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

Date of decision: 18th NOVEMBER, 2026

IN THE MATTER OF:

\# **CNR No. DLHC010292232026**

\+ **W.P.(C) 9121/2026 & CM APPL. 42773/2026**

ABHISHEK LOMESH .....Petitioner

Through: *Appearance not given.*

versus

UNION BANK OF INDIA & ORS. .....Respondents

Through: Mr. Santosh Kumar Rout, SC for UBI/Respondent Bank.

CORAM:
HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD
HON'BLE MS. JUSTICE RENU BHATNAGAR

JUDGMENT

1. The challenge in the present Writ Petition is to the Order dated 21.04.2026 passed by the Ld. Debts Recovery Appellate Tribunal, Delhi **['DRAT']** in Misc. Appeal No.28/2026, rejecting the Appeal filed by the Petitioner herein under Section 20 of the Recovery of Debts and Bankruptcy Act, 1993 **['RDB Act']**. The Petitioner in the said Appeal had challenged an Order dated 13.11.2025 passed by the Ld. Debts Recovery Tribunal-II, Delhi**['DRT']** in IA No.4147/2023 filed in TA/1366/2022, refusing to condone the delay in filing the written statement.

2. The facts, in brief, leading to the filing of the present Writ Petition are that the Respondent No.1/Bank had filed an O.A. No.596/2018 before the Ld. DRT against the Petitioner and Respondent Nos.2 and 3, stating that the Petitioner and one stranger Ms. Deepti, Respondent No.2 herein, had taken loan from the Respondent No.1/Bank and they have failed to maintain the financial discipline. It is stated that on receipt of summons, the Petitioner

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engaged a lawyer who appeared on his behalf on 11.09.2019 and 19.11.2019 and thereafter, filed his *Vakalatnama*. It is stated that on 19.11.2019, the Petitioner was given four weeks' time to file his written statement but due to COVID-19, the written statement could not be filed within the said period and the same was filed on 23.05.2023. An application being I.A. No.4147/2023 was filed by the Petitioner seeking condonation of delay in filing of the written statement.

3. The Ld. DRT *vide* Order dated 13.11.2025 rejected the said application on the ground that the written statement has been filed beyond the time prescribed under Section 19(5) of the RDB Act and, therefore, the delay cannot be condoned. An Appeal against the said Order dated 13.11.2025 was also filed by the Petitioner which was dismissed by the Ld. DRAT *vide* the Impugned Order dated 21.04.2026 which led to the filing of the present writ petition by the Petitioner.

4. The short question which, therefore, arises for consideration before this Court is whether the time prescribed under Section 19(5) of the RDB Act within which the written statement has to be filed is directory or mandatory in nature, and whether the Court vests with the power to condone the delay or not.

5. This Court *vide* Judgment dated 23.09.2026 passed in **W.P.(C) 13671/2026** in the case of "Nikhil Poddar through his duly constituted Attorney Mr. Devender Kumar Sharma vs. Punjab National Bank through its Authorized Representative" has held that the delay in filing written statement beyond the period prescribed under Section 19(5) of the RDB Act cannot be condoned. The relevant portion of the said judgment is reproduced asunder:

> ***"5.*** *For the sake of reference, Section 19(5)(i) of the*

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RDBA Act is reproduced to read as under:

> ***"19(5)(i)*** *the defendant shall within a period of thirty days from the date of service of summons, present a written statement of his defence including claim for set-off under sub-section (6) or a counter-claim under sub-section (8), if any, and such written statement shall be accompanied with original documents or true copies thereof with the leave of the Tribunal, relied on by the defendant in his defence:*
>
> *Provided that where the defendant fails to file the written statement within the said period of thirty days, the Presiding Officer may, in exceptional cases and in special circumstances to be recorded in writing, extend the said period by such further period not exceeding fifteen days to file the written statement of his defence;"*

6. *A court's power to condone delay is prescribed under Section 5 of the Limitation Act, 1963. Section 29(2) of the Limitation Act specifies that where any special or local law prescribes for any suit, appeal or application a period of limitation different from the period prescribed by the Schedule to the Limitation Act, the provisions of Section 3 of the Limitation Act shall apply, as if such period were the period prescribed by the Schedule and for the purpose of determining any period of limitation prescribed for any suit, appeal or application by any special or local law, the provisions contained in Sections 4 to 24 (inclusive) shall apply only in so far as, and to the extent to which, they are not expressly excluded by such special or local law.*

7. *The RDBA Act is a special code in itself which provides for separate hierarchy of Tribunals as well as separate period of limitation and, therefore, Section 29*

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of the Limitation Act is squarely applicable to the present case and provisions under Section 5 cannot be resorted to by the Court to condone the delay.

