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

\+ W.P.(C) 13552/2019 & CM APPL. 54863/2019

SH. L. MADHUSUDHAN RAO .....Petitioner

Through: Mr. Arjun Syal with Mr. Sahib Kochhar, Advs.

versus

ICICI BANK LTD. AND ORS. ......Respondents

Through: Ms. Manisha Agrawal with Mr. R.P. Agrawal, Advs.(*Through VC*).

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\+ W.P.(C) 13650/2019 & CM APPL. 55075/2019

SH. L. MADHUSHUDHAN RAO .....Petitioner

Through: Mr. Arjun Syal with Mr. Sahib Kochhar, Advs.

versus

ICICI BANK LTD. AND ORS. ......Respondents

Through: Ms. Manisha Agrawal with Mr. R.P. Agrawal, Advs.(*Through VC*).

CORAM:
HON'BLE MR. JUSTICE VIVEK CHAUDHARY
HON'BLE MS. JUSTICE RENU BHATNAGAR

O R D E R

% **28.07.2026**

1. The present connected writ petitions have been filed under Articles 226 and 227 of the Constitution of India, 1950 assailing the common Order dated 13.11.2019 passed by the learned Debts Recovery Appellate Tribunal, Delhi ("DRAT") in connected Miscellaneous Appeal No. 396/2019 arising out of OA No. 1463/2018 and Miscellaneous Appeal No. 399/2019 arising out of OA No. 1463/2018, whereby learned DRAT directed that the petitioner must take the Bank's prior permission before undertaking foreign travel.

2. In the appeal thereof, the respondent had challenged the Order dated 20.07.2019 passed by the learned Debts Recovery Tribunal-I, Delhi ("DRT") whereby the petitioner was directed to give the learned DRT, an advance intimation of 7 days before travelling abroad, with an advance copy to the bank, and to furnish an undertaking that he would remain present before the tribunal as and when required.

3. The facts, as emanating from the record, are that the Petitioner is one of the guarantors for the re-payment of money which the respondent/bank had, advanced to Company by the name of M/s Lanco Babandh Power, Ltd. ("the borrower Company"), which is a part of 'Lanco Group of Companies'. The petitioner had executed a Deed of Guarantee dated 25.07.2015 in favour of respondent/bank, guaranteeing repayment of the facilities extended to the principal borrower. Upon default by the principal borrower, the respondent/bank initiated recovery proceedings under Section 19 of the The Recovery of Debts and Bankruptcy Act, 1993 ("RDB") for recovery of the dues.

4. Initially, the learned DRT by the order dated 21.08.2018 required the petitioner to take its prior permission before travelling abroad. This condition was relaxed by the Order dated 20.07.2019, whereby the petitioner was no longer required to seek permission, but only to inform the learned DRT, a week in advance before any such foreign travel. Aggrieved by such Order, the Bank preferred an appeal before the learned DRAT. Allowing the said appeal, the learned DRAT, by way of its final Order dated 13.11.2019, relying on Clause 7(v) of the Schedule I to the Deed of Guarantee dated 25.07.2015, reversed the relaxation and held that the petitioner must take the Bank's prior permission and not merely inform the learned DRT before travelling abroad.

5. The said Clause reads

> *"The Guarantors further agree that unless the Lenders shall otherwise previously approve in writing, the Guarantors shall not:*
> *(v)Leave India for employment or business or for long term stay abroad so long as any amount remain outstanding under the facilities together with interest and other dues and charges including prepayment charges as per the rules of the lenders then in force. Whether the stay is long term or not shall be decided solely by the lenders."*

6. We have heard the learned counsel for the parties and perused the material placed on record.

7. Learned counsel for the parties jointly submit that, a balance needs to be struck between the petitioner's need to travel abroad for purposes other than employment or business or for long term stay and the Bank's interest in safeguarding recovery of the large amount due from the principal borrower and the petitioner as guarantor. Based on this common understanding, learned counsel for the parties state that they have reached an amicable resolution on the question of the petitioner's foreign travel, and jointly state as under:

I. If the petitioner travels abroad for a purpose other than employment or business, for a period not exceeding 30 (thirty) days, he shall not be required to take prior permission, and it shall be sufficient for him to furnish a copy of the visa granted for such travel to the Bank/DRT.

II. If the petitioner travels abroad for employment, business, or long-term stay exceeding 30 (thirty) days, he shall be required to take prior permission by way of an appropriate application before the Bank/DRT before undertaking such travel.

8. The aforesaid statement made by learned counsel for the parties is accepted and is taken on record as an undertaking to this Court. Both parties shall be bound by, and shall abide by, the aforesaid terms as recorded.

9. In view of this agreement between the parties, the Order dated 13.11.2019 passed by the learned DRAT stands modified to the extent it places restriction on the petitioner's foreign travel in both connected matters.

10. Accordingly, the present petitions, along with pending application(s), if any, are disposed of in the above terms.

VIVEK CHAUDHARY, J

RENU BHATNAGAR, J

JULY 28, 2026/*yk/tr*