



One-Time Settlement (OTS) Scheme of NPAs for Micro, Small & Medium Enterprises (MSME) sector

In terms of RBI's "Master Circular - Lending to Micro, Small and Medium Enterprises (MSME) Sector", the Bank has put in place non-discretionary One-Time Settlement Scheme for the recovery of NPAs under MSE Sector as a part of Board Approved 'Recovery Policy'.

1.1. Guidelines for compromise settlements

Compromise settlement refers to a negotiated settlement where a borrower offers to pay and the Bank agrees to accept in full and final settlement of its dues an amount less than the total amount due to the Bank under the relative loan contract. This settlement invariably involves a certain sacrifice by the Bank by way of write off and/or waiver of a portion of its dues on a one-time basis. The Policy recognizes that it is not possible to lay down precise guidelines which can be followed uniformly in case of all compromise offers as each offer is unique in the context of circumstances necessitating its consideration as a recovery option.

1.2. Time of Compromise

An important aspect with settlement proposals is the concept of Opportunity Cost of Funds. The opportunity cost of funds in hand vis-à-vis that of funds, which could come in hand at a later period should be calculated to establish a comparative advantage of 'now' or 'later'. Assessing compromise proposals basis Net Present Value will give a pragmatic dimension to the approach in recovery of NPAs especially in suit filed accounts.

Considering the matter in all its amplitude ranging from absolute need to reduce the NPAs, the under noted could be general guidelines in encouraging and entertaining negotiated settlement proposals from borrowers. These guidelines are indicative and objective and it is expected of the functionaries at various levels to take decisions on compromise proposals based upon their expertise and to protect the Bank's interests.

1.3. Reserve Bank of India Guidelines

The Bank shall ensure compliance with the under noted guidelines given by RBI on the subject:

- The authority approving the settlement proposal did not sanction the advance in question in his individual capacity. However, the hierarchy level of sanctioning committee may be the same as the approval authority.
- That the sanctioning authority in the case of advances had exercised his powers judiciously, and adhered to the guidelines issued by the Bank in the matter of grant of advances and that normal terms and conditions were stipulated.
- That there was no laxity in the conduct and post disbursement supervision of the advances.
- That there was no act of commission or omission on the part of the staff leading to the debt proving irrecoverable.



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- That all possible expedient steps to recover the dues have been taken and there are no further prospects of recovering the debt and that the settlement proposal is in the larger interest of the Bank.
- Bank may enter a compromise settlement with wilful defaulters/fraudulent borrowers without prejudice to the criminal case against the borrower and those cases of compromise settlement should be vetted by appropriate approval authority as prescribed by the Bank's DOA.
- While entering compromise settlements in NPA accounts, the Bank shall ensure that the Net Present Value (NPV) of the settlement amount should generally not be less than the net present value of the realizable value of securities.

1.4. Category of Assets for Compromise

As per the prudential norms, NPAs are classified into different asset categories viz., Sub-standard, Doubtful and Loss assets. Thus, this policy aims to frame guidelines to undertake compromises in all the three asset categories including accounts, which were technically written-off.

1.4.1. Sub-standard Assets

In justifiable cases, competent authority (as per the Bank's DOA) can entertain/approve compromise proposals with a reasonable sacrifice, where security deterioration is likely to happen or borrowers have incurred genuine business losses. However, the account should have been classified as Sub-standard assets as at the end of the previous quarter.

However, in cases where the provisions of SARFAESI Act cannot be invoked like in case of NPA accounts with outstanding balance of Rs.1.00 lac and below or where there is no enforceable security or security offered is agricultural lands etc., compromises can be entertained as per the guidelines immediately on classification of account as NPA.

Moreover, where there is a loss of security charged to the Bank on account of natural calamities such as floods, earthquakes, riots, civil commotion, strikes, fire accidents etc., acquisition of securities by the Government agencies and similar other circumstances, which are beyond the control of the borrower, Competent Authority can entertain/approve compromise proposals with a reasonable sacrifice.

Consequent to the issue of notice under SARFAESI Act and taking possession of securities etc., if the borrower comes forward for a compromise settlement, in justifiable cases, compromise can be entertained.

1.4.2. Doubtful and Loss Assets

Both doubtful and loss assets are chronic NPAs by nature as the chances of recovery in these accounts through normal course either by up gradation of the account to standard

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category or for complete closure of the account are remote/bleak. Continuation of these assets necessitates provision of substantial amounts, which will have a direct bearing on the profitability of the Bank. As a measure to recover the dues out of this category of assets, Compromise settlements are preferred. The decision on when to consider the compromise opportunity in order to maximize recovery will be taken by the relationship manager (RM) for the account with approval from the Recovery Head.