8. *A reading of the Section 19 of the RDBA Act indicates that the maximum period that can be permitted for filing a written statement is only 45 days, which includes the fifteen-days' grace provided in the proviso.*

9. *Analogous provisions have been examined by the Apex Court in several judgments. The Consumer Protection Act, 1986 had similar provisions. Section 13(1) and 13(2) of the said Act which lays down the period of filing the reply on receipt of a complaint relates to any defective goods. Section 13 of the Consumer Protection Act, 1986 is reproduced as under:*

> *"13. Procedure on receipt of complaint.—(1) The District Forum shall, on receipt of a complaint, if it relates to any goods,—*
>
> *(a) refer a copy of the complaint to the opposite party mentioned in the complaint directing him* ***to give his version of the case within a period of thirty days or such extended period not exceeding fifteen days as may be granted by the District Forum****;*
>
> *(b) where the opposite party on receipt of a complaint referred to him under clause (a) denies or disputes the allegations contained in the complaint, or omits or fails to take any action to represent his case within the time given by the District Forum, the District Forum shall proceed to settle the consumer dispute in the manner specified in clauses (c)-(g);*
>
> *(c)-(g) ****
>
> *(2) The District Forum shall, if the complaint received by it under Section 12 relates to goods in*

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respect of which the procedure specified in sub-section (1) cannot be followed, or if the complaint relates to any services,—

(a) refer a copy of such complaint to the opposite party directing him to give his version of the ***case within a period of thirty days or such extended period not exceeding fifteen days as may be granted by the District Forum****;*

(b) where the opposite party, on receipt of a copy of the complaint, referred to him under clause (a) denies or disputes the allegations contained in the complaint, or omits or fails to take any action to represent his case within the time given by the District Forum, the District Forum shall proceed to settle the consumer dispute,—

(i) on the basis of evidence brought to its notice by the complainant and the opposite party, where the opposite party denies or disputes the allegations contained in the complaint, or

(ii) on the basis of evidence brought to its notice by the complainant where the opposite party omits or fails to take any action to represent his case within the time given by the Forum.

(3) No proceedings complying with the procedure laid down in sub-sections (1) and (2) shall be called in question in any court on the ground that principles of natural justice have not been complied with.

(4) For the purposes of this section, the District Forum shall have the same powers as are vested in a civil court under Code of Civil Procedure, 1908 while trying a suit in respect of the following matters, namely—

(i) the summoning and enforcing attendance of any defendant or witness and examining the witness on oath;

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(ii) the discovery and production of any document or other material object producible as evidence;

(iii) the reception of evidence on affidavits;

(iv) the requisitioning of the report of the concerned analysis or test from the appropriate laboratory or from any other relevant source;

(v) issuing of any commission for the examination of any witness; and

(vi) any other matter which may be prescribed."

(emphasis supplied)

10. *The said provision is also similar to Section 19(5) of the RDBA Act. The Apex Court in J.J. Merchant v. Shrinath Chaturvedi,* ***(2002) 6 SCC 635,*** *while construing as to whether the said provision is directory or mandatory, has observed as under:*

"13. The National Commission or the State Commission is empowered to follow the said procedure. From the aforesaid section it is apparent that on receipt of the complaint, the opposite party is required to be given notice directing him to give his version of the case within a period of 30 days or such extended period not exceeding 15 days as may be granted by the District Forum or the Commission. For having speedy trial, this legislative mandate of not giving more than 45 days in submitting the written statement or the version of the case is required to be adhered to. If this is not adhered to, the legislative mandate of disposing of the cases within three or five months would be defeated.

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> ***15.*** *Under this Rule also, there is a legislative mandate that written statement of defence is to be filed within 30 days. However, if there is a failure to file such written statement within the stipulated time, the court can at the most extend further period of 60 days and no more. Under the Act, the legislative intent is not to give 90 days of time but only maximum 45 days for filing the version by the opposite party.* ***Therefore, the aforesaid mandate is required to be strictly adhered to****."*
>
> *(emphasis supplied)*

11. *In Union of India v. Popular Construction Co., **(2001) 8 SCC 470**, the Apex Court while dealing with a petition under Section 34 of the Arbitration & Conciliation Act, 1996, which also provided for a special period of limitation wherein the words "but not thereafter" were used in relation to the power of the court to condone the delay in challenging the award beyond the period prescribed under Section 34 of the Arbitration and Conciliation Act, observed as under:-*

> *"**12. As far as the language of Section 34 of the 1996 Act is concerned, the crucial words are "but not thereafter" used in the proviso to sub-section (3). In our opinion, this phrase would amount to an express exclusion within the meaning of Section 29(2) of the Limitation Act, and would therefore bar the application of Section 5 of that Act. Parliament did not need to go further. To hold that the court could entertain an application to set aside the award beyond the extended period under the proviso, would render the phrase "but not thereafter" wholly otiose. No principle of interpretation would justify such a result.***
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> *16. Furthermore, Section 34(1) itself provides that recourse to a court against an arbitral award may be made only by an application for setting aside*

