

SYNOPSIS WITH LIST OF DATES & EVENTS

The Petitioner has preferred the present Writ Petition under the extraordinary circumstances, under Article 32 of the Constitution of India for issuance of an appropriate Writ, Order or Direction in the nature of Mandamus or any other appropriate Writ or Direction declaring a impugned portion of Notification dated 27.03.2020 issued by the Respondent No.2 as ultra vires to the extent it charges interest on the loan amount during the moratorium period, which creates hardship in the present scenario of complete national lockdown being extended from time to time due to covid-19 outbreak.

Though the Respondent No.2 by way of its Notification dated 27.03.2020 has permitted all term Loans to grant a moratorium of 03 months on payments of all instalments falling due between March 1 2020 and May 31, 2020. However, while doing so, the Respondent No.2 has made clear that interest shall continue to accrue on the outstanding portion of the term loans during the moratorium period. This action of imposition of interest during the moratorium period is completely devastating, wrong and in a way has taken away the benefit of imposing moratorium. This has caused hindrance and

obstetrical in “right to life” guaranteed by Article 21 of the Constitution of India, 1950 in furtherance of right to life including right to livelihood which is a pre-requisite to the fundamental right guaranteed under Article 21 to people of India. In the present scenario, when all the means of livelihood has been curtailed by the Government of India by imposition of complete lockdown pan India, due to worldwide outbreak of Covid-19 pandemic and the Petitioner being a citizen of India has no way to continue his work and earn livelihood, imposition of interest during the moratorium will defeat the purpose of permitting moratorium on loans.

That this Hon’ble Court recently dealt with bunch of Writ Petitions relating to the said Notification issued by the Respondent No.2 wherein this Hon’ble Court was of the view that the Petitioners in those Writ Petitions were not affected parties and the said information has been published in daily newspapers. This Hon’ble Court passed an Order dated 30.04.2020 in that bunch of Writ Petitions to that effect and left the questions of law open. It is submitted that the Petitioner herein is an affected party and also a borrower and is directly affected by the impugned Notification dated 27.03.2020 issued by the Respondent No.2.

It is submitted that the Petitioner herein is availing a facility of Home Loan of amount Rs. 37,48,000/- from the ICICI Bank and due to the lockdown and its consequential restrictions imposed by the Government of India, no work can be carried out and thus, Petitioner has no income and is not in a position to pay off his Home Loan EMI.

It is relevant to mention here that the impugned portion of Notification dated 27.03.2020 issued by the Respondent No.2 is arbitrary and capricious to the extent it imposes an over burden upon the borrowers like Petitioner. The interest charged during moratorium period would be added up into the EMIs at the end of three-month forbearance, will raise in the monthly bill or have to pay this additional interest in one go or will be allowed to get it adjusted as an additional EMI. That the additional interest burden for three months moratorium period is also equally divided in all future EMIs, the monthly bill for customer will increase. The aforesaid notification qua payment of interest violates the principal of natural justice as the Government on one hand ceased the working of the individuals and on other hand asking to pay the loan interest during moratorium.

LIST OF DATES AND EVENTS

The Petitioner is a citizen of India, running an Optical Shop as “Prime Opticals” in Agra, Uttar Pradesh with gross total income of about Rs. 6,57,003/-per annum, and residing at 40, Vaibhav Kunj, Dayal BaghAgra(U.P)-282005.

The Petitioner herein has availed a facility of Home Loan of amount Rs. 37,48,000/- from the ICICI Bank.

24.03.2020 In the month of March 2020, due to global outbreak of COVID-19 pandemic, commonly known as “Corona virus outbreak”, India also became a victim of Covid-19 outbreak and the Central Government in order to curb the rapid rise of outbreak within the country, was constrained to announce a national lockdown for 21 days. In this regard, the Hon’ble the Prime Minister of India addressed the nation and announced the said lockdown. The said announcement was given effect by an Order dated 24.03.2020 issued by the National Disaster Management Authority in exercise of the

power under section 6(2)(1) of the National Disaster Management Act 2005.

