

Practical Issues in IRAC & NPA – Case Studies

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Important RBI Circulars -

- ❑ **Master Circular dated April 02, 2024 on IRAC Norms**
 - Part A – General Guidelines
 - Part B- 1 – Framework for Resolutions Of Stressed Assets
 - Part B-2 - Prudential Norms Applicable for Restructuring
 - Part C – Miscellaneous
 - Annex -2 - Farm Credit – Activities Eligible for Crop Seasons.
- ❑ **Master Direction – RBI (Relief Measures by Banks in Areas affected by natural calamities) Directions, 2018 dated October 17, 2018**
- ❑ **RBI Circular Dated September 14,2020 on n Automation of Income Recognition , Asset Classification & Provisioning Process in Bank**
- ❑ **RBI Directions (Transfer of Loan Exposures) ,2021.**
- ❑ **RBI Communication Dated September 30,2024 – Irregular practices in Grant of Loans against Gold.**

Objective of RBI Master Circular -

The Policy of Income Recognition Should be Objective and Based on Record of Recovery Rather Than Any Subjective Considerations

The classification of assets of banks has to be done on the basis of **objective criteria**, which would ensure a **uniform and consistent** application of the norms.

The provisioning should be **made on the basis of the classification of assets** based on the period for which the asset has remained non-performing and the **availability of security** and the realisable value thereof.

NPA Norms :-Circular 14/09/2020 Automation of IR , AC & Provisioning

- Appropriate IT System
- All Regulatory returns / Bank MIS through CBS only
- No Manual Intervention
- Down gradation and upgradation through CBS only
- NPA As a part of Day End process
- Actual date of NPA
- Overdue should also be a part of Day end Process, Irrespective of time of running day end .
- Auditing Point Of View – Classification , Reversal and Provisioning , Security .

NPA Norms :-Master Circular on IRAC dated 02/04/2024.

➤ An Assets ,Including Leased Assets become Non Performing when it ceases to generate Income .

➤ A Non Performing Asset is Loan or advance where –

- Interest &/or Installment Of principal Remain **Overdue**
(Para 2.3) for a Period of More than 90 Days in respect of
Term Loan

Account remain Out of Order in Respect of Overdraft & Cash
Credit

Bills remain Overdue for a period Of More than 90 Days

NPA Norms :-Master Circular on IRAC dated 02/04/2024.

Installment of Principal or Interest Overdue for 2 Crop Season in case of Short Duration Crop & 1 Crop Season in case of Long Term Duration Crop

Liquidity Facility – in respect of Securitization transaction – O/s for more than 90 Days.

Overdue Receivable more than 90 days in Derivative transactions

Para 2.2 : "Out Of Order Status "

A CC /OD Account Shall be treated as " Out Of Order " if:

1. Outstanding Balance in CC /OD Account Remains continuously in excess of **Sanction Limit or Drawing Power Limit for 90 Days or**
2. The Outstanding Balance in CC /OD Account is less than Sanctioned Limit / DP Limit , But there are
 1. **No Credit Continuously for 90 days or**
 2. **Credit are not Enough to cover Interest Debited during the previous 90 days Period.**

Para 34 : Specification of Loan Due Date / Repayment Date :-

Loan Agreement Should -

- ❖ Clearly specify repayment due dates, frequency of Repayment , and breakup of principal and interest.
- ❖ Include SMA/NPA classification dates in loan agreements.
- ❖ Inform borrowers about the above matters at loan sanction and during any changes.
- ❖ Moratorium Details:- Exact Date of Commencement of repayment for loans with moratoriums.
- ❖ Compliance deadline: December 31, 2021, for new loans; applies to existing loans upon renewal/review.



