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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 1714 OF 2016

1. Palus Sahakari Bank Ltd. Palus, Dist. Sangli]
2. The Special Recovery Officer, Palus Sahakari Bank Ltd. Palus,Tal.Palus, District:-Sangli] ...Petitioners

vs

1. Shri. Sunil Shamrao Salunkhe R/o Palus Dhangaon, Tal. Palus, District: Sangli]
2 Shri. Khandu Bharat Ayawale R/o Dhavalwase, Shivneri Colony, Tal:- Tasgaon, Dist. Sangli]
3 Dist. Deputy Registrar Co-op. Societies Sangli]
4 The Divisional Joint Registrar, Co-operative Societies, Kolhapur, Division, Kolhapur] ...Respondents.

A/W
WRIT PETITION NO. 1718 OF 2016

1. Palus Sahakari Bank Ltd. Palus, Tal.Palus, Dist.Sangli]
2. The Special Recovery Officer, Palus Sahakari Bank Ltd. Palus,Tal.Palus, District:-Sangli]...Petitioners

vs

1. Shri. Sudhir Shamrao Salunkhe]
R/o Palus Dhangaon, Tal. Palus, District:]
Sangli]

2 Shri. Khandu Bharat Ayawale]
R/o Dhavalwase, Shivneri Colony,]
Tal:- Tasgaon, Dist. Sangli]

3 Dist. Deputy Registrar Co-op. Societies]
Sangli]

4 The Divisional Joint Registrar,]
Co-operative Societies, Kolhapur,]
Division, Kolhapur] ...Respondents.

WITH

WRIT PETITION NO. 1719 OF 2016

1. Palus Sahakari Bank Ltd. Palus,]
Tal. Palus, Dist.Sangli]

2. The Special Recovery Officer, Palus]
Sahakari Bank Ltd. Palus,Tal.Palus,]
District:-Sangli]...Petitioners

vs

1. Shri. Shamrao Anandrao Salunkhe]
R/o Palus Dhangaon, Tal. Palus, District:]
Sangli]

2 Shri. Khandu Bharat Ayawale]
R/o Dhavalwase, Shivneri Colony,]
Tal:- Tasgaon, Dist. Sangli]

3 Dist. Deputy Registrar Co-op. Societies]
Sangli]

4 The Divisional Joint Registrar,]
Co-operative Societies, Kolhapur,]
Division, Kolhapur] ...Respondents.

A/W

WRIT PETITION NO. 11258 OF 2016

1.	Khandu Bharat Aaiwale, Age 44 years Occup:- Business, R/o at Dhavalwase, Shivneri Colony, Tal. Tasgaon, Dist. Sangli	]]]]...Petitioner

vs

1.	The Divisional Joint Registrar, Co-operative Societies, Kolhapur, Division, Kolhapur	]]]
2	The District Deputy Registrar Co-op. Societies Sangli	]]
3	Palus Sahakari Bank Ltd. Palus Tal. Palus, District: Sangli	]]
4	The Special Recovery Officer, Palus Sahakari Bank Ltd. Palus, Tal. Palus Dist. Sangli	]]]
5	Shri.Shamrao Anandrao Salunkhe Age Major, Occup:- ---- R/o Palus Dhangaon, Tal. Palus, Dist. Sangli	]]]]
6	The State of Maharashtra (to be served upon AGP Writ Cell, Bombay High Court	]]]...Respondents.

A/W

WRIT PETITION NO. 11259 OF 2016

1.	Khandu Bharat Aaiwale, Age 44 years Occup:- Business, R/o at Dhavalwase, Shivneri Colony, Tal. Tasgaon, Dist. Sangli	]]]]...Petitioner

vs

1. The Divisional Joint Registrar,]
Co-operative Societies, Kolhapur,]
Division, Kolhapur]

2 The District Deputy Registrar Co-op. Societies]
Sangli]

3 Palus Sahakari Bank Ltd.]
Palus Tal. Palus, District: Sangli]

4 The Special Recovery Officer,]
Palus Sahakari Bank Ltd. Palus, Tal.]
Palus Dist. Sangli]

5 Shri. Sudhir Shamrao Salunkhe]
Age Major, Occup:- ----]
R/o Palus Dhangaon, Tal. Palus,]
Dist. Sangli]

6 The State of Maharashtra]
(to be served upon AGP Writ Cell,]
Bombay High Court]...Respondents.

A/W
WRIT PETITION NO. 11260 OF 2016

1. Khandu Bharat Aaiwale, Age 44 years]
Occup:- Business, R/o at Dhavalwase,]
Shivneri Colony, Tal. Tasgaon, Dist.]
Sangli]...Petitioner