27.03.2020 Upon the announcement of lockdown, the Respondent No.2 issued a Notification dated 27.03.2020 and permitted all term Loans to grant a moratorium of 03 months on payments of all instalments falling due between March 1st2020 and May 31st, 2020. However, while doing so, the Respondent No.2 has made clear that Interest shall continue to accrue on the outstanding portion of the term loans during the moratorium period. The relevant extract of Notification dated 27.03.2020 reads as under:

“2. In respect of all term loans (including agricultural term loans, retail and crop loans), all commercial banks (including regional rural banks, small finance banks and local area banks), co-operative banks, all-India Financial Institutions, and NBFCs (including housing finance companies) (“lending institutions”) are permitted to grant a moratorium of three months on payment of all instalments¹ falling due between March 1, 2020 and May 31, 2020. The repayment schedule for such loans as also the residual tenor, will be shifted across the board by three months after the moratorium period. Interest shall continue to accrue on the outstanding portion of the term loans during the moratorium period.”

29.03.2020 The Respondent No. 1 in order to bring some more relief workers working across all fields has issued an order dated 29.03.2020 qua the payment of their respective salaries etc. during lockdown. The relevant extract reads as under:

“All employers, be it in the industry or in the shops and commercial establishments, shall make payment of wages of their workers, at their work place, on the due date, without any deduction, for the period their establishments are under closure during the lockdown”.

14.04.2020 The national lockdown was further extended till 03.05.2020 in wake of continuous rise of corona virus infections.

28.04.2020 In these circumstances, the Petitioner requested ICICI Bank for availing the moratorium upon his home loan. The ICICI Bank vide its email dated 28.04.2020 confirmed the application of moratorium of home loan during the lockdown period. However, with the utter shock and surprise Petitioner noted that in the confirmation mail

for availing the facility of moratorium, it is stated that:

“The interest on the outstanding value of your loan shall continue to accrue during the moratorium and the accrued interest will be added to the principal outstanding, and interest thereon shall be calculated on the total amount outstanding under the loan account. This will result in an increase in residual tenure of the loan. If the loan tenure cannot be extended, the EMI amount will increase.”.

30.04.2020 This Hon'ble Court recently dealt with some Writ Petitions relating to the said Notification issued by the Respondent No.2 wherein this Hon'ble Court was of the view that the Petitioners in those Writ Petitions were not affected parties and the same information has been published in daily newspapers. This Hon'ble Court passed an Order dated 30.04.2020 in that bunch of Writ Petitions in W.P. (C) Diary No.10879/2020 to that effect and left the question of law open. It is submitted that the Petitioner herein is an affected party and also a borrower and is directly affected by the impugned Notification

dated 27.03.2020 issued by the Respondent No.2.

01.05.2020 Recently on 02.05.2020, the countrywide lockdown has been further extended for two more weeks.

Hence, the Petitioner will not be in any position to start his work in near time. This has created immense burden upon the Petitioner's budget as apart from paying EMI on home loan, the Petitioner has moral obligation to pay his employees during lockdown and also to manage his financial aspects of his home and family.

02.05.2020 Hence, the present Writ Petition.

**IN THE SUPREME COURT OF INDIA
(CIVIL ORIGINAL JURISDICTION)
WRIT PETITION (C) _____ No. OF 2020**

[A Writ Petition under Article 32 of the Constitution of India]

IN THE MATTER OF:-

Gajendra Sharma

...Petitioner

Versus

1. UNION OF INDIA

Through Secretary,
Ministry of Home Affairs
North Block,
New Delhi-110001

2. RESERVE BANK OF INDIA

Through Governor,
6, Sansad Marg,
New Delhi-110001

... Respondents

**A WRIT PETITION UNDER ARTICLE 32 OF THE
CONSTITUTION OF INDIA**

**TO,
THE CHIEF JUSTICE OF INDIA
AND HIS COMPANION JUSTICES
OF THE HON'BLE SUPREME COURT OF INDIA.**

**THE HUMBLE PETITION OF
THE PETITIONER HEREIN**

MOST RESPECTFULLY SHOWETH:

