

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

WRIT PETITION NO. 14404 OF 2017
WITH
CIVIL APPLICATION NO.7238 OF 2018
IN
WRIT PETITION NO. 14404 OF 2017

SHRAVAN DAMODHAR AMRUTKAR
VERSUS
THE STATE OF MAHARASHTRA AND OTHERS

...

Advocate for the Petitioner : Shri P.R.Katneshwarkar h/f Shri Nagargoje
Prashant M.

AGP for Respondents 1 to 3 : Shri B.A.Shinde.

Advocate for Respondent 4 : Shri A.D.Shinde and Shri Ajinkya Deshmukh
h/f Shri A.V.Hon.

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CORAM: RAVINDRA V. GHUGE, J.

DATE :- 22nd June, 2018

Per Court:

1 After the hearings on 19.06.2018, 21.06.2018 and today and upon taking due instructions from the respective litigants, present in the Court, the learned Advocate for the Petitioner and the learned Advocate for Respondent No.4/ Society, have arrived at a workable solution, which is recorded as under :-

(a) A one time offer for settling the loan account in 2016, was

put forth by Respondent No.4 at Rs.28 lac. Interest at the rate of Rs.1.80 lac per year from 2016 to 2018 has been taken into account. The total amount recoverable today by Respondent No.4 from the Petitioner would be Rs.31.50 lac.

- (b) Initially, the Petitioner has deposited Rs.3.24 lac approximately. The said repayment shall be deemed to be Rs.3.25 lac.
- (c) The total recoverable amount today would be, therefore, Rs.28.25 lac.
- (d) The Petitioner agrees to deposit an amount of Rs.5 lac with Respondent No.4 on or before 31.07.2018 and the Petitioner would be precluded from seeking any extension on this count.
- (e) The Petitioner shall make a serious effort to sell the agricultural land (physical possession of which has been taken by Respondent No.4) on or before 31.10.2018.
- (f) Only in the event of failure on the part of the Petitioner in selling the agricultural land within the above period for reasons beyond his control, the Petitioner may seek leave of this Court for extension of two months subject to the objections of Respondent No.4.
- (g) Only if this Court is convinced that strenuous efforts were made by the Petitioner and it was on account of reasons

beyond his control that the land could not be sold, then alone this Court may consider granting extension of a period not more than two months.

- (h) In the event, the Petitioner is to advertise for sale of the agricultural land, Respondent No.4 Society shall permit the Petitioner to mention in the newspaper, the consent of Respondent No.4 Society in cooperating with the sale of the agricultural land.
- (i) During the actual sale transaction, Respondent No.4 would cooperate for the expeditious completion of the sale transaction.
- (j) The proceeds of such sale of agricultural land shall be directly deposited in Respondent No.4/ Society by the purchaser.
- (k) For the present, Respondent No.4 would take symbolic possession of the house property and the Petitioner shall peacefully permit Respondent No.4 to complete such formalities.
- (l) Despite the above, including all attempts to sell the agricultural land, if the Petitioner fails, he would have the last option of repaying the entire amount to Respondent No.4 within a period of twelve weeks after his failure to sell the agricultural land and repay the amount.

- (m) In spite of the opportunity granted as above in clauses (e) and (f), if still any amount is not paid by the Petitioner to Respondent No.4, he would handover the physical possession of the house property to Respondent No.4, which would be at liberty to sell the house property for recovery of the outstanding amount. The Petitioner will have no say in the said matter in those circumstances, inasmuch as, this petition would then stand dismissed.
- (n) It needs mention that the above modalities have been arrived at by the consent of the brother of the Petitioner, who is present in the Court and who is authorized to make the statement on behalf of the Petitioner due to ill health of the Petitioner, on the one hand and Respondent No.4 on the other hand.
- (o) If the Petitioner chooses to collect funds and deposit the amount of the remainder amount of Rs.23.25 lac, keeping in view that Rs.5 lac are to be deposited on or before 31.07.2018, the recovery proceedings initiated by Respondent No.4 shall stand fully satisfied.
- (p) After the entire loan amounts are deposited as recorded in this order, the Petitioner shall pay an amount of Rs.40,000/- towards sur charges for recovery proceedings under Rule 107

of the Maharashtra Cooperative Societies Rules, 1961, expeditiously and preferably within a period of four months thereafter.

2 Civil Application No.7238/2018, therefore, stands disposed of.

3 List this Writ Petition on 02.11.2018 for recording the progress made by the parties.

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(RAVINDRA V. GHUGE, J.)