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such award "in accordance with" sub-section (2) and sub-section (3). Sub-section (2) relates to grounds for setting aside an award and is not relevant for our purposes. But an application filed beyond the period mentioned in Section 34, sub-section (3) would not be an application "in accordance with" that sub-section. ***Consequently by virtue of Section 34(1), recourse to the court against an arbitral award cannot be made beyond the period prescribed. The importance of the period fixed under Section 34 is emphasised by the provisions of Section 36 which provide that***

"where the time for making an application to set aside the arbitral award under Section 34 has expired … the award shall be enforced under the Civil Procedure Code, 1908 in the same manner as if it were a decree of the court*".*

This is a significant departure from the provisions of the Arbitration Act, 1940. Under the 1940 Act, after the time to set aside the award expired, the court was required to "proceed to pronounce judgment according to the award, and upon the judgment so pronounced a decree shall follow" (Section 17). ***Now the consequence of the time expiring under Section 34 of the 1996 Act is that the award becomes immediately enforceable without any further act of the court****. If there were any residual doubt on the interpretation of the language used in Section 34, the scheme of the 1996 Act would resolve the issue in favour of curtailment of the court's powers by the exclusion of the operation of Section 5 of the Limitation Act."*

(emphasis supplied)

12. *Similarly, the Apex Court in Singh Enterprises v. Commissioner of Central Excise, Jamshedpur,* ***(2008) 3 SCC 70,*** *while interpreting analogous provision in the*

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Central Excise Act, 1994, the Apex Court has observed as under:-

> *"8. The Commissioner of Central Excise(appeals) as also the Tribunal being creatures of statute are not vested with jurisdiction to condone the delay beyond the permissible period provided under the statute.* ***The period up to which the prayer for condonation can be accepted is statutorily provided. It was submitted that the logic of Section 5 of the Limitation Act, 1963 (in short "the Limitation Act") can be available for condonation of delay. The first proviso to Section 35 makes the position clear that the appeal has to be preferred within three months from the date of communication to him of the decision of order. However, if the Commissioner is satisfied that the appellant was prevented by sufficient cause from presenting the appeal within the aforesaid period of 60 days, he can allow it to be presented within a further period of 30 days. In other words, this clearly shows that the appeal has to be filed within 60 days but in terms of the proviso further 30 days time can be granted by the appellate authority to entertain the appeal. The proviso to sub-section(1) of Section 35 makes the position crystal clear that the appellate authority has no power to allow the appeal to be presented beyond the period of 30 days. The language used makes the position clear that the legislature intended the appellate authority to entertain the appeal by condoning delay only up to 30 days after the expiry of 60 days which is the normal period for preferring appeal.*** *Therefore, there is complete exclusion of Section 5 of the Limitation Act. The Commissioner and the High Court were therefore justified in holding that there was no power to condone the delay after the expiry of 30 days' period."*

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(emphasis supplied)

13. *After referring to the above decision, the Apex Court in Customs and Central Excise v. Hongo India Private Limited,* ***(2009) 5 SCC 791,*** *has observed as under:-*

> *"**30.** In the earlier part of our order, we have adverted to Chapter VI-A of the Act which provides for appeals and revisions to various authorities. Though Parliament has specifically provided an additional period of 30 days in the case of appeal to the Commissioner, it is silent about the number of days if there is sufficient cause in the case of an appeal to the Appellate Tribunal. Also an additional period of 90 days in the case of revision by the Central Government has been provided. However, in the case of an appeal to the High Court under Section 35-G and reference application to the High Court under Section 35-H, Parliament has provided only 180 days and no further period for filing an appeal and making reference to the High Court is mentioned in the Act.*
>
> *xxx*
>
> *32. As pointed out earlier, the language used in Sections 35, 35-B, 35-EE, 35-G and 35-H makes the position clear that an appeal and reference to the High Court should be made within 180 days only from the date of communication of the decision or order. In other words, the language used in other provisions makes the position clear that the legislature intended the appellate authority to entertain the appeal by condoning the delay only up to 30 days after expiry of 60 days which is the preliminary limitation period for preferring an appeal. In the absence of any clause condoning the delay by showing sufficient cause after the prescribed period, there is complete*

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exclusion of Section 5 of the Limitation Act. The High Court was, therefore, justified in holding that there was no power to condone the delay after expiry of the prescribed period of 180 days.

