation of pledge of DTIL shares without prior approval of Ministry of Information and Broadcasting is illegal and void."*

8. The learned Single Judge observed that from the submissions made, it was clear that the present appellants had not

challenged the rights of respondent No.1/IDBI TSL as a pawnee which are available to it under Section 176 of the Indian Contract Act, 1872. While accepting the contentions that respondent No.1/IDBI TSL had a duty to act fairly and in good faith, the learned Single Judge defined the parameters that constituted good faith as follows in para 77:

> *"i. The sale of pledged shares is honestly and properly done.*
>
> *ii. The sale proceeds are applied to debt*
>
> *iii. As held by the Bombay High Court in* ***National Security Clearing Corporation Ltd. (Supra)*** *that pledger right is only in case the sale is not properly exercised, to get damages."*

9. At the same time, the learned Single Judge concluded that when the law granted absolute discretion to the pawnee to sell the shares when it liked to do so, the Court could not substitute it with its own discretion.

10. Dealing with the submissions made with reference to the prevailing circumstances of Covid-19, the learned Single Judge held that as the Regulatory Authorities viz. RBI and SEBI had not issued circulars to restrict the right of pledgees of shares, therefore, the Court could not read in to the contract, a clause akin to *force majeure,* for postponing the obligations under the contracts and as the Debentures had already reached maturity on May 22nd, 2020, the obligations and liabilities of the appellants as pledgors and

guarantors had already come into play and they were not entitled to any relief. Accordingly, the petitions under Section 9 of the A&C Act, were dismissed.

11. Before this Court, Mr. Saket Sikri and Mr. Vijay Aggarwal the learned counsel for the appellants have conceded that the powers of the pawnee or pledgee under Section 176 of the Indian Contract Act, 1872, were not being challenged. However, it was emphasized that the grievances of the appellants were that the learned Single Judge had not considered the extraordinary situation prevailing due to the pandemic and had failed to factor in the consequent difficulties of liquidity that companies were facing and which hardship the RBI had addressed by issuing moratorium for repayment of loans and also by releasing Rs.50,000 Crores of liquidity for utilization by mutual funds and issuance of guidelines by SEBI, precisely to protect the interest of investors. The learned counsel submitted that the appellants were only interested in maximizing gains and had to this end carried out sale of stake twice in 2019. It was submitted that as a result of Stake Sale I, the Debenture holders received a sum of Rs.120,36,00,000/- thus redeeming in full Debentures having in principal value of Rs.74 crores, which is admitted by the respondent No.1/IDBI TSL. It is the grievance of the appellants that in Stake Sale II, despite a request to respondent No.1/IDBI TSL to tender 43,47,500 shares of ZEEL for sale at the rate of Rs.304 per share it did not do so. Mr. Sikri, submitted that thereafter no doubt, the share price had fallen

but as was evident from the Chart annexed to the written submissions filed as Annexure T, presently, the trend was upward. In these circumstances, according to the learned counsel a grant of six weeks time to the appellants to work out a private stake sale was not unreasonable. Relying on several judgments namely, **Shivashakti Sugars Lrd. V. Shree Renuka Suhar Ltd. & Ors.** (2017) 7 SCC 729; **UBS AG London Branch v. Rural Enterprise Whoelsale Limited & Ors.** [S.L.P. (Civil) Diary No.10943/2020]; **Mardia Chemicla Limited & Ors. v. Union of India & Ors.** (2004) 4 SCC 311; **National Securities Clearing Corporation Ltd. v. Prime Broking Company (India) Ltd.** 2016 SCC Online Bom 4501; **Rural Fairprice Wholesale Ltd. & Anr. V. IDBI Trusteeship Services Ltd. & Ors.** 2020 SCC Online Bom 518, the learned counsel submitted that the courts were required to factor in economic conditions while deciding matters relating to financial transactions and that in the present case, the acute economic stress caused by an unprecedented shock due to the Covid 19 pandemic must be taken into consideration to allow the appellants sometime to work out a beneficial plan for meeting their financial obligations.

