IN THE HIGH COURT OF JUDICATURE OF BOMBAY
BENCH AT AURANGABAD

WRIT PETITION NO.2009 OF 2018
(Vimalbai Meghshyam Mahajan and another Vs. State of Maharashtra and others)
WITH
WRIT PETITION NO.2010 OF 2018
WITH
WRIT PETITION NO.2011 OF 2018

Mr.Sanket S.Kulkarni, Advocate for the petitioners.
Mr.S.R.Yadav-Lonikar, AGP for State.

(CORAM : RAVINDRA V. GHUGE, J.)

DATE : 07/03/2018

PER COURT :

1. In these 3 writ petitions, petitioner No.1 is Vimalbai w/o Meghshyam and petitioner No.2 is the married daughter Vasundhara Prakash. In all these 3 matters, the petitioners are aggrieved by the impugned orders all dated 12/12/2017 with regard to 3 properties which were pledged as securities to the financial institution / respondent No.3 by Meghshyam, with regard to 3 loan accounts.

2. There is no dispute that two loan accounts were in the name of the 2 sons of deceased Meghshyam namely Vikas and Yashwant and one loan account was in the name of his daughter-in-law Varsha Vikas. By rotation, the sons are guarantors in each other's loans and

the house property of Meghshyam is pledged as a security in the said loan accounts. Recovery certificates u/s 101 of the Maharashtra Co-operative Societies Act with regard to these 3 loan accounts have been issued in 2004 and neither the borrower nor the guarantor has challenged these certificates.

3. Grievance of the petitioners is that before deciding the upset price, the wife (Now widow of deceased Meghshyam) and the daughter should have been heard. A meager upset price has been fixed by the competent authority without considering the objections of these petitioners and without bringing them on record as LR's of Meghshyam.

4. I find from Rule 107 (11)(f) of the Maharashtra Co-operative Societies Rules, 1961 that it provides for sale of immovable properties, the sale would be subject to prior encumbrances and certain conditions set out therein. The third proviso there below indicates that the upset price shall be approved by the Registrar by considering the comparative prevailing prices in the market, the ready reckoner rates, by obtaining valuation from the approved valuer within one month from the date of receipt of the proposal from the Recovery Officer and after hearing the judgment debtor.

5. In all these matters, the upset price has been fixed on 12/12/2017. Meghshyam has passed away on 11/04/2016. Vikas and Yashwant are the LR's of Meghshyam who were before the competent authority while deciding the upset price. As noted above, Vikas and Yashwant are guarantors or borrowers in these 3 loan accounts. They have been heard while fixing the upset price, in as much as, the ready reckoner rates have been taken into account and a valuation report from the approved valuer has also been obtained based on the ready reckoner rates and thereafter the upset price has been fixed.

6. Considering the above, I do not find that the impugned order in these 3 matters could be termed as being perverse or erroneous when the 2 sons of deceased Meghshyam have been heard and the procedure prescribed under the proviso noted above, has been followed.

7. In the light of the above, I do not find any merit in these petitions and the same are, therefore, dismissed.

(RAVINDRA V. GHUGE, J.)