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RBI/2024-25/77

DoS.CO.PPG.SEC.10/11.01.005/2024-25

September 30, 2024

All Commercial Banks (including Small Finance Banks but excluding Regional Rural Banks and Payments Banks)
All Primary (Urban) Co-operative Banks
All Non-Banking Financial Companies

Madam / Dear Sir,

**Gold loans - Irregular practices observed in
grant of loans against pledge of gold ornaments and jewellery**

THE MAJOR DEFICIENCIES INCLUDE

- Valuation of Gold in Absence of Customer & Insecure Mode of Transportation
- Robust System of Monitoring of LTV
- Incorrect application of risk-weights
- Lack of proper documentation of agriculture gold loans- End use in Non AGL
- Lack of a specific identifier for top up gold loans- Evergreening
- Accounts closed within a short time from sanction- Doubt Over Economic Rationale
- Low Amount realisation during auction of gold ornaments on default by the customer
- Statutory limit specified under the Income Tax Act, 1961 on cash mode of disbursement was not adhered
- Inadequate due diligence and lack of end use monitoring of gold loans
- Practice of rolling over loans at the end of tenor
- Non-categorisation of gold loans as NPA-Evergreening

NPA Norms :- Certain Key Issues

- Up gradation Of NPA Accounts. (Para 4.2.5)
- Review Vs Renewal Issues.
- Fraud Cases
- LC Devolved & BG Invoked kept in Separate Account .
- Bill Discounted under LC
- Exact Date of NPA.
- Consortium Finance
- NPA Accounts – Security Value Issues.
- Erosion in Value Of Security
- Advances Ag TD , NSC , IVP , KVP , LIC – Adequate Margin .

NPA Norms :- Certain Key Issues

- ❖ Drawing Power Limit Not Computed Properly Bank .
- ❖ Stock Statement Availability .
- ❖ Dummy Credit Entries Through Office Accounts.
- ❖ Ad-hoc Sanctions .
- ❖ Recoveries After 31/03/2025.
- ❖ Stock as on 31/03/2024 & Stock as per Audited Balance Sheet 31/3/24.
- ❖ Connected Parties Accounts – NPA Status.
- ❖ Stock Audit in NPA Accounts.
- ❖ Gold Loan Issues – Bullet Repayments .
- ❖ Reversal of Unrealised Interest (Current as well as Past period)

NPA Norms :- Certain Key Issues

- ❖ Asset Classification – No Consideration for Security / Networth.
- ❖ Accounts Regularised Near about Balance Sheet Date .
- ❖ Asset Classification – Borrower wise / Not Facilitywise.
- ❖ Advances to PACS / FSS
- ❖ Credit Card Accounts – NPA
- ❖ Advances Guaranteed by Central Govt .

CASE STUDY # 1

Mr. X is Sanctioned limit Of Rs 3 Cr. , Bank had assessed the DP Limit throughout the year 3 cr . During the audit we observe that while doing the DP assessment bank had not taken into consideration for debtors cover period & debtors margin as per sanction note.

If we apply the margin n cover as per Sanction note , DP Limit assessment work out to 250 lac only. As on 31/03/2025 O/s balance is 285 lac.

Comment on NPA status as on 31/03/2025.

Para 4.2.4

CASE STUDY # 2

Mr. A is having Cash Credit Limit of Rs 150 Lac & TL of 250 Lac . EMI of Term Loan is Of Rs 250000/-. Bank is having System of Recovering TL EMI from Cash Credit Account on Regular Basis.

As on 31/12/2024 CC Balance of Rs 150 Lac . Since the Account is Fully utilized bank had not recovered the EMI of November & December of Rs 500000 in the account. EMI are overdue since then .

Bank debited the EMI in CC Account on 20/02/2025 even though the CC is overdrawn Position.

Comment On NPA Status as on 31/03/2025.

CASE STUDY # 3

Raja Company is Having Cash Credit Facility of 1 Crore & also having LC of Rs 20 Lac .

As on 31/12/2024 Outstanding CC Balance – Rs 95 Lac. & During the Period 1/1/2025 to 31/03/2025 the Balance is within 90 Lac to 95 Lac Only & Interest Duly Served by the Borrower along with other credits and debits .

During Audit , we observe the LC of Rs 20 lac was devolved on 20/12/2024 & Bank had kept the same n LC Devolved account Separately & till 31.03.2025 the Account is not Repaid .

Comment On NPA Status as on 31/03/2025.

Para 4.2.7.2

CASE STUDY # 4

Good Company is Having Cash Credit Facility of 1 Crore & also having Bills Discounted Against LC of Rs 20 Lac .

As on 31/12/2022 Outstanding CC Balance – Rs 105 Lac. & During the Period 1/1/2023 to 31/03/2023 the Balance is within 105 Lac to 110 Lac Only.