1. The Petitioner has preferred the present Writ Petition under the extraordinary circumstances, under Article 32 of the Constitution of India for issuance of an appropriate Writ, Order or Direction in the nature of Mandamus or any other appropriate Writ or Direction declaring a impugned portion of Notification dated 27.03.2020 issued by the Respondent No.2 as ultra vires to the extent it charges interest on the loan amount during the moratorium period, which creates hardship in the present scenario of complete national lockdown being extended from time to time due to covid-19 outbreak.

2. Though the Respondent No.2 by way of its Notification dated 27.03.2020 has permitted all term Loans to grant a moratorium of 03 months on payments of all instalments falling due between March 1 2020 and May 31, 2020. However, while doing so, the Respondent No.2 has made clear that interest shall continue to accrue on the outstanding portion of the term loans during the moratorium period. This action of imposition of interest during the moratorium period is completely devastating, wrong and in a way has taken away the benefit of imposing moratorium. This has caused hindrance and obstetrical in “right to life” guaranteed by Article 21 of

the Constitution of India, 1950 in furtherance of right to life including right to livelihood which is a pre-requisite to the fundamental right guaranteed under Article 21 to people of India. In the present scenario, when all the means of livelihood has been curtailed by the Government of India by imposition of complete lockdown pan India, due to worldwide outbreak of Covid-19 pandemic and the Petitioner being a citizen of India has no way to continue his work and earn livelihood, imposition of interest during the moratorium will defeat the purpose of permitting moratorium on loans.

3. That this Hon'ble Court recently dealt with bunch of Writ Petitions relating to the said Notification issued by the Respondent No.2 wherein this Hon'ble Court was of the view that the Petitioners in those Writ Petitions were not affected parties and the said information has been published in daily newspapers. This Hon'ble Court passed an Order dated 30.04.2020 in that bunch of Writ Petitions to that effect and left the questions of law open. It is submitted that the Petitioner herein is an affected party and also a borrower and is directly affected by the impugned Notification dated 27.03.2020 issued by the Respondent No.2.

4. The brief facts leading to the filing of the present Writ Petition are as follows:-

- (i) The Petitioner is a citizen of India, running an Optical Shop as “Prime Optical” in Agra, Uttar Pradesh with gross total income of about Rs. 6,57,003/-per annum, and residing at 40, Vaibhav Kunj, Dayal Bagh, Agra(U.P)-282005. The Email Address of the Petitioner is gajsharma19@gmail.com and Mobile No. is +91-9412253740. A true copy of the PAN Card of the Petitioner bearing Pan No. ADMPS4051N is marked and attached herewith as **Annexure-P/1 (Pg.23)**
- (ii) It is submitted the Petitioner has availed a home loan from ICICI Bank and has been paying the respective EMIs without any default.
- (iii) That the Petitioner has not been involved in any other civil or criminal or revenue litigation, which could have legal nexus with the issues involved in the present Petition.
- (iv) The Respondent No. 1 is the Ministry of Home affairs, Union of India, dealing with law and order and has been issuing Notifications/Orders qua the national lockdown and the restrictions have been imposed across the Country in this regard.

