

WRIT PETITION NO. 2562 OF 2017

Endeavor Careers Private Limited ...Petitioner

Versus

- 1) Mr. Dilip Mishrilal Jindal**

- ## 2) Bank of Baroda

- 3) State of Maharashtra ...Respondents**

Mr. Rajendra Mishra, i/by Mr. Rohit M. Dalmia, for the
Petitioner.

Mr. R.L. Motwani, for the Respondent No. 2.

Mr. Prashant Jadhav, APP for Respondent No. 3.

**CORAM : B.R. GAVAI AND
RIYAZ I. CHAGLA, JJ.**

DATE : 6 July 2017

ORDER : (Per B.R. Gavai, J.)

1. Rule is made returnable forthwith.
2. Heard by consent.
3. The Petitioner claims to be in possession of the premises which were originally owned by Respondent No. 1 and which were mortgaged with Respondent No. 2 Bank. It appears that since Respondent No. 1 failed to pay the dues, Respondent No. 2 initiated proceedings under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (hereinafter referred to as “**SARFAESI Act**” in short).
4. In pursuance to the said proceedings, the Tahasildar had issued a notice for taking possession of the premises. The Petitioner in this background has approached this Court.
5. Shri. Motwani, the learned Counsel appearing for

Respondent No. 2 Bank, states that Respondent No. 2 has already taken possession of the suit premises. Therefore, submits that no interference is warranted in the present case.

6. In these circumstances, we do not have entertained the present Petition. However, the Petitioner has stated that the Petitioner is running coaching classes for the career advancement of the students and at this moment, they are ousted. The career of 220 students would be jeopardized.

7. We make it clear that we are inclined to direct a workable arrangement to be made only in order to protect the interest of the students without same being treated as precedent.

8. We therefore, direct Respondent No. 2 Bank to permit the Petitioner to occupy the premises which were in occupation of the Petitioner till 31 July 2017.

9. It is made clear that the licence fees which the
Sharayu.

Petitioner was required to pay to Respondent No. 1, under the agreement, would be paid to the Respondent No. 2 Bank for the month of July 2017.

10. The Petitioner shall file an undertaking that on or prior to 31 July 2017, the Petitioner shall peacefully vacate the premises and handover the peaceful possession thereof to the Respondent No. 2 Bank stating therein that the Petitioner shall pay the rent for the month of July 2017 to Respondent No.2 Bank. The Petitioner shall also state on undertaking that it shall not create any third party rights or encumber in the said property.

11. Upon such undertaking being filed, the said undertaking shall be treated as an undertaking to this Court.

12. Needless to state that the aforesaid order is applicable only in respect of the premises which were occupied by the Petitioner and not any other premises owned by

Respondent No. 1.

13. It is further needless to state that the Petitioner shall permit the valuer of Respondent No. 2 for the purposes of valuation of the property, so that Respondent No. 2 can take necessary steps for auctioning the property.

14. Rule is therefore made absolute.

15. In the facts and circumstances, no order as to costs.

[RIYAZ I. CHAGLA J.]

[B.R. GAVAI, J.]