

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

WRIT PETITION NO. 3774 OF 2018

Uttam Ramniwas Goyal

... Petitioner

V/s.

Reliance Home Finance Ltd. & Ors.

... Respondents

Ms. Armin Wanderwala a/w Mrs. A.H. Ganatra & D.K. Sanghavi i/b Haresh G. Ganatra for the Petitioner.

Mr. R.L. Motwani for Respondent No.1.

**CORAM : A.A. SAYED AND
RAVINDRA V. GHUGE, JJ.**

DATE : 6th APRIL, 2018.

PC. :

1 The Petitioner has impugned the order dated 16.01.2018 of DRT. The operative part of the impugned order reads as follows :-

A) The applicant shall deposit a sum of Rs.30 lacs on or before 20.01.2018 and further a sum of Rs.1.20 Crore by the end of February 2018 and thereafter a sum of Rs.2 Crores by the end of March 2018 with the respondent.

B) The applicant shall deposit the remaining outstanding dues at the earliest. It is made clear that in the event of default in making any of the scheduled deposits, the respondent shall be liberty to take the physical possession of the suit flat without prior permission of the Tribunal.

C) The respondent is hereby restrained from taking physical possession of the suit flat subject to such deposits till next date of hearing i.e. 2nd April 2018.

D) Accordingly, Interim Application No.51 of 2018 (Exh.7) stands disposed off in terms of this order.”

2 Though the impugned order was passed on 16.01.2018, the present Petition is filed only on 23.03.2018. Inasmuch as the Petitioner had expressed that he would come with a concrete proposal to clear the outstanding dues of the Respondent Bank, we had shown indulgence and passed order dated 26.03.2018, the operative part whereof reads as follows:-

O R D E R

(i) The Respondent No.1-Bank shall be free to take physical possession of the flat viz. Flat No.301, 3rd Floor, Anand Building, Godambe Apartment Co-operative Housing Society Ltd., Plot No.424, Chitrakar Dhurandhar Marg, Khar (West), Mumbai-400052, tomorrow i.e. 27 March 2018 at 2 p.m. However, the Petitioner shall be allowed to continue in possession of the said flat as an agent of the Respondent No.1-Bank until the next date.

(ii) By next date, the Petitioner shall file an undertaking that subject to further orders he shall continue in the said flat as an agent of the Respondent No.1-Bank.

(iii) The statement of the learned Counsel for the Petitioner, on instructions from the Petitioner who is present in Court, is recorded that to show his bonafides, by 2 p.m. day after tomorrow i.e. 28 March 2018 the Petitioner shall pay the Respondent No.1-Bank by RTGS a sum of Rs.50 lakhs.

(iv) On next date, the Petitioner shall come with a concrete proposal as to how the Petitioner intends to pay the outstanding debt.

3 On 28.03.2018, we granted some more time by way of further indulgence to the Petitioner to pay the balance amount of Rs.25,00,000/-

which remained to be paid in terms of the order dated 26.03.2018 and granted protection to the Petitioner until the next date.

4 Today, the learned Counsel has come with proposal that the Petitioner is willing to pay the balance amount of Rs.2.7 crores as per the order dated 16.01.2018 of DRT in monthly installment of Rs.60,00,000/- which is unacceptable to the Respondent Bank. According to the learned Counsel for the Respondent Bank, the outstanding amount is more than Rs.14 crores.

5 In the circumstances, we are not now inclined to show further indulgence. We dismiss the Petition.

6 The Petitioner may resort to alternate remedy to challenge the impugned order if so advised. We record the statement of the Counsel for the Respondent Bank that status-quo in respect of the said flat No.301 shall be maintained for a period of ten days. We make it clear that in the event the Appeal is filed by the Petitioner before the DRAT, DRAT would be free to pass appropriate orders as it deems fit without being influenced by this order.

(RAVINDRA V. GHUGE, J.)

(A.A. SAYED, J.)