- (v) That the Respondent No. 2 Reserve Bank of India and is a statutory body responsible for monitoring, formulation and implementation of the financial policy in India.
- (vi) Hence, both the Respondents are “State” within the meaning of Article 12 of the Constitution and hence amenable to Writ Jurisdiction of this Hon’ble Court.
- (vii) It is submitted that in the month of March 2020, due to global outbreak of COVID-19 pandemic, commonly known as “Corona virus outbreak”, India also became a victim of Covid-19 outbreak and the Central Government in order to curb the rapid rise of outbreak within the country, was constrained to announce a national lockdown for 21 days. In this regard, the Hon’ble the Prime Minister of India addressed the nation and announced the said lockdown. The said announcement was given effect by an Order dated 24.03.2020 issued by the National Disaster Management Authority in exercise of the power under section 6(2)(1) of the National Disaster Management Act 2005. A True Copy of the Order dated 24.03.2020 issued by the National Disaster Management Authority is marked and annexed herewith as **ANNEXURE-P/2.(Pg. 24)**

(viii) Upon the announcement of lockdown, the Respondent No.2 issued a Notification dated 27.03.2020 and permitted all term Loans to grant a moratorium of 03 months on payments of all instalments falling due between March 1st2020 and May 31st, 2020. However, while doing so, the Respondent No.2 has made clear that Interest shall continue to accrue on the outstanding portion of the term loans during the moratorium period. The relevant extract of Notification dated 27.03.2020 reads as under:

“2. In respect of all term loans (including agricultural term loans, retail and crop loans), all commercial banks (including regional rural banks, small finance banks and local area banks), co-operative banks, all-India Financial Institutions, and NBFCs (including housing finance companies) (“lending institutions”) are permitted to grant a moratorium of three months on payment of all instalments¹ falling due between March 1, 2020 and May 31, 2020. The repayment schedule for such loans as also the residual tenor, will be shifted across the board by three months after the moratorium period. Interest shall continue to accrue on the outstanding portion of the term loans during the moratorium period.”

A true copy of the Notification No.RBI/2019-20/186 dated 27.03.2020 issued by the Respondent No.2 is marked and annexed herein as **ANNEXURE-P/3.(Pg. 25-27)**

- (ix) The Respondent No. 1 in order to bring some more relief workers working across all fields has issued an order dated 29.03.2020 qua the payment of their respective salaries etc. during lockdown. The relevant extract reads as under:

“All employers, be it in the industry or in the shops and commercial establishments, shall make payment of wages of their workers, at their work place, on the due date, without any deduction, for the period their establishments are under closure during the lockdown”.

It is submitted that in compliance of the aforesaid order, the Petitioner is paying the salaries to his employees, without any work and income. A true copy of the Order dated 29.03.2020 issued by the Respondent No.1 is marked annexed herewith as **ANNEXURE-P/4.(Pg. 28-29)**

- (x) The national lockdown was further extended till 03.05.2020 in wake of continuous rise of coronavirus infections. A True Copy of the Order dated 14.04.2020 issued by the National Disaster

Management Authority is marked and annexed herewith as **ANNEXURE-P/5.(Pg.30)**

- (xi) It is submitted that the Petitioner herein is availing a facility of Home Loan of amount Rs. 37,48,000/- from the ICICI Bank and due to the lockdown and its consequential restrictions imposed by the Government of India, no work can be carried out and thus, Petitioner has no income and is not in a position to pay off his Home Loan EMI.
- (xii) Therefore, in these circumstances, the Petitioner requested ICICI Bank for availing the moratorium upon his home loan. The ICICI Bank vide its email dated 28.04.2020 confirmed the application of moratorium of home loan during the lockdown period. However, with the utter shock and surprise Petitioner noted that in the confirmation mail for availing the facility of moratorium, it is stated that:
- “The interest on the outstanding value of your loan shall continue to accrue during the moratorium and the accrued interest will be added to the principal outstanding, and interest thereon shall be calculated on the total amount outstanding under the loan account. This will result in an increase in residual tenure of the loan. If the loan tenure cannot be extended, the EMI amount will increase.”.