12. It was further submitted by the learned counsel that even as per the Fund Manager of the respondent No. 1/IDBI TSL, Franklin Templeton the value of the shares pledged to it was Rs.92 crores (Annexure P) and therefore, the appellants were willing to give an undertaking to the Court that even if the value of the shares of

ZEEL and DISH fell further, they would assure to the respondent No. 1/IDBI TSL a payment of Rs.110 crores within the period of six weeks i.e. by mid of August, 2020. Thus, it was prayed that protection against invocation of the Share Pledge Agreements be granted to the appellants till mid August 2020 at least.

13. It was also argued that the learned Single Judge had erroneously observed that the decision of the Bombay High Court in **Rural Fairprice Wholesale Ltd. and Anr. v. IDBI Trusteeship Services Ltd. and Ors.,** 2020 SCCOnline Bom 518 (Annexure L) and as upheld by the Supreme Court (Annexure M) was distinguishable on facts, as the terms of agreement of pledge of shares were the same in the case before the Bombay High Court as also in the present case and the Bombay High Court had granted ad-interim protection, so that the respondent No. 1/IDBI TSL, who was a party in that case too, did not dispose of the pledged shares when the market value was low. Mr. Sikri, learned counsel referring to the chart annexed to the written submissions (Annexure T) submitted that there was an upward movement in the value of shares of ZEEL and DISH and that if the respondent No. 1/IDBI TSL rushed to dispose of the pledged shares it would greatly prejudice the appellants as they were entitled to maximize gains so that their debt liability is reduced.

14. It is also pointed out that the learned Single Judge erred in not considering the fact as far as the appellant/Direct Media were

concerned, they were also governed by the terms of license which prohibited them from changing the equity shares holding without permission from the Government.

15. It is on these counts that the learned counsel for the appellants argued that the conclusions drawn by the learned Single Judge were untenable. Repeatedly, learned counsel emphasized that what was sought was just a further time of six weeks, which would enable the appellants to make proper arrangements so that a more profitable deal could be struck or in the alternative, the appellants could make the assured payment of Rs.110 crores for which the Directors were willing to give an undertaking to this Court. A further suggestion was made by Shri Vijay Aggarwal that along with the Directors undertaking, and since the tentative valuation of the shares was Rs.92 crores, in order to bridge the gap to cover Rs.110 crores, in addition to the said undertaking, the Directors of another company with no external debt was willing to give an Undertaking/Corporate Guarantee as it had a net worth of Rs.20 crores.

16. Per contra, Shri Neeraj Kishan Kaul, learned senior counsel for the respondent No.1 submitted that the scope of interference under Section 37 of the A&C Act was limited. Further, when the right of the pawnee under Section 176 of the Indian Contract Act, 1872, was not being questioned, the appellants have not been able to justify the relief claimed for extension of time. Morevover, it

was submitted that there was no error in the judgement of the learned Single Judge in not following the orders of the Bombay High Court, as in the present case the date of redemption of the Debentures had already elapsed and further in that case the loan was fully secured, whereas the security in the present case were the shares itself. Further, Mr. Kaul, the learned senior counsel relied on the decisions rendered in **Infrastructure Leasing & Financial Services Limited vs. BPL Ltd.,** (2015) 3 SCC 363; **Bank of Maharashtra vs. M/S. Racmann Auto (P) Ltd.,** AIR 1991 Del. 278**; Rani Leasing & Finance Ltd. Vs. Sanjay Khemani,** 2015 SCCOnline Cal. 450**; Reliance Project Ventures & Management Pvt. Ltd. & Anr. Vs. ECL Finance Limited & Others,** 2019 SCCOnline Bom. 6781, to submit that the pawnee had an absolute discretion whether and when to dispose of the pledged goods and further whether to retain them as collateral in the event of filing a suit for recovery against the pawnor/pledgor.