1.4.3. Technical Written Off Accounts¹

The write off is only technical in nature and purely for internal accounting purpose only. The spirit behind the write off is transparency and reflecting the true picture of the health of the Bank in an attempt to clean up the Balance sheet of the Bank. The write off is without prejudice to our right to recover dues from the borrower. Some of these accounts are backed by sufficient tangible securities and bank has filed suit to recover the dues. As the settlement of cases through legal process is time consuming, branches may prefer negotiated settlements for early recovery of dues, under these guidelines.

1.5. Realisable Value and Marketability of Securities Charged to the Bank

Present value of the primary and collateral securities, held by the bank for the advances, should be carefully assessed on a conservative basis. Bank should not purely be guided by the engineer's valuation taken at the time of allowing the advances.

Bank should ascertain the realizability of securities in letter and spirit, while arriving at the value thereof. This will have a bearing on the settlement amount. If, there is wide variation between the value taken at the time of release of limits and the present realisable value, explanation should be provided and considered as to reasons therefor.

Properties of huge value though equitably mortgaged to the bank are at times difficult for enforcement even through the process of law, in view of several practical impediments. Bank should look into this aspect and the reasons for the difficulty in enforceability of securities should be duly explained while recommending/considering the proposal. Net Present Value of the Realisable value of the securities should be used as a Benchmark for negotiating the compromise settlement.

While dealing with the settlement proposals of loss asset, overriding consideration will be aggregate worth and perceivable means as per market enquiries of the borrower(s) and the guarantor(s). It should be kept in mind that any recovery under loss asset is a clean profit to the Bank since, the entire outstanding is provided for.

¹ Refer to section 6 for further details on Technical Write Off of accounts



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1.6. Group/Related Accounts²

Generally, for the purpose of compromise/out of court settlements, Group Account concept should be adopted and compromise in Group/Related accounts should be considered simultaneously. However, if it is felt in certain cases that some of group accounts are operated in satisfactory manner and continuation of such accounts is profitable/advantageous to the Bank, individual NPA account of the group may be considered for compromise. However, such cases should be referred to appropriate approval authority³ for their approval.

1.7. Settlement Proposals from Guarantors

There are cases, where Guarantors in NPA accounts come forward with settlement proposal so that they can seek release of their guarantees/securities or discharge them from payment of bank dues. Such proposals from guarantors and one of the Directors should be treated on par with proposals received from Borrowers.

1.8. Criminal Proceedings/CBI Cases

In accounts where criminal action is initiated or matter is under investigation by an investigating authority such as Central Bureau of Investigation etc., without prejudice to such proceeding/s action, the Bank will be at liberty to enter a compromise/settlement in such accounts purely on commercial consideration, but only after making an intimation to the controlling authorities and the investigating agency through the Chief Vigilance Officer of the bank. If the Bank initiates the criminal proceedings, it will be open to Bank to pursue or not to pursue the case depending upon the circumstances of each case. But, decision in that behalf shall be taken by the Chief Vigilance Officer of the Bank.

Wherever the borrower has filed any case, or counter claim against the Bank, and in such a case, a compromise/settlement is sought to be made, it should be made a condition of the settlement that the borrower would withdraw the suit/case, or counter claims as the case may be, and that in future also no claim will be raised against the Bank.

Indian Banks' Association (IBA) vide Lr. No. Candl/Misc/1435 dated May 14,2007 informed that Reserve Bank of India advised banks that they may enter into compromise settlement with wilful defaulters/fraudulent borrowers without prejudice to the criminal case against the borrower and that such cases of compromise settlement should be vetted by Management Committee/Board of the respective Banks.

IBA vide their letter no. Legal/Cir/655 dated 08.06.2009, based on the suggestions made by Chief Vigilance Commission, advised Banks to strictly adhere to the following while entering into compromise settlement with accounts involving fraud:

² Refer to Bank's Credit policy for definition of 'Group / Related Accounts'