vs

1. The Divisional Joint Registrar,]
Co-operative Societies, Kolhapur,]
Division, Kolhapur]

2 The District Deputy Registrar Co-op. Societies]
Sangli]

3 Palus Sahakari Bank Ltd.]

	Palus Tal. Palus, District: Sangli	]
4	The Special Recovery Officer, Palus Sahakari Bank Ltd. Palus, Tal. Palus Dist. Sangli	]]]
5	Shri.Sunil Shamrao Salunkhe Age Major, Occup:- ---- R/o Palus Dhangaon, Tal. Palus, Dist. Sangli	]]]]
6	The State of Maharashtra (to be served upon AGP Writ Cell, Bombay High Court	]]]...Respondents.

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Mr. V.B.Rajure for the Petitioners in WP No.1714 of 2016, 1718 of 2016 and 1719 of 2016 and for Respondent Nos.3 and 4 in WP Nos. 11258 of 2016, 11259 of 2016 and WP No.11260 of 2016.

Mr Kuldeep U. Nikam for Respondent No.1 in WP Nos. 1714 of 2016, 1718 of 2016 and 1719 of 2016.

Mr Anilkumar K.Patil for the Petitioner in WP Nos. 11258 of 2016, 11259 of 2016 and 11260 of 2016 and for Respondent No.2 in WP Nos. 1714 of 2016, 1718 of 2016 and 1719 of 2016.

Mr S.D.Rayrikar AGP for the Respondent/State in WP Nos. 1714 of 2016, 1718 of 2016 and 1719 of 2016.

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CORAM : R.D.DHANUKA, J.

RESERVED ON : APRIL 3, 2018

PRONOUNCED ON : MAY 3, 2018

JUDGMENT:

By Writ Petition Nos.1714 of 2016, 1718 of 2016 and 1719 of 2016 The Palus Sahakari Bank Ltd. has impugned the Judgment and Order dated 5th November, 2015 in Revision Application No. 166 of 2015, Revision Application No. 165 of 2015 and Revision Application No. 164 of 2015 filed by Respondent No.1 under Section 154 of the Maharashtra Co-operative Societies Act, 1960 (for short the said MCS Act) thereby setting aside the order of auction of various properties passed on 10th April, 2015.

2. Writ Petition Nos. 11258 of 2016, 11259 of 2016 and 11260 of 2016 are filed by the auction purchasers *inter alia* praying for setting aside the order dated 5th November, 2015 passed by the learned Divisional Joint Registrar in the aforesaid three Revision Applications filed by Respondent No.1. By consent of parties all these six Writ Petitions were heard together and are being disposed of by a common Judgment.

3. Some of the relevant facts for deciding these six Writ Petitions are as under :-

Respondent No.1 in Writ Petition Nos. 1714 of 2016, 1718 of 2016 and 1719 of 2016 had borrowed various amounts from Palus Sahakari Bank Ltd. (Hereinafter referred to as “the said bank”). Respondent No.2 in Writ Petition Nos. 1714 of 2016, 1718 of 2016 and 1719 of 2016 are hereinafter referred to as “said borrowers”. The Petitioners in Writ Petition Nos. 11258 of 2016, 11259 of 2016 and 11260 of 2016 are referred to as the “auction purchasers”. The borrowers had executed various documents in favour of bank including registered mortgage deed in respect of some of the properties and committed default in repayment of the loan to the said bank. The said bank then filed three separate applications under Section 101 of the Maharashtra Co-operative Societies Act against the borrowers before the learned Assistant Registrar, Co-operative Societies, Sangli. The Assistant Registrar issued separate certificates under Section 101 of the Maharashtra

Co-operative Societies Act, 1960 against the borrowers. The borrowers did not challenge those certificates issued under Section 101 of the said Act. The bank thus initiated the steps for recovery of the dues by executing the recovery certificates.

4. The Special Recovery Officer submitted a proposal to the District Deputy Registrar, Co-operative Societies, Sangli to fix the upset price under the provisions of the said MCS Act. The District Deputy Registrar issued letters of hearing dated 22nd January,2014 for fixing the auction price to Respondent No.1 and also to the Special Recovery Officer and kept hearing on 6th February, 2014. On 28th July, 2016 the learned District Deputy Registrar fixed different upset prices in respect of the properties which are the subject matter of these petitions. The Special Recovery Officer thereafter attached the properties and issued public notices dated 10th February, 2015 to the effect that the possession of the properties of the borrowers was taken. When the said public notice was issued in daily newspaper "Lokmat". The possession of the properties was taken on 2nd February, 2015 after giving notice dated 15th January, 2015.