17. Mr. Birendra Saraf, learned counsel for the respondent No.1/IDBI TSL in FAO (OS)(COMM) 77/2020 also submitted that the learned Single Judge had rightly rejected the argument of the appellants that any change in the share holding pattern had to be first approved by the Government. In short, it was submitted that the appellants were seeking something from the Court which was not permissible either under law or under contract and that no equities were available to the appellants. Thus, it was prayed that the appeals be dismissed.

18. As rightly submitted by Mr. Kaul, learned senior counsel, the scope of interference by the court while exercising its jurisdiction in an appeal under Section 37 of the A&C Act, is extremely limited. As observed by a coordinate Bench of this court of which one of us (Asha Menon, J.) was a member, in FAO (OS) (Comm) No. 213/2019, titled as M/s. Chopra Marketing Pvt. Ltd. vs. M/s. Drishticon Properties Pvt. Ltd. & Anr, decided on 31.10.2019:

> *"6. ....The scrutiny under Section 37 of the Act would be more in the nature of a judicial review to consider whether the learned Single Judge has overlooked any patent error in the Award or has taken a glaringly preposterous view, which alone would call for interference in exercise of the powers under Section 37 of the Act. This is the view taken by the Supreme Court and High Courts in various decisions including Associate Builders vs. Delhi Development Authority AIR 2015 SC 620, M/s. CWHEC-HCIL (JV) vs. M/s. CHPRCL 2017 SCC OnLine Del 9074, M/s. Telecommunication Consultants India Limited v. M/s. Catvision Ltd. 2017 SCC OnLine Del 9235 and Container Corporation of India Ltd. through its Regional General Manager and Anr. vs. Kandla Cargo Handlers, through its Partner Shri B.L. Agrawal 2019 SCC OnLine Bom 1245*

Unless the decision of the Single Judge appears to be perverse or completely untenable, the Appellate Court will not substitute it with its own view.

19. In the light of this position in law, it was necessary for the appellants to point out the shortcomings in the decision of the learned Single Judge which, in our view, they have failed to do, as shall be discussed herein below.

20. There is no dispute that the appellants had entered into Share Pledge Agreements with the respondent No.1/IDBI TSL in respect of shares held by them in ZEEL and Dish, in furtherance of the DTD whereby they undertook the liability to secure the payment by respondent No.2/EIL when the Debentures (NCD) were to be redeemed. There is no dispute that the Debentures in question were to be redeemed by 22nd May 2020. There is also no dispute that no payments have been released on such redemption by the respondent No.2/EIL. Thus, the position of the respondent No.1/IDBI TSL is that of a pawnee under the Contract Act, 1872.

21. It needs to be underlined that the appellants have not challenged the rights of the respondent No.1/IDBI TSL under Section 176 of the Indian Contract Act, 1872 either before the learned Single Judge or before us. The law recognizes the absolute discretion of the pawnee to decide whether or not to sell the pledged goods and if so when and to what extent or to further retain the pledged goods as collateral in case a recovery suit was preferred. There is no need felt to reproduce the decisions referred to by the learned senior counsel for the respondent No. 1/IDBI TSL in detail as the issue is no longer *res integra*. The learned Single

Judge cannot be faulted for applying the law correctly. Moreover, the relief sought by the appellants could not have been granted as it was a restraint on the respondent No. 1/IDBI TSL from enforcing its legal rights.