A true copy of the confirmation email dated 28.04.2020 by ICICI bank is marked and annexed herewith as **ANNEXURE-P/6. (Pg.31)**

(xiii) That this Hon'ble Court recently dealt with some Writ Petitions relating to the said Notification issued by the Respondent No.2 wherein this Hon'ble Court was of the view that the Petitioners in those Writ Petitions were not affected parties and the same information has been published in daily newspapers. This Hon'ble Court passed an Order dated 30.04.2020 in that bunch of Writ Petitions to that effect and left the question of law open. It is submitted that the Petitioner herein is an affected party and also a borrower and is directly affected by the impugned Notification dated 27.03.2020 issued by the Respondent No.2. A true copy of the Order dated 30.04.2020 passed by this Hon'ble Court in W.P. (C) Diary No.10879/2020 is marked and annexed herewith as **ANNEXURE-P/7.(Pg. 32)**

(xiv) Infact, recently on 02.05.2020, the countrywide lockdown has been further extended for two more weeks and therefore, the Petitioner will not be in any position to start his work in near time. This has created immense burden upon the Petitioner's

budget as apart from paying EMI on home loan, the Petitioner has moral obligation to pay his employees during lockdown and also to manage his financial aspects of his home and family. A true copy of the Order dated 01.05.2020 issued by the National Disaster Management Authority is marked and annexed herewith as **ANNEXURE-P/8.(Pg. 33)**

5. Thus, the Petitioner is filing the present Writ Petition before this Hon'ble Court, inter alia, on the following Grounds:

GROUND

- A. **BECAUSE** the impugned portion of Notification dated 27.03.2020 issued by the Respondent No.2 is ultra vires to the extent it charges interest on the loan amount during the moratorium period, which creates hardship in the present scenario of complete national lockdown being extended from time to time due to covid-19 outbreak.
- B. **BECAUSE** while granting the relief of moratorium during the lockdown to borrowers, the action of imposition of interest during the moratorium period is completely devastating, wrong and in a way has taken away the benefit of imposing moratorium. This has caused

hindrance and obstetrical in “right to life” guaranteed by Article 21 of the Constitution of India,1950 in furtherance of right to life including right to livelihood which is a pre-requisite to the fundamental right guaranteed under Article 21 to people of India.

- C. **BECAUSE** in the present scenario, when all the means of livelihood have been curtailed by the Government of India by imposition of complete lockdown pan India, due to worldwide outbreak of Covid-19 pandemic and the Petitioner being a citizen of India has no way to continue his work and earn livelihood, imposition of interest during the moratorium will defeat the purpose of permitting moratorium on loans.
- D. **BECAUSE** the Petitioner herein is an affected party and also a borrower and is directly affected by the impugned Notification dated 27.03.2020 issued by the Respondent No.2.
- E. **BECAUSE** the Petitioner herein is availing a facility of Home Loan of amount Rs. 37,48,000/- from the ICICI Bank and due to the lockdown and its consequential restrictions imposed by the Government of India, no work can be carried out and thus, Petitioner has no income and is not in a position to pay off his Home Loan EMI.

- F. **BECAUSE** due to continuous extension of countrywide lockdown, the Petitioner will not be in any position to start his work in near time and it has created immense burden upon the Petitioner's budget as apart from paying EMI on home loan, the Petitioner has moral obligation to pay his employees during lockdown and also to manage his financial aspects of his home and family.
- G. **BECAUSE** on 29.03.2020 Ministry of Home Affairs has issued an order to "All employers, be it in the industry or in the shops and commercial establishments, shall make payment of wages of their workers, at their work place, on the due date, without any deduction, for the period their establishments are under closure during the lockdown" and the Petitioner is paying the salaries to his employees, without any work and income.
- H. **BECAUSE** the word 'life' as employed by Article 21 takes in its sweep not only the concept of mere physical existence but also all finer values of life including the right to work and right to livelihood. This right is a fundamental right guaranteed to all persons residing in India, citizens and non-citizens alike, right to life including right to livelihood and work as guaranteed by Article 21 is not reduced to a mere paper platitude but is

kept alive, vibrant and pulsating so that the country can effectively march towards the avowed goal of establishment of an egalitarian society as envisaged by the founding fathers while enacting the Constitution of India along with its Preamble.