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35. It was contended before us that the words "expressly excluded" would mean that there must be an express reference made in the special or local law to the specific provisions of the Limitation Act of which the operation is to be excluded. In this regard, we have to see the scheme of the special law which here in this case is the Central Excise Act. The nature of the remedy provided therein is such that the legislature intended it to be a complete code by itself which alone should govern the several matters provided by it. If, on an examination of the relevant provisions, it is clear that the provisions of the Limitation Act are necessarily excluded, then the benefits conferred therein cannot be called in aid to supplement the provisions of the Act. In our considered view, that even in a case where the special law does not exclude the provisions of Sections 4 to 24 of the Limitation Act by an express reference, it would nonetheless be open to the court to examine whether and to what extent, the nature of those provisions or the nature of the subject-matter and scheme of the special law exclude their operation. In other words, the applicability of the provisions of the Limitation Act, therefore, is to be judged not from the terms of the Limitation Act but by the provisions of the Central Excise Act relating to filing of reference application to the High Court.*"***

(emphasis supplied)

14. *While explaining the provisions of Section 421 of the Companies Act, 2013, the Apex Court in*

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Druggists Association v. Kalyan Chowdhury, ***(2018) 3 SCC 41,*** *has observed as under:-*

> *"**3.** Before coming to the judgments of this Court, it is important to first set out Section 421(3) and Section 433 of the Act. These provisions read as follows:*
>
> *"**421. Appeal from orders of Tribunal**.—(1)-(2)*
> * * *
> *(3) Every appeal under sub-section (1) shall be filed within a period of forty-five days from the date on which a copy of the order of the Tribunal is made available to the person aggrieved and shall be in such form, and accompanied by such fees, as may be prescribed:*
> *Provided that the Appellate Tribunal may entertain an appeal after the expiry of the said period of forty-five days from the date aforesaid, but within a further period not exceeding forty-five days, if it is satisfied that the appellant was prevented by sufficient cause from filing the appeal within that period. ...*
> * * *
> ***433. Limitation**.—The provisions of the Limitation Act, 1963 (36 of 1963) shall, as far as may be, apply to proceedings or appeals before the Tribunal or the Appellate Tribunal, as the case may be."*
>
> ***4.** A cursory reading of Section 421(3) makes it clear that the proviso provides a period of limitation different from that provided in the Limitation Act, and also provides a further period not exceeding 45 days only if it is satisfied that the appellant was prevented by sufficient cause from filing the appeal within that period. Section 433 obviously cannot come to the aid of the appellant because the provisions of the Limitation Act only apply "as far as may be". In a case like the*

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present, where there is a special provision contained in Section 421(3) proviso, Section 5 of the Limitation Act obviously cannot apply.

5. Another very important aspect of the case is that 45 days is the period of limitation, and a further period not exceeding 45 days is provided only if sufficient cause is made out for filing the appeal within the extended period. According to us, this is a peremptory provision, which will otherwise be rendered completely ineffective, if we were to accept the argument of the learned counsel for the appellant. If we were to accept such argument, it would mean that notwithstanding that the further period of 45 days had elapsed, the Appellate Tribunal may, if the facts so warrant, condone the delay. This would be to render otiose the second time-limit of 45 days, which, as has been pointed out by us above, is peremptory in nature.*"*

(emphasis supplied)

15. *Further, the Apex Court in New India Assurance Company Limited v. Hili Multipurpose Cold Storage Private Limited,* ***(2020) 5 SCC 757,*** *has observed as under:-*

*"**20.** The legislature in its wisdom has provided for filing of complaint or appeals beyond the period specified under the relevant provisions of the Act and Regulations, if there is sufficient cause given by the party, which has to be to the satisfaction of the authority concerned. No such discretion has been provided for under Section 13(2)(a) of the Consumer Protection Act for filing a response to the complaint beyond the extended period of 45 days (30 days plus 15 days).* ***Had the legislature not wanted to make such provision mandatory but only Directory, the provision for further extension of the period for filing the***

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response beyond 45 days would have been provided, as has been provided for in the cases of filing of complaint and appeals. To carve out an exception in a specific provision of the statute is not within the jurisdiction of the courts, and if it is so done, it would amount to legislating or inserting a provision into the statute, which is not permissible.

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25. *The contention of the learned counsel for the respondent is that by not leaving a discretion with the District Forum for extending the period of limitation for filing the response before it by the opposite party, grave injustice would be caused as there could be circumstances beyond the control of the opposite party because of which the opposite party may not be able to file the response within the period of 30 days or the extended period of 15 days.* ***In our view, if the law so provides, the same has to be strictly complied, so as to achieve the object of the statute. It is well settled that law prevails over equity, as equity can only supplement the law, and not supplant it.***

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27. It is thus settled law that where the provision of the Act is clear and unambiguous, it has no scope for any interpretation on equitable ground*."*

(emphasis supplied)

16. *Lastly, a Coordinate Bench of this Court in Anita Garg and Ors. vs. State Bank of India,* ***2021 SCC OnLine Del 4311,*** *has also examined the aforesaid aspect and has observed as under:-*