5. On 4th March, 2015 the Special Recovery Officer issued a notice of sale under Section 107(ii)(c) of the said rules to the Petitioner and also to the sureties. On 5th March, 2015, the auction notice was published by the said Special Recovery Officer. In respect of property bearing Gat.No.410 the highest bid was received to Rs.3,03,000/- and Gat.No. 200 is concerned, the highest bid was received for the sum of Rs.4,29,000/- totaling into Rs.7,32,000/-. The borrowers did not pay any amount pursuant to the notice of demand issued by the Special Recovery Officer within the time contemplated under the said rules or even thereafter. The Special Recovery

Officer thus completed the auction in respect of the said properties in question. The highest bidders are the petitioners in other three petitions.

6. The Special Recovery Officer, thereafter issued notice on 10th April, 2015 to the borrowers, after the said auction came to be held and gave option to deposit the said amount of Rs.7,32,000/- within 30 days and made it clear that if the said amount was not paid, the auction would be confirmed as per the provisions of the said rules. The borrowers were also informed to make payment of 5 % more amount than the highest bid by the borrowers and stated that if the said amount was paid to the bank, the properties auctioned could be taken back by the borrowers. The borrowers were given the option to deposit the said amount on or before 11th May, 2015 making it clear that no complaint would be entertained by the Special Recovery Officer thereafter. The said notice was received by the borrowers, however, no payment was made by the borrowers pursuant to the said notice dated 10th April, 2015. Since the borrowers were not available for service on 17th January, 2015, 19th January, 2015, 20th January, 2015, 25th January, 2015, 22nd January, 2015, 23rd January, 2015 and 24th January, 2015 an intimation was dropped in the premises of the borrowers.

7. On 20th August, 2015, Special Recovery Officer executed sale-deeds in favour of the auction purchasers. The borrowers filed Revision Application on 15th April, 2015 before the Divisional Joint Registrar *inter alia* praying for setting aside the auction held on 10th April, 2015. The Divisional Joint Registrar passed an order on 5th November, 2015 thereby allowing the said Revision Applications filed by the borrowers on the ground that the notice of auction was not in accordance with the provisions of Section 107(11)(e) of the said Rules and on the ground that there was no

proof of service of the said notice on the borrowers as well as guarantors. It was also held by the Divisional Joint Registrar that the provisions of Rule 107(11)(D-1)(IV) of the said rules was followed by the Special Recovery Officer only in respect of publishing Z form notice for taking possession. The procedure in issuing of notice for taking possession was not followed. It is also held that the said price was not fixed as per the rules 107(11)(f) of the said rules and the auction was carried out on the time barred upset price. The Divisional Joint Registrar, accordingly, has set aside the entire auction of the properties held on 10th April, 2015 by the said order dated 5th November, 2015.

8. On 13th July, 2015 the sale completed pursuant to the said auction came to be confirmed and sale certificates were issued. On 20th August, 2015 a sale-deed was executed by the Special Recovery Officer in favour of the auction purchasers. Being aggrieved by the said order and judgment dated 5th November, 2015 passed by the Divisional Joint Registrar, the aforesaid three petitions came to be filed by the bank and another three petitions came to be filed by the auction purchasers on various grounds.

9. Mr.V.B.Rajure, learned counsel for the bank invited my attention to the averments in these Writ Petitions and would submit that neither the borrowers nor the guarantors had challenged the recovery certificates issued by the learned Assistant Registrar, Co-operative Societies under Section 101 of the said Act and thus the said certificates had attained finality. The borrowers as well as the guarantors also did not avail of the opportunity to pay the highest bid amount + 5 % within the time contemplated under the provisions of the said rules. The borrowers as well as the guarantors also did not make payment pursuant to the notice of

demand issued by the banks on 10th April, 2015. He submitted that the borrowers thus could not have filed revision application challenging the auction proceedings under Section 154 of the said Act before the Divisional Joint Registrar directly. None of these revision applications were thus maintainable. The Divisional Joint Registrar thus acted beyond the jurisdiction and has allowed those revision applications illegally. In support of these submissions, learned counsel for the petitioner placed reliance on the judgment of this Court in **Ramchandra** Vs **Janata Nagari Sahakari Patsanstha Ltd. Hupari** reported in **2018(2) Mh.L.J. 245** and more particularly paragraph Nos. 25, 26, 33 and 35 to 37.