- I. **BECAUSE** for the first time since independence, country is in stagnation in the present scenario. Thus, initially except the essential services like electricity, gas, water supply and part of 3B, C and D relating to broadcasting, financial services (banking) and, public administration, defence, etc, all other sectors have been completely shut till 17.05.2020. Though there are some relations, but since Agra is a hotspot area so no relaxation has been given there and till date all the sectors are remained closes, except essential services.

- J. **BECAUSE** the impugned portion of Notification dated 27.03.2020 issued by the Respondent No.2 is arbitrary and capricious to the extend it imposes an over burden upon the borrowers like Petitioner. The interest charged during moratorium period would be added up into the EMIs at the end of three-month forbearance, will raise in the monthly bill or have to pay this additional interest in one go or will be allowed to get it adjusted as an additional EMI. That the additional interest burden for

three months moratorium period is also equally divided in all future EMIs, the monthly bill for customer will increase. The aforesaid notification qua payment of interest violates the principal of natural justice as the Government on one hand ceased the working of the individuals and on other hand asking to pay the loan interest during moratorium.

K. **BECAUSE** this Hon'ble Court while sitting in Constitution Bench in the case of Olga Tellis v. Bombay Municipal Corpn., reported in (1985) 3 SCC 545 in Para. 47 held that: "...justice must not only be done but must manifestly be seen to be done...It is the dialogue with the person likely to be affected by the proposed action which meets the requirement that justice must also be seen to be done."

L. **BECAUSE** the impugned portion of considering the notification dated 27.03.2020 violates the 'Right to Life' provides by the constitution of India. Once the work is stopped by the Government and the source of generating income stopped, then there will be no income. Therefore, it becomes impractical to pay off the EMI's at present. Therefore, every action of the State must be guided by

reason for the public good and not by whim, caprice, and abuse of power.

- M. **BECAUSE** considering the fact that the term 'life' as found in Article 21 must necessarily encompass with its fold right to adequate livelihood and work so that the concerned person is not reduced to the shadow of his real self and does not merely remain a breathing skeleton.
- N. **BECAUSE** this Hon'ble Court has categorically observed that if there is an obligation upon the State to secure the citizens an adequate means of livelihood and the right to work, it would be sheer pedantry to exclude the right to livelihood from the content of the right to life.
- O. **BECAUSE** this Hon'ble Court in the case of Delhi Transport Corporation D.T.C v. Mazdoor Congress and Others Reported in AIR1991SC 101 has held that "The right to life includes right to livelihood, the right to livelihood therefore cannot hang on to the fancies of individuals in authority. The employment is neither a bounty from them nor its survival be at their mercy. Income is the foundation of many fundamental rights and when work is the sole source of income, the right to work becomes as much fundamental. Fundamental

rights can ill-afford to be consigned to the limbo of undefined premises and uncertain applications. That will be a mockery of them. Both the society and the individual employees, therefore, have an anxious interest in service conditions being well defined and explicit to the extent possible.”

P. **BECAUSE** this Hon’ble Court in the case Chameli Singh & Ors. vs. State of U.P. and Anr. Reported in (1996)2 SCC 549 held that this Court had to examine the question whether the term ‘life’ as found in Article 21 would include all the components of right to life. Answering the question in the affirmative the following pertinent observations were made in para 8 of the judgment: “In any organized society, right to live as a human being is not ensured by meeting only the animal needs of man. It is secured only when he is assured of all facilities to develop himself and is freed from restrictions which inhibit his growth. All human rights are designed to achieve this object. Right to life guaranteed in any civilized society implies the right to food, water, decent environment, education, medical care and shelter....”

Q. **BECAUSE** it must be taken as a settled legal position that Article 21 guarantees to all persons residing in India right to lead dignified life which would include right get

adequate livelihood and work and no procedural law can deprive them of this right unless such a law is enacted by competent legislature and is not violative of any the other fundamental rights especially Article 14 and 19(1)(g) of the Constitution of India.