*"**28.** The Statement of Objects and Reasons and Preamble to the 1993 Act reads as under:*

"STATEMENT OF OBJECTS AND REASONS

Banks and financial institutions at present

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experience considerable difficulties in recovering loans and enforcement of securities charged with them. *The existing procedure for recovery of debts due to the banks and financial institutions has blocked a significant portion of their funds in unproductive assets, the value of which deteriorates with the passage of time.* ***The Committee on the Financial System headed by Shri. M. Narasimham has considered the setting up of the Special Tribunals with special powers for adjudication of such matters and speedy recovery as critical to the successful implementation of the financial sector reforms.*** *An urgent need was, therefore, felt to work out a suitable mechanism through which the dues to the banks and financial institutions could be realized without delay. In 1981, a Committee under the Chairmanship of Shri. T. Tiwari had examined the legal and other difficulties faced by banks and financial institutions and suggested remedial measures including changes in law. The Tiwari Committee had also suggested setting up of Special Tribunals for recovery of dues of the banks and financial institutions by following a summary procedure. The setting up of Special Tribunals will not only fulfill a long-felt need, but also will be an important step in the implementation of the Report of Narasimham Committee. Whereas on 30th September, 1990 more than fifteen lakhs of cases filed by the public sector banks and about 304 cases filed by the financial institutions were pending in various courts, recovery of debts involved more than Rs. 5622 crores in dues of Public Sector Banks and about Rs. 391 crores of dues of the financial institutions. The locking up of such huge amount of public money in litigation prevents proper utilisation and recycling of the funds for the development of the country.* ***The Bill seeks to provide for the establishment of Tribunal and***

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Appellate Tribunals for expeditious adjudication and recovery of debts due to banks and financial institutions.*"*

(emphasis supplied)

"Preamble
An Act to provide for the establishment of Tribunals ***for expeditious adjudication and recovery of debts due to banks and financial institutions*** *(insolvency resolution and bankruptcy of individuals and partnerships firms) and for matters connected therewith or incidental thereto."*

(emphasis supplied)

29. *Section 19(5)(i. of the Act reads as under.*
*"The defendant shall within a period of thirty days from the date of service of summons, present a written statement of his defence****including*** *claim for set-off under sub-section (6) or a* ***counter-claim under subsection (8), if any****, and such written statement shall be accompanied with original documents or true copies thereof with the leave of the Tribunal, relied on by the defendant in his defence:*
Provided that where the defendant fails to file the written statement within the said period of thirty days, the Presiding Officer may, in exceptional cases and in special circumstances to be recorded in writing, extend the said period by such further period ***not exceeding fifteen days to file the written statement of his defence****;"*

(emphasis supplied)

30. *The objective of the 1993 Act is expeditious disposal of cases for recovery of debts due to banks and financial institutions. A reading of 19(5) clearly shows that the written statement/counter-claim is required to be filed mandatorily within 30 days from the 'date of*

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service of summons'. Another period of 15 days maximum can be granted, only in exceptional cases and in special circumstances, which are to be found and recorded in writing by the Presiding Officer while granting extension by upto 15 days. These strict timelines of 30 days, and 15 days thereafter, as mandated in section 19(5) are in consonance with the objective sought to be achieved by the Recovery of Debts and Bankruptcy Act, 1993. The strict timelines for filing written statement and counter claim is account of the fact that DRT is adjudicating on disputes involving huge amounts of public money, and if any delay is permitted in the adjudication of those disputes, the same will result in locking up of huge amounts of public money which further would prevent utilization and recycling of those funds for the development of the country. The use of the pre-emptory words "not exceeding fifteen days" in the proviso of Section 19(5)(i), limits the discretion of the DRT to extend the time for filing the written-statement/counter claim, not beyond fifteen days and, that too, in strict compliance of the conditions viz. ***"in exceptional cases and in special circumstances to be recorded in writing".*** *The condition has been laid down, so as to guide the DRT not to condone the delay in a routine manner, liberally or casually only "in the interest of justice". The bar set by the Parliament for exercise of discretion by the Presiding Officer to condone delay in filing the written statement/counter-claim/set-off is higher than mere existence of "sufficient cause".*

(emphasis supplied)

17. *The Apex Court, therefore, held that even for extension of beyond 15 days, exceptional circumstances has to be shown otherwise delay cannot be condoned. Meaning thereby, there is no power to*

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condone the delay beyond 15 days.

6. Learned Counsel appearing for the Petitioner places reliance upon the Judgments passed by the Apex Court in C.N. Ramappa Gowda v. C.C. Chandregowda, **(2012) 5 SCC 265** and Salem Advocate Bar Association, Tamil Nadu v. Union of India, **(2005) 6 SCC 344,** and a Judgment dated 06.03.2026 passed by a Division Bench of High Court of Punjab and Haryana at Chandigarh in **CWP-26365-2019** and **CWP-25611-2022** in the case of "Shri Shri Ram Gupta and Others vs. Debt Recovery Appellate Tribunal and Others etc." wherein the Division Bench has taken recourse to Order VIII Rule 1 of CPC.