³ Refer to the Bank's DOA matrix for further details

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- If there is any case where a person has obtained loan from the bank by making fraudulent representation or otherwise committing any fraud, as far as possible, efforts should be made to recover the entire amount of the loan. This is necessary to ensure that a person committing fraud is not allowed to benefit from commission of such fraudulent acts.
- In spite of the above basic policy requirements, there will be cases where it is not possible to recover the full amount and the borrower is coming forward to offer settlement. While negotiating the offer, it must be made clear that recovery of the loan taken by the borrower and the criminal action for the fraud committed by him are two separate and distinct matters. It should be clarified at the outset that if the settlement proposal as given by the borrower is accepted, such settlement will relate only to the recovery proceedings and shall not automatically in any way affect the criminal action taken by the bank, which shall continue. However, in some cases decision to withdraw criminal case is decided as per the Bank's DOA, if any, on settlement.
- It is the practice of banks to record the terms and conditions of the settlement in a consent order to be obtained from the Court or DRT. In such consent orders, a specific clause should be incorporated stating that the settlement agreed between the parties shall not in any way affect or be construed as settlement of on-going criminal cases/proceedings pending in the Court against the borrowers.
- The Officers/employees who are required to appear as witness in the criminal proceedings should be advised that although the bank has accepted the settlement proposal given by the borrower, there is no settlement regarding the criminal proceedings initiated against the borrower. Such officer or employee should be advised to make this position clear when he is examined as witness in the criminal proceedings.

1.9. Terms of Compromise

While considering compromise settlement in NPA accounts and Technically written off accounts, the following concessions could be considered as possible sacrifice by the bank considering each and every individual case, outstanding period as NPA/suit, present financial position, availability/non-availability of tangible security, their value, enforceability and opportunity cost of funds⁴:

- Waiver of extra/penal interest could be a simple solution and can be termed as good settlement from Bank's point of view.

⁴ This list is only indicative. Terms of compromise shall be decided by appropriate authority on a case to case basis.



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- Realising the full outstanding as per the books of the branches plus reasonable interest with effect from the date of NPA or from the date of filing suit.
- Waiver of interest being the difference between negotiated rate and the contracted/debited rate from the date of advance.
- Waiver of interest charged after the date of becoming NPA or the date of suit filing.
- Full waiver of the interest from the date of advance.
- Only in exceptional cases, remission/write-off part of the principal dues.

Specific OTS Schemes formulated by the Bank with due approval of the Board of Directors, for scheme/s of lending, which are non-discretionary/non-discriminatory, shall be outside the purview of the above guidelines.

1.10. General and Operational Principles for compromise and settlements

- Bank may take up a compromise settlement / OTS proposal for consideration, irrespective of the present stage and status of the recovery proceedings.
- Any compromise will be a negotiated settlement under which the bank will endeavour to recover its dues to the maximum extent possible, with minimum sacrifice. However, it is recognised that amicable settlements are possible only in a win-win situation and sacrifice is a part of settlement.
- The last status of the activity of the borrowing entity which seeks a compromise will be taken into reckoning at the very first stage of the negotiation.
- An initial deposit of 10-20% of the amount should be taken from the borrower as evidence of his intention to pursue the compromise settlement with the Bank. In case this is not possible, a waiver should be sought specifically in the approval note by way of deviation. For Consumer Bank Retail loans, a one-instalment settlement or a monthly EMI settlement may be acceptable without an upfront deposit.
- In case the borrower has other group companies, influence of these companies or the parent company may be used for a better settlement and/or for getting additional security, pending realization of the entire amount of compromise.
- It will be the endeavour of the Bank to get the entire compromise amount within three months from the date of settlement. Where the period of settlement exceeds 3 months and the amount is agreed to be recovered in instalments, as far as possible, a certain portion of the amount say 15% to 25% may be made payable upfront on a best-efforts basis, with balance in instalments spread over reasonable period considering source of repayment.
- At the time of One Time Settlement negotiation when OTS amount is proposed to be paid in instalments seriousness and preparedness of the borrower to honour OTS commitments shall be considered.



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- In the case of suit filed account if need be and if practical, the terms and conditions of settlement should be finalized and consent decree from the court should be obtained.
- It is recognised that the OTS amount normally will not be less than the realisable value of securities. While considering the realisable value due consideration will be given to various factors like forced sale value, early realization of money, sale ability of the property, type, effort and cost involved & yield in the account.
- In case of non-receipt of the committed compromise amount as per the terms of the settlement, the recovery proceedings already initiated before the settlement shall be continued.
- The Authority who had approved the compromise settlement earlier may consider the modification in the terms of the settlement. Please refer to the Bank's Post sanction DOA for further details.
- In compromise settlements/write off the amount of sacrifice will be determined regarding balance/dues as on the 'settlement date' which shall be indicated in the compromise settlement/write off proposals.

Wherever OTS amount is funded by other Banks/Financial Institutions/NBFCs/SC/RC, the Bank may assign the debt/ securities in their favour. In such cases, the guidelines framed for sale of financial assets will not apply