R. **BECAUSE** Article 21 along with Article 14 and 19, therefore, must be treated as a trinity of rights projecting a golden triangle ensuring a healthy and effective life to all the residents in India including its citizens. These three Articles project an assurance that the promise held forth by the Preamble will be performed by ensuring an egalitarian era within the discipline of fundamental rights.

S. **BECAUSE** the term 'life' as found in Article 21 must necessarily encompass with its fold right to adequate livelihood and work so that the employment is not a bounty from them nor can its survival be at their mercy. Income is the foundation of many fundamental rights and when work is the sole source of income, the right to work becomes as much fundamental in the administration of justice.

T. **BECAUSE** the Preamble of the Indian Constitution ensures Socio, Economic and Political justice, and

provide a strong legal foundation to make the right to employment a reality. The word socialist“ was added in the preamble of the Constitution by the Forty-second Amendment in 1976 incorporating the philosophy of “socialism” aims at elimination of inequality in income and status and standard of life.

U. **BECAUSE** the Constitution of India incorporated the Directive Principles of the State Policy so that the State can initiate positive action in certain directions in order to promote the welfare of the people and achieve amelioration of the socio-economic conditions of the masses. Constitution of India maintains a dichotomy between enforceable rights and unenforceable rights by incorporating fundamental rights and directive principles of the state policy. However, the directive principles of the state policy have to reconcile with the rights available to the citizen under Part III of the Constitution and the obligation of the state to one and all and not to a particular group of citizens.

V. **BECAUSE** Article 41 provides that the State shall within the limits of its economic capacity and development, make effective provision for securing the right to work, to education and to public, assistance in cases of

unemployment, old age, sickness and disablement, and in other cases of undeserved want. The Article 42 enjoins the State to make “provisions for securing just and humane conditions of work and for maternity relief”. Similarly, Article 43 provides that the State shall endeavour to secure a living wage and a decent standard of life for all workers.

6. Therefore, in these extraordinary circumstances, as stated above, the Petitioner is constrained to approach this Hon’ble Court for enforcement of Fundamental Rights by way of present Writ Petition under Article 32 of the Constitution of India.
7. The Petitioner has no effective or efficacious or alternative remedy under law except by way of the present Writ Petition, more so, in view of the Order dated 30.04.2020 passed by this Hon’ble Court in W.P.(C) diary No.10879/2020 wherein this Hon’ble Court has kept open the question of law qua the impugned Notification issued by Respondent No.2.
8. That the Petitioner has not filed any other Petition or Writ Petition before this Hon’ble Court or before any other

Court of law seeking the relief as prayed in the present Writ Petition.

PRAYER

It is therefore, most respectfully prayed that this Hon'ble Court may be pleased to:

- a) Issue an appropriate Writ, Order or Direction in the nature of mandamus or any other appropriate Writ or Direction declaring the portion of impugned Notification dated 27.03.2020 issued by Respondent No.2 as ultra vires to the extent it charges interest on the loan amount during the moratorium period, which create hardship to the Petitioner being borrower and creates hindrance and obstruction in "right to life" guaranteed by Article 21 of the Constitution of India; and
- b) Issue a Writ, Order or Direction in the nature of Mandamus thereby directing the Respondents to provide relief in repayment of loan by not charging interest during the moratorium period declared by Notification dated 27.03.2020; and/or

- c) Pass any other order or orders which may be deemed fit and proper in the facts and circumstances of the case and in the interest of justice

AND FOR THIS ACT OF KINDNESS, THE PETITIONER AS IN DUTY BOUND SHALL EVER PRAY.

FILED BY:-

DRAWN BY:

[Devesh Chauvia, Advocate]



KUMAR DUSHYANT SINGH

Advocate for the Petitioner

Drafted on: 02.05.2020

Filed on : 02.05.2020