Bills Discounted Under LC of Rs 20 lac was not accepted on Presentation by issuing bank on 15/05/2023.

Comment On 1. NPA Status as on 31/03/2023 for CC & Bills

2. Date of NPA of Bills Discounting

Para 4.2.7.3

CASE STUDY # 5

Yogesh & Company is Having Cash Credit Facility of 1 Crore renewal due on 30/06/2024. But Borrower had not submitted the Financials & other Documents .

Meanwhile Based on the Documents available Bank had made Short Term review of the Account for the period 01/07/2024 to 30/09/2024. Again at the Request of Borrower bank had Reviewed the account Second time for the period 01/10/2024 to 31/12/2024. Thereafter no activity for Review / renewal is Done by the Bank .

Comment On 1. NPA Status as on 31/03/2025 for CC .

Para 4.2.4
(C)

CASE STUDY # 6

Ideal Company is taken Consortium Loan from Banks . Lead Bank is SBI & Our Bank is CBI . Borrower is under stress and unable to serve the debt on time with all the banks in Consortium but managing to pay dues of certain banks only.

As on 31/12/2024 , SBI (Lead Bank) Made the account as NPA . Also some of other bank also made NPA Account . But CBI bank Continued the Account as Performing Mentioning that all dues of Borrower are duly recovered by us & no Dues are Pending against the Borrower .

Comment On CBI Bank Contention for NPA Status as on 31/03/2025.

Para 4.2.8

CASE STUDY # 07

Ideal Company is taken Consortium Loan from Banks . Lead Bank is SBI & Our Bank is CBI . There was Understanding and MOU Between the Borrower and Lead Bank is that All Payments to be Done to Lead Bank first and then Lead Bank Will Share Proportionate Share to the Members Banks .

As per MOU , Borrower had paid All EMI to the SBI Till 31.03.2025 but SBI Failed to Remit the Members Bank Share from November 2024 due to some internal Miscommunication .

As on 31/03/2025 - Account with SBI Bank and CBI – What will be the Status for IRAC Norms ??

Para 4.2.8

CASE STUDY # 8

Mr. A is Having Cash Credit Limit of Rs 1 Lac . As on 10/12/2024 balance is of Rs 10000 (Credit) , He had continued the Balance till 15/01/2025. After that he withdraws Rs 50000/- . So outstanding Balance as on 15/01/2025 is Rs 40000/-

Interest Debited –

Jan 25 – 2000/-

Feb 25- 4000/-

March 25 – Rs 4500/-

Para 2.1 &
2.2.1 (ii)

O/s as on 31/03/2025 – Rs 50500/-

During the Quarter no credits in the Borrower Accounts but the account is within Sanctioned Limit and Drawing Power Limit .

Comment NPA Status & Interest Reversal ??

CASE STUDY # 9

Problematic Co Ltd is Having Cash Credit Limit of Rs 30 Lac . Borrower is not operating in the account routinely .

Only at the Quarter end depositing the Interest Amount in full for the Quarter ??

As on 31/03/2025 O/s Balance is Rs 30,00,000. Means No Overdue ??

Question 1:- NPA Status as on 31/03/2025.

Question 2 : If Whole Year Interest is Credited as on 30/03/2025, As on 31/03/2025 O/s Balance is Rs 30,00,000. Means No Overdue ??

Comment NPA Status as on 31/03/2025 .

Para 4.2.6

CASE STUDY # 10

ABC Ltd is Having Cash Credit Limit of Rs 5 Cr.

As on 31/12/2024 Balance O/s is Rs 5.05 Cr. & No Credit there after till 31/03/2025.

Balance O/s as on 5.20 Cr as on 31/03/2025.

Company had made the repayment of all overdue as on 10/04/2025. Balance as on 10/04/2025 is Rs 4.98 Cr.

Question : Comment NPA Status as on 31/03/2025 ??

Para 2.1 &
2.2.1 (ii)

CASE STUDY # 11

A Term Loan account has 5 EMI's overdues as on October 2024 and subsequently there is a partial recovery in the account, however, one installments have always remained overdue for the rest of the period till March 2025.