7. Undoubtedly, the Apex Court in the aforesaid Judgments has held that provisions of Order VIII Rule 1 of CPC, which stipulates limitation period of filing written statement, is directory and not mandatory in nature, however, in the opinion of this Court, Order VIII Rule 1 of CPC would not have any application while considering Section 19(5) of the RDB Act for the reason that RDB Act is a special statute having its own period of limitation and thereby, Section 5 of the Limitation Act will have no application. Section 34 of the RDB Act states that RDB Act will have overriding effect over any other law for the time being in force. Section 34 of the RDB Act is reproduced as under:

> ***"Section 34: Act to have overriding effect.—****(1) Save as provided under sub-section (2), the provisions of this Act shall have effect notwithstanding anything inconsistent therewith contained in any other law for the time being in force or in any instrument having effect by virtue of any law other than this Act.*
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> *(2) The provisions of this Act or the rules made thereunder shall be in addition to, and not in*

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derogation of, the Industrial Finance Corporation Act, 1948 (15 of 1948), the State Financial Corporations Act, 1951 (63 of 1951), the Unit Trust of India Act, 1963 (52 of 1963), the Industrial Reconstruction Bank of India Act, 1984 (62 of 1984), 1[,the Sick Industrial Companies (Special Provisions) Act, 1985 (1 of 1986) and the Small Industries Development Bank of India Act, 1989 (39 of 1989)].

8. The Apex Court in S. Prakash v. K.M. Kurian, **(1999) 5 SCC 624** has observed as under:

> ***"8.*** *Before appreciating the rival contentions, we would first refer to the established principles for interpreting the effect of amendment in Rule 5 of the General Rules vis-à-vis the Special Rules for recruitment, which prescribes the ratio or percentage of appointment by direct recruitment and by transfer. The law on this point is well settled to the effect that from the consideration of the general enactment if the intention of the legislature was to establish a rule of universal application, in such cases, a special provision must give way to the general provision. (Re: Maharaja Shree Umaid Mills Ltd. v. Union of India [AIR 1963 SC 953 : 1963 Supp (2) SCR 515, 531] SCR at p. 531.) Dealing with a similar situation in the case of Dalmia Dadri Cement Co. Ltd. v. CIT [AIR 1958 SC 816 : 1959 SCR 729, 737] (SCR at p. 737) this Court observed:*
>
> *"Now the rule of construction expressed in the maxim generaliaspecialibus non derogant is well settled, and we shall also assume in favour of the appellant that the agreement, Ex. A, is a special law in the nature of a private Act passed by the British Parliament, and that accordingly Section 3 of the Ordinance should not be construed, unless the contrary appears expressly or by necessary implication, as repealing the provisions of Ex. A. But ultimately, the*

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question is what does the language of the enactment mean?"

(emphasis supplied)

If the language is clear and unqualified, the general rule would prevail.

9. *Similarly, in the case of Ajoy Kumar Banerjee v. Union of India [(1984) 3 SCC 127, 153 : 1984 SCC (L&S) 355] (SCC 127 at p. 153) the Court dealt with the rule of interpretation with regard to the general law as well as the special law and held as under: (SCC p. 153, para 38)*

"The general rule to be followed in case of conflict between two statutes is that the later abrogates the earlier one. In other words, a prior special law would yield to a later general law, if either of the two following conditions is satisfied:

(i) The two are inconsistent with each other.

(ii) There is some express reference in the later to the earlier enactment.

If either of these two conditions is fulfilled, the later law, even though general, would prevail."

The Court further held: (SCC pp. 153-54, para 39)

"39. From the text and the decisions, four tests are deducible and these are: (i) The legislature has the undoubted right to alter a law already promulgated through subsequent legislation, (ii) A special law may be altered, abrogated or repealed by a later general law by an express provision, (iii) A later general law will override a prior special law if the two are so repugnant to each other that they cannot co-exist though no express provision in that behalf is found in the general law, and (iv) It is only in the absence of a provision to the contrary and of a clear inconsistency that a special law will remain wholly unaffected by a later general law. See in this connection, Maxwell on the Interpretation of Statutes, Twelfth Edn., pp. 196-198."

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10. *Further, in the case of R.S. Raghunath v. State of Karnataka [(1992) 1 SCC 335 : 1992 SCC (L&S) 286 : (1992) 19 ATC 507] the Court dealt with the Karnataka General Services (Motor Vehicle Branch) (Recruitment) Rules, 1976. In a concurring judgment, Kuldip Singh, J. observed: (SCC p. 338)*

"Even the general law later in time, prevails over the earlier special law if it clearly and directly supersedes the said special law — is an unexceptionable proposition of law."

