

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD**

WRIT PETITION NO. 7388 OF 2015

The State of Maharashtra and others .. Petitioners

Versus

Manjusha Sunil Bharadkar .. Respondent

Shri K. G. Patil, Addl.G.P. for Petitioners/State.

Shri Avinash Deshmukh, Advocate for the Respondent.

**CORAM : S. V. GANGAPURWALA AND
V. K. JADHAV, JJ.**

DATE : 22ND JULY, 2015.

PER COURT :

. Mr. Patil, the learned Additional Government Pleader submits that, the respondent has availed the benefit of house building advance for sum of Rs. 5,62,200/- pursuant to her application dated 17.04.2012. It was represented that the advance was required for purchase of ready-made house. However, it has been observed that the respondent has purchased house under construction. The learned Addl. G. P. further submits that, the respondent did not submit the documents such as agreement of sale, receipts, mortgage deed within time. According to the learned Addl. G. P. even show cause notice was issued, still said documents were not supplied. As misrepresentation was made, notice was rightly issued for

recovery of amount along with penal interest. The learned Addl. G. P. further submits that, the Tribunal has not considered said aspects in its proper perspective.

2. Mr. Deshmukh, the learned counsel for the respondent submits that, it was never misrepresented that the respondent was purchasing ready-made house. The house building advance is given for the purpose of constructed house as well as house under construction as per condition No. 6 of the Government Resolution dated 27.07.2012. The learned counsel submits that the documents such as agreement of sale, mortgage deed, receipts were submitted to petitioners as required. The said amount for which has been taken, has been properly utilized.

3. We have considered submissions canvassed by the learned counsel for respective parties.

4. The notice was issued to the respondent by petitioners that the respondent has not submitted registered mortgage deed, agreement to sale, receipts recording insurance, etc. The reply has been given by the respondent that, she was getting the possession in June 2013 and unless construction is completed sale deed cannot be registered. So also house cannot be insured. The receipt of payment of amount and the copy of mortgage deed is submitted to petitioners by the respondent. The Tribunal has

considered clause 12 of G. R. dated 27.02.2012. So also the Tribunal has come to the conclusion on the basis of documents on record that the respondent has utilized the amount for which it was withdrawn. The respondent has deposited Rs. 5,15,450/- with the builder and the petitioners are informed accordingly. The said factual matrix have been discussed in detail by the Tribunal.

5. Considering the above, no case for interference is made out. The writ petition is dismissed. No costs.

[V. K. JADHAV, J.]

[S. V. GANGAPURWALA, J.]

bsb/July 15