

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

WRIT PETITION (ST) NO.22354 OF 2018

Sau.Kalyani Ravindra Sapkal and Ors. .. Petitioners

V/s.

The District Deputy Registrar,
Co-operative Societies, Nashik and Ors. .. Respondents

Mr.A.Y.Sakhare with Mr.R.N.Gite for the Petitioner

Mr.A.A.Alaspurkar, A.G.P. for the Respondent nos.1, 3 and 4

Mr.S.M.Sabrad for the Respondent no.2

**CORAM: K.K. TATED &
SANDEEP K. SHINDE, JJ.**

DATED : AUGUST 29, 2018

P.C. :

1 Heard.

2 Both the counsel submit that matter is settled between Petitioner and Respondent no.2. They tendered minutes of order dated 24.08.2018.

3 Petitioner no.1, Kalyani Ravindra Sapkal on behalf of Petitioner no.2 Kalyani Education Pvt.Ltd.,a) Ravindra Gambirrao Sapkal and b)

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Kalyani Ravindra Sapkal and Petitioner no.3, Ravindra Gambirrao Sapkal as well as on behalf of Respondent no.2 Sarika Sameer Deshpande entered into the witness box. They admit the contents of the Minutes of Order dated 24.08.2018 as well as execution. Hence, same is taken on record and marked 'X' for identification.

3 Writ Petition stands disposed of in terms of minutes or order which reads thus:

“MINUTES OF ORDER

- 1) *The Petitioners have filed the present Writ Petition as being aggrieved with and dissatisfied by the order passed by the Special Recovery and Sales Officer Vishwas Co-operative Bank at 1) Exhibit-I page No.115, 2) Exhibit-J page No.116, 3) Exhibit-K page No.117, 4) Exhibit-L page No.118, 5) Exhibit-M page No.119, 6) Exhibit-N page No.120, 7) Exhibit-O page No.121 and 8) Exhibit-P page No.122 of Writ Petition.*
- 2) *The Petitioners undertake that they shall deposit the amount of Rs.1,74,81,054/- (One Crore Seventy Four Lakhs Eighty One Thousand and Fifty Four only) against the total outstanding of three loans Rs. 4,98,19,116/- (Four Crore Ninety Eight Lakhs Nineteen Thousand One Hundred Sixteen only) plus (Int. + Surcharge) on or before 30th September 2018. Out of which the Petitioners agree and undertake to pay amount of Rs.40,00,000/- (Rupees Forty Lakhs only) within two weeks from the date of the order.*
- 3) *It is agreed that on receipt of Rs.40,00,000/- (Rupees Forty Lakhs only) by the Respondent No.2 Bank, it will withdraw the attachment in respect of the following Current and Savings Account belonging to the Petitioners.*

Sr. No.	Name of Account Holder	Type of Account	Account No.	Bank
1.	Mr.Ravindra Gambhirao Sapkal	Saving A/c	113710100033014	Aandra Bank Nashik
2.	Mr.Ravindra Gambhirao Sapkal	Saving A/c	50642010052582	Syndicate Bank Worli, Sea face Worli

3.	Mr.Ravindra Gambhirao Sapkal	Saving A/c	060010100390590	Axis Bank Worli, Mumbai
4.	Mrs.Kalyani Ravindra Sapkal	Saving A/c	113710100036143	Aandra Bank Nashik
5.	Mrs.Kalyani Ravindra Sapkal	Saving A/c	50642010050628	Syndicate Bank Worli, Sea face Worli
6.	Mrs.Kalyani Ravindra Sapkal	Saving A/c	00801000057153	H.D.F.C. Bank, Worli Sea face
7.	Mrs.Kalyani Ravindra Sapkal	Saving A/c	060010100390583	Axis Bank Worli, Mumbai
8.	Mrs.Kalyani Ravindra Sapkal	Saving A/c	913010052577341	Axis Bank Worli, Mumbai
9.	Mrs.Kalyani Ravindra Sapkal	Current A/c	1070415	The Maharashtra State Co-Op. Bank Ltd. Nariman Point, Mumbai
10.	Kalyani Education Pvt. Ltd.	Current A/c	113711100001839	Aandra Bank Nashik

The Respondent No.2 will inform the respective banks regarding withdrawal of seizure of above bank accounts within two working days of receipt of Rs.40,00,000/- (Rupees Forty Lakhs only).

- 4) *The Respondent No.2 Bank will withdraw letter dated 22nd May, 2018 (Exhibit-Q Page No.123) given to the Superintendent of Police (Rural), Nashik and will not obstruct the Petitioners from plying the vehicle.*
- 5) *It is agreed that on payment of total Rs.1,74,81,054/- (One Crore Seventy Four Lakhs Eighty One Thousand And Fifty Four only) on or before 30th September 2018 by the Petitioner to the Respondent No.2 Bank agrees for setting aside orders passed at 1) Exhibit-I page No.115, 2) Exhibit-J page No.116, 3) Exhibit-K page No.117, 4) Exhibit-L page No.118, 5) Exhibit-M page No.119, 6) Exhibit-N page No.120, 7) Exhibit-O page No.121 and 8) Exhibit-P page No.122 of Writ Petition. The Petitioners undertake that they shall not create any third party right, title or interest in respect of the properties attached vide orders annexed at 1) Exhibit-I page No.115, 2) Exhibit-J page No.116, 3) Exhibit-K page No.117, 4) Exhibit-L page No.118, 5) Exhibit-M page No.119, 6) Exhibit-N page No.120, 7) Exhibit-O page No.121 and 8) Exhibit-P page No.122 to the Writ Petition till the entire outstanding amount is paid.*
- 6) *It is hereby agreed between the parties on receipt of Rs.1,74,81,054/- (One Crore Seventy Four Lakhs Eighty One Thousand And Fifty Four only) by the Respondent No.2 Bank and on receipt of the first*

instalment, the Respondent No.2 Bank shall regularise all the three loans accounts and the Petitioners agree and undertake for payment of remaining total outstanding amount of loan account on due date without any default. If the Petitioners make any two consecutive default in making payment of the instalments towards the three loans, the orders referred to hereinabove and annexed to the writ petition at:- 1) Exhibit-I page No.115, 2) Exhibit-J page No.116, 3) Exhibit-K page No.117, 4) Exhibit-L page No.118, 5) Exhibit-M page No.119, 6) Exhibit-N page No.120, 7) Exhibit-O page No.121 and 8) Exhibit-P page No.122 shall stand revived and the Respondent No.2 Bank will be at liberty to take appropriate legal steps. Similarly, the Respondent No.2 Bank will be at liberty to seize the aforesaid current and saving accounts referred to in para 3 of the consent terms.”

- 4 No order as to costs.
- 5 Undertaking given by the parties is accepted.

(SANDEEP K. SHINDE, J.)

(K.K. TATED, J.)