Would this account be required to be classified as NPA as at March 2025 end?

Para 4.2.5

CASE STUDY # 12

In case of Term loan account,

Loan Sanctioned on 01/04/2023 of Rs 50,00,000 /- with EMI of Rs 50,000/- due on 7th of Each Month . Borrower is Regular in Repaying EMI . All EMI are Duly paid till May 2024. Borrower Paid 10 months EMI in advance in the month of June 24 and subsequently has not paid any amount to the credit of Term Loan.

Would that account be required to be classified as NPA as on 31/03/2025 due to non servicing of interest ?

Para 2.1.2
& Para 2.3

CASE STUDY # 14

Akshay had availed Cash Credit Limit of Rs 50 Lac and Term Loan of Rs 50 Lac having EMI of Rs 50,000 per Month .

Account is Due for Renewal on 30/06/2024. But due to certain Issues Borrower is not able to provide the relevant documents hence bank had not renewed the Limits .

Borrower is regularizing paying the Interest in CC Limits as and when due as well as EMI of Term Loan on time. But EMI for Term Loan was not paid for the Month of Feb 2025 & March 2025.

Bank had Classified the Both Accounts as NPA due to non renewal of CC Limits on 27/12/2024. Borrower provided the documents on 31st march 2025 & Bank Renewed the Limits after credit appraisal . Decide the asset classification as on 31.03.2025 of Both Limits CC and Term Loan ??

Para 4.2.5

CASE STUDY # 15

Mr Z, Reputed Business man having networth of Rs 5 crores has availed a Housing loan for purchase of House of Rs 200 lakhs for purchase of house of Rs 500 lakhs on 01/04/2010.

As on 31/03/2025 , Outstanding Balance in the Account is 45,00,000/- , but during audit verification we observed 4 EMI are not paid . Bank Manager represented that the Party is well reputed HNI businessman and Only 45 lac is Outstanding against the security value of Rs 500 lakh which is merely below 10% of Security Value and he can repay debt at any time but we were insisting the party for not to close the account .

Decide the asset classification as on 31.03.2025.

Para 4.2.3

CASE STUDY # 16

ABC Bank extended a loan of ₹10 crores to XYZ Ltd., a manufacturing company, for the establishment of a new plant. The loan was secured against the company's plant and machinery, which was valued at ₹12 crores during the last inspection by RBI-approved valuers.

Company was Regular in Repaying EMI But During a subsequent revaluation of the collateral, it was found that the value of the plant and machinery had significantly eroded due to poor maintenance, market depreciation, and certain physical damages. The bank assessed the new realizable value of the collateral at ₹5.5 crores.

The account showed an outstanding loan of ₹8 crores. As on 31.03.2025, No EMI are Overdue. Decide the asset classification as on 31.03.2025.

Para 4.2.9.1
(a)

CASE STUDY # 17

XYZ Bank, a leading financial institution, identified a significant fraud in one of its loan accounts in the **second quarter of** FY 2024-25. The fraud involved a borrower, XYZ Enterprises, who had misrepresented financial records to obtain a loan of ₹100 crore.

Upon investigation, it was confirmed that the loan amount was having tangible security worth Rs 40 crores and Rs 15 Crores as Fixed Deposit of our Bank only and remaining is unrecoverable.

Decide the Consequences as on 31.03.2025.

Para 4.2.9.2

CASE STUDY # 18

In case of term loan account of Rs 10 Lac ,Emi Due of Last Day of Each Month , a borrower has prepaid 03 months EMI,s in the month of October 2025 along with EMI of October Month and subsequently has not paid any amount to the credit of Term Loan, would that account be required to be classified as NPA as on 31/03/2025 due to non servicing of interest ?

Loan Amount – Rs 10 lac , Emi Due on Last Day of Each Month -

30/11/2024 -Interest – Rs 10000

31/12/2024 – Interest – Rs 10000

31/01/2025 – Interest – Rs 10000

28/02/2025 – Interest – Rs 10000

31/03/2025 – Interest – Rs 10000

30/04/2025 – Interest – Rs 10000

(January – 31 , February – 28 , March – 31 , April -30 Days)

When Account will become NPA and Amount Of Interest Reversal ??