22. No doubt, the country is facing an extraordinary situation due to the Covid-19 pandemic and the economy has been impacted. However, the reliance of the learned counsel for the appellants on Shivashakti Sugars Ltd. V. Shree Renuka Sugar LTd. & Ors., **(2017) 7 SCC 729** is out of place. Even in that case, which was primarily dealing with interpreting bankruptcy laws, the Supreme Court was quick to caution that it by no means suggested that while taking into account the economic impact of its decisions, the court should ignore the specific provisions of law. Thus, the economic stress faced by the appellants in order to discharge their legal liabilities founded on the contractual obligations agreed to by them and as incorporated in the DTD and the Share Pledge Agreements and the Corporate Guarantees, cannot be a ground to restrain the respondent No. 1/IDBI TSL from exercising their rights as a pawnee as per their discretion. As rightly pointed out by the learned senior counsel for respondent No. 1/IDBI TSL, in order to sell the shares pledged to it, the shares have first to be transferred to its DEMAT account after which it would be entitled to take a decision for their disposal. Merely because the RBI and SEBI have issued certain guidelines and/or have released some liquidity to lend some protection to mutual funds would be no reason for this

Court to intervene and that too, to protect the appellants against the enforcement of legal rights assured by the Statute to the respondent No. 1/IDBI TSL.

23. As observed by the learned Single Judge, the Debenture Trustee, that is, the respondent No. 1/IDBI TSL is no doubt obligated to protect the interest of the Debenture holders and therefore, would be expected to behave rationally and logically and take decisions in order to maximize their gains. If however the respondent No. 1/IDBI TSL failed to do so, the appellants would have other remedies in law including for recovery of damages.

24. To return to the question as to whether there are any grounds made out for interference by this court in the conclusions of the learned Single Judge, it may be noticed that the errors pointed out by the learned counsel for the appellants is that firstly, the learned Single Judge had not factored in the pandemic situation which entitled the appellants to protection and had secondly, not followed the orders of the Bombay High Court as upheld by the Supreme Court to grant such interim protection. There is no merit in these contentions.

25. The learned Single Judge rightly concluded that the court has no power to introduce a clause akin to a *force majeure* clause into the various contracts entered into by the parties. Furthermore, the important and distinguishable fact in the Bombay case, was that the loan subject matter of that case, was fully secured. Therefore, the

interim direction of restraint was issued. That situation does not prevail here as the obligation to pay all dues arose on 22nd May, 2020, when the Debentures were to be redeemed. An event of default had taken place as defined in the DTD and in terms of the Pledge Agreements and the Corporate Guarantees, as provided for under various clauses the respondent No. 1/IDBI TSL became entitled to the transfer of the shares into its DEMAT account and to take a decision thereafter as to how and when these were to be disposed of and to what extent. As regards the offer made by the appellants regarding further guarantees, that is between the parties and for the appellants to satisfy the respondent No. 1/IDBI TSL on the viability of such further guarantees. The court is unable to accept the undertakings offered by the Directors as conveyed by both Mr. Sikri and Mr. Vijay Aggarwal.

26. The third shortcoming in the judgment as pointed out by the appellants relates to the requirement of the License granted to the appellant/Direct Media for Direct to Home Broadcasting Services. However, there is no force in this argument that before the shares are sold even if by the respondent No. 1/IDBI TSL permission of the Government of India is required. It is clear from the Form A to the Guidelines for obtaining license for providing Direct-to-Home (DTH) Broadcasting Service in India (Annexure O in FAO (OS) (Com) 77/2020), the structure of Equity Capital in Column No.3 relates to Authorized share capital and Paid-up share capital, which has nothing to do with trading of shares. Further, the shareholding

pattern required to be disclosed in Column No.4 of the said Form A relates to the proportion of Indian and Foreign Direct Investments and specifically the breakup of Foreign Direct Investment which again has no relevance to the sale of the pledged shares in the present case.

27. Thus the shortcomings stressed upon by the learned counsel for the appellants do not appear to be anything close to shortcomings as discussed hereinabove and by no measure does the decision of the learned Single Judge appear to be preposterous, perverse, illogical or against law.

28. There is no merit in the present appeals which are accordingly dismissed.

ASHA MENON
(JUDGE)

RAJIV SAHAI ENDLAW
(JUDGE)

JULY 13, 2020
ck/pkb