(emphasis supplied)

11. *In the aforesaid case, Jayachandra Reddy, J. referred to the decision in Reserve Bank of India v. Peerless General Finance and Investment Co. Ltd. [(1987) 1 SCC 424] wherein the Court observed "that interpretation is best which makes the textual interpretation match the contextual" and relied upon the following para 33 of the said judgment: (SCC p. 450)*

"33. Interpretation must depend on the text and the context. They are the bases of interpretation. One may well say if the text is the texture, context is what gives the colour. Neither can be ignored. Both are important. That interpretation is best which makes the textual interpretation match the contextual. A statute is best interpreted when we know why it was enacted. With this knowledge, the statute must be read, first as a whole and then section by section, clause by clause, phrase by phrase and word by word. If a statute is looked at, in the context of its enactment, with the glasses of the statute-maker, provided by such context, its scheme, the sections, clauses, phrases and words may take colour and appear different than when the statute is looked at without the glasses provided by the context. With these glasses we must look at the Act as a whole and discover what each section, each clause, each phrase and each word is meant and designed to

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say as to fit into the scheme of the entire Act. No part of a statute and no word of a statute can be construed in isolation. Statutes have to be construed so that every word has a place and everything is in its place."

9. While adjudicating an industrial dispute, the question of conflict between the Industrial Disputes Act, 1947 (ID Act) and the Life Insurance Corporation Act, 1956 (LIC Act) was considered by the Apex Court in LIC v. D.J. Bahadur, **(1981) 1 SCC 315,** wherein the Apex Court has observed as under:

"***50***. *The crucial question which demands an answer before we settle the issue is as to whether the LIC Act is a special statute and the ID Act a general statute so that the latter pro tanto repeals or prevails over the earlier one. What do we mean by a special statute and, in the scheme of the two enactments in question, which can we regard as the special Act and which the general? An implied repeal is the last judicial refuge and unless driven to that conclusion, is rarely resorted to. The decisive point is as to whether the ID Act can be displaced or dismissed as a general statute. If it can be and if the LIC Act is a special statute the proposition contended for by the appellant that the settlement depending for its sustenance on the ID Act cannot hold good against Section 11 and Section 49 of the LIC Act, read with Regulation 58 thereunder. This exercise constrains me to study the scheme of the two statutes in the context of the specific controversy I am dealing with.*

51. *There is no doubt that the LIC Act, as its long title suggests, is an Act to provide for the nationalisation of life insurance business in India by transferring all such business to a corporation established for the purpose and to provide for the regulation and control of the business of the Corporation and for matters connected therewith or incidental thereto. Its primary purpose*

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was to nationalise private insurance business and to establish the Life Insurance Corporation of India. Inevitably, the enactment spelt out the functions of the Corporation, provided for the transfer of existing life insurance business to the Corporation and set out in detail how the management, finance, accounts and audit of the Corporation should be conducted. Incidentally, there was provision for transfer of service of existing employees of the insurers to the Corporation and, sub-incidentally, their conditions of service also had to be provided for. The power to make regulations covering all matters of management was also vested in appropriate authorities. It is plain and beyond dispute that so far as nationalisation of insurance business is concerned, the LIC Act is a special legislation, but equally indubitably, is the inference, from a bare perusal of the subject, scheme and sections and understanding of the anatomy of the Act, that it has nothing to do with the particular problem of disputes between employer and employees, or investigation and adjudication of such disputes. It does not deal with workmen and disputes between workmen and employers or with industrial disputes. The Corporation has an army of employees who are not workmen at all. For instance, the higher echelons and other types of employees do not fall within the scope of workmen as defined in Section 2(s) of the ID Act. Nor is the Corporation's main business investigation and adjudication of labour disputes any more than a motor manufacturer's chief business is spraying paints!

***52**. In determining whether a statute is a special or a general one, the focus must be on the principal subject-matter plus the particular perspective. For certain purposes, an Act may be general and for certain other purposes it may be special and we cannot blur distinctions when dealing with finer points of law. In law, we have a cosmos of relativity, not absolutes — so too in life. The ID Act is a special statute devoted*

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wholly to investigation and settlement of industrial disputes which provides definitionally for the nature of industrial disputes coming within its ambit. It creates an infrastructure for investigation into, solution of and adjudication upon industrial disputes. It also provides the necessary machinery for enforcement of awards and settlements. From alpha to omega the ID Act has one special mission — the resolution of industrial disputes through specialised agencies according to specialised procedures and with special reference to the weaker categories of employees coming within the definition of workmen. Therefore, with reference to industrial disputes between employers and workmen, the ID Act is a special statute, and the LIC Act does not speak at all with specific reference to workmen. On the other hand, its powers relate to the general aspects of nationalisation, of management when private businesses are nationalised and a plurality of problems which, incidentally, involve transfer of service of existing employees of insurers. The workmen qua workmen and industrial disputes between workmen and the employer as such, are beyond the orbit of and have no specific or special place in the scheme of the LIC Act. And whenever there was a dispute between workmen and management the ID Act mechanism was resorted to.