CASE STUDY # 19

Mr A is having Cash Credit Limit of Rs 5 Crore with XYZ Bank Ltd. Borrower had submitted the Last Stock Statement for the Month of September 2024 , Specifying the Details of Stock as on 05/10/2024. Stock Statement is Submitted to the bank as on 07/10/2024.

Qu. 1. Comment On NPA Status as on 31/03/2025.

Qu. 2. What will be your answer , if Limit availed by Mr. A is of Rs 5 lac only ??

CASE STUDY # 20

Mr A & Mr B are the Managing Partners in the Partnership Firm AB & Co is having Cash Credit Limit of Rs 5 Crore with XYZ Bank Ltd.

AB & Co, CC limit is Out of the order for the period 100 days hence bank had classified CC Limits as NPA as on 31/03/2025. Partners A & B are also having Housing Loans, All EMI are duly paid by the partners from their source of income but the House is also given as Collateral security for CC Limits.

Qu. 1. Comment On NPA Status of Housing Loan of Partners A & B as on 31/03/2025.

Qu. 2. What will be your answer, if AB & Co is Pvt Ltd and A & B are directors.

CASE STUDY # 21

A & Co, is having TL, EMI are Overdue since Feb 24 to till March 25. EMI is due on Next day of Month . i.e Jan 24 EMI due on 01/02/24. January EMI is Collected.

Account Statement Reveals following information –
 31/01/2024 – Rs 10 Lac (After EMI Collection Of Jan 24)
 Interest for Feb & March – Rs 20000/-
 31/03/2024 – Rs 10.20 Lac
 Interest for the Year – 24-25 – Rs 1.20 Lac
 Insurance Charges – Rs 15,000

O/s Balance 31/3/25 - 11.55 Lac

Qu. 1. Comment On NPA Date & Reversal in NPA Account ??

Para 3.2.1
& 3.2.3

CASE STUDY # 22

ABC Bank is Having a Housing Loan Product which is under the Form of Drop line OD . Borrower is given Cheque book and Limit is Fixed by the Bank which will be reduced over the tenure

Borrower had paid the EMI of Housing loan in advance but interest for the limit is not served since last 4 month . Bank want to apply the Term Loan Norms for the said Product and giving Explanation there is advance payment of EMI hence no NPA

Qu. 1. Comment On NPA.

Para 2.2.2

CASE STUDY # 23

Mr A took an Agriculture Term Loan of Rs. 10 lakh in the year 2021 for the purchase of a tractor. By the end of 2025, the outstanding balance on the loan was Rs. 11.50 lakh, including Rs. 1.50 lakh in accrued interest. The bank classified the account as **Sub-Standard** during the year 24-25 and made a provision on the outstanding balance of Rs. 11.50 lakh. The bank's management explained that the account had already been classified as NPA (Non-Performing Asset) during the year. Therefore, no further action was needed, and the Junior Auditor should not review this account any further. The Junior Auditor, after checking the status and seeing the NPA classification, decided to ignore the Account .

Question : Your Comments on Jr Auditors Review .

CASE STUDY # 24

XYZ Ltd. is a borrower from ABC Bank with a Cash Credit (CC) limit of ₹7 Crore, which is secured against stock and book debts. In the financial year 2022-23, XYZ Ltd.'s account was classified as a Non-Performing Asset (NPA) due to the company's inability to repay the outstanding balance. Despite this classification, the bank has been conducting regular stock audits for this account, which are crucial for maintaining the accuracy of collateral values of securities stock and book debts. However, the stock audit for the financial year 2024-25 has not been conducted.

How to deal with such situation at the time of statutory audit of the bank.

Para 5.3.3

CASE STUDY # 25

XYZ Ltd. is a borrower from ABC Bank with a Cash Credit (CC) limit of ₹7 Crore, which is secured with mortgage of Land and Building worth rs 5 crores. In the financial year 2024-25, XYZ Ltd.'s account was classified as a Non-Performing Asset (NPA) in Sub standard Asset Category due to the company's inability to repay the outstanding balance.

Auditor Computed the Provision Requirement as -

7 Crores - 5 Crores Secured – 15 % - 75 Lac

2 Crores Unsecured – 25 % - 50 Lac

125 Lac

While Bank had done Provision amount of Rs 105 lakhs only (i.e 15% on 7 crores)

Comments : Whether Auditor is right or Bank had computed Correctly ??