10. It is submitted by the learned counsel for the Petitioner that the procedure for fixing the upset price was submitted to the Assistant Registrar by the Special Recovery Officer on 26th October, 2013 and the auction price was fixed on 28th July, 2014 after hearing the borrowers and after complying with the rule 107(11) of the said rules. The provisions of rule 107(11)(d) of the said rules had come into effect on 20th August, 2014 whereas the upset price was already fixed on 28th July, 2014. The learned Divisional Joint Registrar could not have set aside the said auction on the ground of non compliance of the said rules 107(ii)(f) of the said rules. He submits that the said rule 107(11)(f) of the said rules were not at all applicable to the facts of this case and were wrongly applied by the learned Divisional Joint Registrar in the facts of this case which shows non-application of the mind on the part of the said authority.

11. It is submitted by the learned counsel that the borrowers were already issued notices in accordance with Rule 107(11)(e) of the said rules and those notices were already served upon the borrowers. Insofar as the

procedure of taking possession of the properties from the borrowers and the guarantors is concerned, it is submitted that the Special Recovery Officer had already issued notices to the parties and also had issued public notice in the newspapers on 15th January, 2015 and only after compliance of the mandatory provisions, had taken possession of the properties in question. He submits that though various documents showing the proof of following the requisite procedure was produced by the bank before the Divisional Joint Registrar, these documents were not considered in the impugned order.

12. Insofar as fixing the upset price is concerned, it is submitted by the learned counsel for the petitioner that the upset price was fixed on 28th July, 2014. The validity of the said upset price was for a period of one year. The said period of one year was however reduced to six months with effect from 20th October, 2014. The said amendment did not apply with the retrospective effect. Learned Divisional Joint Registrar, however, completely overlooked this crucial aspect in the impugned order.

13. It is submitted by the learned counsel that the borrowers had admitted their liability to the bank for those loans granted by the bank and had applied for time to repay, however, did not make any payment. It is submitted that insofar as auction purchasers are concerned they have already deposited the entire bid amount with the Special Recovery Officer. The Special Recovery Officer has already executed sale-deeds in favour of the auction purchasers and have also confirmed the sale and has also issued sale certificates in favour of the auction purchasers.

14. Mr. Anilkumar Patil, learned counsel for the auction purchasers, who have filed three separate Writ Petitions, adopted the submissions made

by Mr. Rajure learned counsel for the bank and made additional submissions. It is submitted by the learned counsel that the borrowers had already admitted their entire liability to the bank. Various notices were issued from time to time in compliance with the provisions of the said MCS Act and the rules before initiating the auction and even thereafter. The borrowers were also given an opportunity under Rule 107(12) and other provisions of the said rules, to make payment of the auction price + 5 % but the borrowers failed to avail of such opportunity. The Divisional Joint Registrar could not have entertained the Revision Applications filed by each of those borrowers as those applications were not at all maintainable. He submits that the impugned judgment and order delivered by the Divisional Joint Registrar is contrary to the provisions of the said MCS Act and the rules and the principles laid down in the case of **Ramchandra Mulik** (supra) and various other judgments referred by this Court in the said judgment.

15. It is submitted by the learned counsel that the Special Recovery Officer has already executed sale-deed in favour of the auction purchasers on 10th April, 2015 and has also issued sale certificates. The sale has been confirmed on 13th July, 2015. It is submitted that since the auction was conducted in accordance with the provisions of the said MCS Act and the rules, the Divisional Joint Registrar could not have set aside the auction sale dated 10th April, 2015. The notice of auction was already published in the newspaper “Lokmat” dated 5th March, 2015 and only thereafter the petitioner had approached the Special Recovery Officer for participation in bidding process. He submitted that though the borrowers were granted reasonable opportunity to deposit the amount with the bank within the period of one month from the date of auction, none of the borrowers or the guarantors made any payment to the bank. The recovery certificates issued under

Section 101 of the said Act had already attained finality. It is submitted that if the auction sale is now set aside, the gross injustice would be caused to the auction purchasers at this stage. The entire auction amount has been already deposited by the auction purchasers within the time prescribed under the said Act and the said Rules.

