

Shabnoor

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

WRIT PETITION NO.8662 OF 2021

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Anil Keruji Jagtap & Anr. ... Petitioners
V/s.
Razzak Nazimuddin Kazi & Ors. ... Respondents

**WITH
WRIT PETITION NO.8668 OF 2021**

Anil Keruji Jagtap & Anr. ... Petitioners
V/s.
Sanjay Baban Hulwale & Ors. ... Respondents

**WITH
WRIT PETITION NO.8663 OF 2021**

Balshiram Manjabhau Kurhade ... Petitioner
V/s.
Yashwant Nagri Cooperative
Credit Society Ltd. & Ors. ... Respondents

**WITH
WRIT PETITION NO.8664 OF 2021**

Rizwana Yusuf Pathan Through
Power of Attorney Holder
Yusuf Ahmed Pathan ... Petitioner
V/s.
Yashwant Nagri Cooperative
Credit Society Ltd. & Ors. ... Respondents

Mr. Mohan B. Gawade a/w Jagannath S. Pawar for the
petitioners in WP/8662/2021 & 8668/2021.

Mr. Nitin Gaware Patil h/f Mr. Vivekanand S.
Tadake, for the petitioners in WP/8663/21 &

WP/8664/21.

Mr. Sachin B. Thorat a/w Mr. Prajwal Thorat, for respondent No.1 in WP/8662/21, WP/8664/21.

Ms. D. S. Deshmukh, AGP for State – respondent in WP/8662/2021.

Ms. M. S. Srivastav, AGP for State – respondent in WP/8668/2021.

Mr. P. V. R. Nelson, AGP for State – respondent in WP/8663/2021.

Ms. Savina S. Crasto, AGP for State – respondent in WP/8664/2021.

CORAM : AMIT BORKAR, J.

DATED : NOVEMBER 14, 2025

ORAL JUDGMENT:

1. **Rule.** Rule made returnable forthwith.
2. The facts and the legal issues in all these petitions are the same. It is proper to decide all the petitions together. A common judgment will therefore dispose of all the matters.
3. These petitions challenge the order of the Revisional Authority. The Revisional Authority allowed the revision filed by the borrower. It held that the auction sale had become void because there was no compliance with Rule 107(11)(g) and (h) of the Maharashtra Cooperative Societies Rules, 1961.
4. The material facts are as follows. A certificate under Section 101 of the Maharashtra Cooperative Societies Act, 1960 was issued against the borrower. The Special Recovery Officer started execution under Rule 107 of the MCS Rules. The property was attached. A public auction was held on 17 March 2020 after

issuing the required proclamation. Several bidders took part. The petitioners in Writ Petition Nos. 8663 and 8664 were declared the highest bidders. Each of them deposited fifteen per cent of the bid amount as required under Rule 107(11)(g).

5. Due to the Covid-19 pandemic, the petitioners could not deposit the remaining eighty-five per cent amount within the time fixed under Rule 107(11)(h). They therefore applied on 16 April 2020 seeking extension of time. The Special Recovery Officer granted the extension. The petitioners deposited the balance amount on 15 May 2020 and 20 May 2020. After receiving the entire amount, the Recovery Officer on 10 July 2020 forwarded a proposal to the District Deputy Registrar for confirmation of sale. Respondent No. 4 issued notice to the borrower and gave an opportunity of hearing. After hearing the parties, the District Deputy Registrar confirmed the auction and issued the sale certificate on 18 December 2020. The Special Recovery Officer thereafter registered the sale deed in favour of the petitioners on 12 December 2020.

6. The borrower filed a revision before the Revisional Authority on 31 December 2020. The Revisional Authority allowed the revision by order dated 19 July 2021. This order is under challenge in these petitions. The society of the borrower has also filed connected writ petitions.

7. The learned advocate for the petitioners relies on the order of the Supreme Court in *Suo Motu Writ Petition No. 3 of 2020*. The submission is that the Supreme Court extended the period of

limitation under general and special laws. The Supreme Court directed that for computing limitation for any suit, appeal, application, or proceedings, the period from 15 March 2020 to 14 March 2021 must be excluded.

8. It is submitted that the time limits under Rule 107(11)(g) and (h) are part of the proceedings covered by the Supreme Court's order. The petitioners deposited the balance amount on 15 May 2020 and 20 May 2020. They are therefore entitled to protection under the Supreme Court's order. On this basis, it is contended that the Revisional Authority wrongly cancelled the confirmation of sale.

9. The borrower has been served in all petitions. There was no appearance on the last date. The Court had made it clear that the petitions would be decided finally on the next date. Even today there is no appearance on behalf of the borrower.

10. The auction was held on 17 March 2020. The petitioners complied with the first statutory requirement by depositing fifteen per cent of the bid amount without delay. The outbreak of Covid-19 created conditions beyond the control of any ordinary person. The petitioners could not arrange the balance amount within the strict time prescribed in sub clause (h). They therefore sought an extension. The Special Recovery Officer considered the situation and granted the extension. The petitioners then deposited the remaining eighty five per cent on 15 May 2020 and 20 May 2020. These dates fall within the period affected by the pandemic.

11. The issue that now arises is narrow. It is whether the

petitioners can claim the protection of the order passed by the Supreme Court in *Suo Motu Writ Petition No. 3 of 2020*. The answer depends on the true scope of the expression used by the Supreme Court and the nature of the steps required under Rule 107.

12. Clause 2 of the Supreme Court's order deserves careful attention. The Court has stated in clear terms that while computing limitation for any suit, appeal, application, or proceedings, the period between 15 March 2020 and 14 March 2021 shall stand excluded. The purpose of this direction was to ensure that litigants do not suffer for reasons arising out of an unprecedented public health crisis. The requirement of depositing the auction amount under Rule 107(11)(g) and (h) is a key part of the legal process of execution. The Rules follow a fixed sequence. Each step depends on the earlier step. The deposit of fifteen per cent at the start and the deposit of the remaining amount within the prescribed time are not simple money transactions. They are compulsory steps. These steps decide whether the auction can reach its legal completion. If the balance amount is not deposited in time, the auction becomes ineffective. If the amount is deposited in time, the Recovery Officer must take the next step of confirming the sale. These legal effects show that the act of deposit forms part of the proceeding itself and cannot be separated from it.

13. Clause 2(i) of the order passed by the Supreme Court uses the word 'proceedings'. The word must be understood in its plain sense. It covers every stage in a legally regulated process where the law requires a party to act within a fixed time. The Supreme

Court passed its order during an exceptional period. Ordinary timelines could not be followed due to the pandemic. The Court therefore excluded the period from 15 March 2020 to 14 March 2021 for all proceedings. This protection was meant to ensure that no party suffers for reasons outside their control. The timelines for deposit under Rule 107(11)(g) and (h) are statutory timelines that carry direct legal consequences. There is credible material to show that these steps form part of the execution proceeding. They therefore fall within the protection given by the Supreme Court.

14. Once this legal position is accepted, the conclusion follows. The petitioners deposited the balance amount within the excluded period that the Supreme Court has recognised. Their compliance thus stands protected. The Revisional Authority overlooked this position. It therefore committed an error in setting aside the confirmation of sale. The petitions deserve to be allowed.

15. Rule is absolute in terms of prayer clause (b).

16. All writ petitions are disposed of accordingly, in above terms.

17. There shall be no order as to costs.

(AMIT BORKAR, J.)