CASE STUDY # 26

Mr X is a borrower from ABC Bank with a TL limit of ₹7 Crore. EMI is Due on 31/03/2025 – EMI Amount Rs 7,00,000 – EMI is not recovered on 31/03/2025 . Comments : SMA Classification NPA Date .

SMA Sub-categories	Basis for classification - Principal or interest payment or any other amount wholly or partly overdue between
SMA-0	Up to 30 days – (From 31-03-2025 to 29-4-2025)
SMA-1	More than 30 days and up to 60 days (30-04-2025 to 29/05/2025)
SMA-2	More than 60 days and up to 90 days (30/05/2025 to 28/06/2025)
NPA	29 /06 /2025 (91 st Day)

Computation Will be as – March -01 April – 30 Days , May 31 Days , June – 29 Days

CASE STUDY # 27

Mr X is a borrower from ABC Bank with a CC limit of ₹7 Crore. Due Date is on 31/03/2025 but dues are not fully recovered. Comments : SMA Classification NPA Date .

SMA Sub-categories	Basis for classification - Outstanding balance remains continuously in excess of the sanctioned limit or drawing power, whichever is lower, for a period of:
SMA-1	More than 30 days and up to 60 days
SMA-2	More than 60 days and up to 90 days

SMA - 1 : 30/04/2025 (31- 60 Days)
 SMA - 2 : 30 /05/2025 (61-90 Days)
 NPA : 28/06/2025 (90th Day)

Computation Will be as – March -01 April – 30 Days , May 31 Days , June – 28 Days = 90 Days .

NPA Case Study – 28 : Advances Covered by ECGC Guarantee (Para 5.9.3)

In the case of **advances guaranteed by the Export Credit Guarantee Corporation (ECGC)**, the bank should make **provision only for the balance in excess of the amount guaranteed by ECGC** and the **value of the security held**.

The provisioning should be done on the **uncovered portion of the advance**.

Example:

Outstanding Balance	Rs. 4 lakhs
ECGC Cover	50 percent
Period for which the advance has remained doubtful	More than 2 years remained doubtful (say as on March 31, 2025)
Value of security held	Rs. 1.50 lakhs

NPA Case Study – 29 : Advances Covered by Credit Guarantee Schemes (Para 5.9.4)

In the case of advances covered by Credit Guarantee Schemes such as:

- Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE)
- Credit Risk Guarantee Fund Trust for Low Income Housing (CRGFTLIH)
- National Credit Guarantee Trustee Company Ltd. (NCGTC)

The bank should not make any provision for the guaranteed portion of the advance. Provisioning should be made only for the balance amount that exceeds the guaranteed portion.

Example:

Outstanding Balance	₹10 lakh
CGTMSE/CRGFTLIH Cover	1. 75% of the amount outstanding or 2. 75% of the unsecured amount or 3. ₹37.50 lakh, whichever is the least
Period for which the advance has remained doubtful	More than 2 years remained doubtful (say as on March 31, 2025)
Value of security held ₹1.50 lakh	Value of security held ₹ 2.00 lakh

CASE STUDY # 30

ABC Bank had given CC Limits to PQR Ltd on the Basis of Stock & Book Debt as Security . Bank is Computing the DP Limit regularly , While Computing the Limits Branch Officers had not reduced the Creditors Amount from Stock & Book debts Amounts, During the Audit it was observed that Creditors are more than Stock and Book debts . Bank had given Explanations that the Creditors are Below Accepted levels of Creditors as Specified at the time of CMA hence same are not Reduced .

Qu. 1. Comment On Bank Explanations as seen from NPA Working .

Agriculture NPA :- Important Issues

- SLBC Guidelines.
- Farm Credit (Annex 2 , IRAC Norms)
- Duration of Crop (Short Term / Long Term)
- Crop Season in India / respective State,
- Cropping Pattern in the Area.
- Declaration of Natural Calamity - > 33 % of Loss
- Restructuring Of loans -
- Interest Application in Agri. Advances .
- Exact NPA Date.



Restructuring Of Loans & Advances



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Questions & Answers



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Thank You