16. Mr. Kuldeep Nikam, learned counsel for the borrowers, on the other hand, submits that the properties of the borrowers and the guarantors were auctioned on 10th April, 2015. The borrowers had already filed Revision Applications on 15th May, 2015. The sale-deed has been executed by the Special Recovery Officer in favour of the auction purchasers only on 20th August, 2015 much after filing of the Revision Applications by the borrowers thus execution of the sale-deed is not binding on the borrowers and is illegal. It is submitted by the learned counsel that the notice contemplated under Section 107(11)(e) of the said MCS Rules was not given to the borrowers by the Special Recovery Officer.

17. Insofar as the time prescribed for conducting the sale after fixing upset price is concerned, it is submitted that though the upset price was fixed on 28th July, 2014 and the amendment to the rule 107(11)(f) of the said MCS rule came into effect on 30th August, 2014, the fact remains that the properties were auctioned on 10th April, 2015 that is much after the said amendment dated 30th August, 2014 came into force. He submits that since six months period had already expired on the date of auction from the date of fixing upset price, the Special Recovery Officer could not have auctioned the properties without fixing fresh upset price.

18. It is submitted by the learned counsel that admittedly possession

of these properties in question has not been taken by the Special Recovery Officer from the borrowers till date. The properties in question are even today shown in the name of the borrowers in the 7x12 extracts. It is submitted that since the findings rendered by the Divisional Joint Registrar are not perverse, this Court cannot interfere with such findings of facts rendered in the impugned order in this writ petition filed under Article 227 of the Constitution of India.

19. Mr. Rajure learned counsel for the Petitioner bank in rejoinder submits that the amendment to Rule 107(11)(f) was not brought into effect with retrospective effect. The auction was held on 10th April, 2015 that is within a period of one year from the date of fixing upset price i.e. 28th July, 2014. The impugned order and judgment thus delivered by the Divisional Joint Registrar holding that the auction was not conducted within six months from the date of fixing the upset price is *ex-facie* perverse. He submits that the notice was already given by the Special Recovery Officer to the borrowers before fixing upset price. No reply is filed by the borrowers to this petition or raised any objection at the stage of fixing upset price or even thereafter.

<u>REASONS & CONCLUSIONS :</u>

20. It is not in dispute that the borrowers were granted various credit facilities by the said bank Palus Sahakari Bank Limited. The borrowers had committed default in making repayment of those loans. The said bank had thus filed proceedings under section 101 of the said MCS Act read with rules against the borrowers. The Assistant Registrar had issued recovery certificates against the borrowers. The borrowers did not challenge those certificates issued under section 101 of the said MCS Act. The said bank

thereafter initiated proceedings for execution of those recovery certificates. A Special Recovery Officer was appointed to take steps to execute the said recovery certificates.

21. A perusal of the record indicates that the Special Recovery Officer had followed the due procedure prescribed under rule 107(11) of the said MCS Rules. The borrowers were issued notices from time to time for making payment of the certified dues. The Special Recovery Officer had also submitted a proposal to the District Deputy Registrar to fix the upset price. The District Deputy Registrar had issued notices of hearing to the parties for fixing the auction price. After following the due procedure of law, the upset price was fixed. The possession of the properties was admittedly taken by the Special Recovery Officer from the borrowers and the guarantors on 2nd February, 2015 after giving advance notices.

22. A perusal of the record further indicates that on 4th March, 2015, the Special Recovery Officer had issued notices under section 107(11) for sale of the said properties to the petitioners as well as to the purchasers and the borrowers. The said auction notice was published in the newspaper on 5th March,2015. The highest bid was received in the sum of Rs.3,03,000/- in respect of the property bearing Gat No.410 and Rs.4,29,000/- in respect of the property bearing Gat No.202, totaling to Rs.7,32,000/-. Neither the borrowers nor the guarantors however paid any amount pursuant to the said notices of demand issued by the Special Recovery Officer within the time contemplated under Rule 107.The Special Recovery Officer thus completed the process of auction in respect of the said properties in question.

23. It is not in dispute that the Special Recovery Officer thereafter

issued notice on 10th April, 2015 to the borrowers giving option to the borrowers to deposit the said amount of Rs.7,32,000/- within 30 days and made it clear that if the said amount is not paid within the time prescribed, the auction would be confirmed as per the provisions of the said MCS Rules. The borrowers were also asked to make payment of 5% above the highest bid amount in accordance with Rule 107(13)(i) on or before 11th May, 2015 and were made clear that no complaint would be thereafter entertained by the Special Recovery Officer. The intimation of the notices were dropped in the premises of the borrowers since the borrowers were not available on several occasions. It is an admitted position that the borrowers did not make any payment under Rule 107(12) and (13) and did not apply for setting aside the sale of those properties under Rule 107(14) within the time prescribed or otherwise. In my view, the auction sale was conducted by the Special Recovery Officer in compliance with all the provisions of Rule 107 and had rightly issued sale and confirmation certificate in favour of the auction purchasers. The said auction sale attained finality. The Special Recovery Officer had also executed sale deed on 20th August, 2015 in favour of the auction purchasers.