***53**. What are we confronted with in the present case, so that I may determine as between the two enactments which is the special? The only subject which has led to this litigation and which is the bone of contention between the parties is an industrial dispute between the Corporation and its workmen qua workmen. If we refuse to be obfuscated by legal abracadabra and see plainly what is so obvious, the conclusion that flows, in the wake of the study I have made, is that vis-a-vis "industrial disputes" at the termination of the settlement as between the workmen and the Corporation, the ID Act is a special legislation and the LIC Act a general legislation. Likewise, when*

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compensation on nationalisation is the question, the LIC Act is the special statute. An application of the generalia maxim as expounded by English textbooks and decisions leaves us in no doubt that the ID Act being special law, prevails over the LIC Act which is but general law.

****

***57**. What is special or general is wholly a creature of the subject and context and may vary with situation, circumstances and angle of vision. Law is no abstraction but realises itself in the living setting of actualities. Which is a special provision and which general, depends on the specific problem, the topic for decision, not the broad rubric nor any rule of thumb. The peaceful coexistence of both legislations is best achieved, if that be feasible, by allowing to each its allotted field for play. Sense and sensibility, not mechanical rigidity gives the flexible solution. It is difficult for me to think that when the entire industrial field, even covering municipalities, universities, research councils and the like, is regulated in the critical area of industrial disputes by the ID Act, Parliament would have provided an oasis for the Corporation where labour demands can be unilaterally ignored. The general words in Sections 11 and 49 must be read contextually as not covering industrial disputes between the workmen and the Corporation. Lord Haldane had, for instance, in 1915 AC 885 (891) [Watney Combe Reid & Co. v. Berners, 1915 AC 885 : 84 LJ KB 1561 : 113 LT 518] observed that: [Cited in The Political Tradition : The Lord Chancellors, 1912-1940, p. 221]*

> *"General words may in certain cases properly be interpreted as having a meaning or scope other than the literal or usual meaning. They may be so interpreted where the scheme appearing from the language of the legislature, read in its entirety, points to consistency as requiring modification of*

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> *what would be the meaning apart from any context, or apart from the general law."*
>
> *To avoid absurdity and injustice by judicial servitude to interpretative literality is a function of the court and this leaves me no option but to hold that the ID Act holds where disputes erupt and the LIC Act guides where other matters are concerned. In the field of statutory interpretation there are no inflexible formulae or foolproof mechanisms. The sense and sensibility, the setting and the scheme, the perspective and the purpose — these help the Judge navigate towards the harbour of true intendment and meaning. The legal dynamics of social justice also guide the court in statutes of the type we are interpreting. These plural considerations lead me to the conclusion that the ID Act is a special statute when industrial disputes, awards and settlements are the topic of controversy, as here. There may be other matters where the LIC Act vis-a-vis the other statutes will be a special law. I am not concerned with such hypothetical situations now."*

10. Applying the said rationale to the facts of the present case, the RDB Act is a special Act which contains specific sections which states that the provisions of RDB Act would over-ride all other enactments inconsistent with the RDB Act. RDB Act applies to recovery proceedings initiated by banks and, therefore, is a special enactment. Keeping in view the object of the legislation it would necessarily over-ride the provisions of CPC.

11. The provisions of Order VIII Rule 1 of CPC and its interpretation by the Apex Court cannot, therefore, be made applicable to the RDB Act, which is a special statute. This Court is, therefore, not in a position to agree with the judgment passed by the Division Bench of High Court of Punjab and Haryana in Shri Shri Ram Gupta (Supra).

12. Undoubtedly, in the present case, the written statement has been filed

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on 23.05.2023 with a delay of 1,200 days which is beyond the time prescribed under Section 19(5) of the RDB Act. Even taking into account the Order dated 10.01.2022 passed by the Apex Court in **Suo Motu Writ Petition (Civil) No. 3/2020 -** In Re: Cognizance for Extension of Limitation, whereby the Apex Court clarified that the period of 15.03.2020 to 28.02.2022 shall stand excluded for all limitation calculations, the written statement has still been filed beyond the time prescribed under Section 19(5) of the RDB Act.

13. In view of the above, the Writ Petition stands dismissed, along with pending Application(s), if any.

SUBRAMONIUM PRASAD, J

RENU BHATNAGAR, J

NOVEMBER 18, 2026
S. Zakir

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