24. The borrowers however filed revision applications on 15th April, 2015 before the learned Divisional Joint Registrar *inter-alia* praying for setting aside the auction held on 10th April, 2015. This Court in case of **Ramchandra Mulik & Anr.** (supra) has held that since the borrowers had not exercised any rights under Rule 107(13) by depositing any amount as contemplated therein and did not apply for setting aside the sale within the time contemplated under Rule 107(14)(i) of the said Rules, the borrowers could not have challenged the said sale / auction of the property in favour of the auction purchasers under section 154 and thus the Divisional Joint

Registrar could not have entertained the revision applications. The principles laid down by this Court in the said judgment in case of **Ramchandra Mulik & Anr.** (supra) squarely applies to the facts of this case. I am respectfully bound by the said judgment.

25. In my view, the process of the auction sale and issuance of the sale and confirmation certificates were even otherwise could not have been impugned in the revision applications filed under section 154 of the said Act. The revision application was thus not maintainable at all.

26. A perusal of the impugned order passed by the learned Divisional Joint Registrar indicates that he has allowed the revision application filed by the borrowers on the ground that the notice of auction was not in accordance with the provisions of section 107(11)(e). In my view, this observation of the Divisional Joint Registrar is factually incorrect. The notice of proclamation of sale was not only published by affixing a notice as contemplated under the said Rules but was also issued to the borrowers informing the time and place of sale and with the other details contemplated in the said provision. Even if there was any such alleged defect or irregularity in conducting the auction sale by the Special Recovery Officer, the borrowers having failed to file an application under Rule 107(14)(i) within 30 days from the date of sale of the immovable properties, the borrowers could not have challenged the said auction sale for the first time in the revision application on such ground. There were no allegations of fraud made by the borrowers against the said bank, auction purchasers or the Special Recovery Officer.

27. Insofar as the submission of the learned counsel for the

borrowers that the auction sale was conducted after expiry of the period of six months from the date of fixing the upset price by relying upon the provisions of Rule 107(11(d) of the said MCS Rules is concerned, it is not in dispute that the period of 12 months was substituted by six months after fixing of the upset price by the District Deputy Registrar. It is not in dispute that the upset price was fixed by the District Deputy Registrar on 28th July, 2014. The amendment to the said Rule 107(11)(d) came into effect later i.e. on 20th August, 2014 after fixing the upset price. The said amendment did not come into effect with retrospective effect. The original period of 12 months for the purpose of conducting the auction sale from the date of fixing the upset price thus applied to the sale transaction and not a period of six months. In my view, the impugned order passed by the learned Divisional Joint Registrar applying the amended provision to an earlier transaction with retrospective effect is *ex-facie* perverse and contrary to the said Rule.

28. The borrowers had admitted their liability to the bank and had requested for some time but did not make any payment. The auction purchasers have already deposited the entire amount within the time prescribed. The Special Recovery Officer has already executed the sale deeds in favour of the auction purchasers and has also confirmed the sale and has issued the confirmation certificate. In my view, even if the sale deed was executed by the Special Recovery Officer in favour of the auction purchasers on 20th August, 2015 i.e. during the pendency of the revision applications filed by the borrowers, or that the sale cum confirmation was issued on 13th July,2015, the same cannot be declared as illegal merely because the same were executed or issued during the pendency of the revision applications. There was no stay from execution of the sale deed or from issuing a sale

cum confirmation certificate in favour of the said auction purchasers.

29. I, therefore, pass the following order :-

(a) The impugned order passed by the learned Divisional Joint Registrar on 5th November, 2015 is set aside. Revision Applications No.164 of 2015, 165 of 2015 and 166 of 2015 filed by the respondent no.1 are dismissed.

(b) The Writ Petition Nos.1714 of 2016, 1718 of 2016, 1719 of 2016, 11258 of 2016, 11259 of 2016 and 11260 of 2016 are allowed. Rule is made absolute in aforesaid terms.

(c) There shall be no order as to costs.

(R.D.DHANUKA, J)