

IN THE HIGH COURT OF JUDICATURE OF BOMBAY
BENCH AT AURANGABAD

WRIT PETITION NO.3362 OF 1997

Nagar Urban Co-operative Bank Ltd.,
Ahmednagar, through its
General Manager.

Petitioner

Versus

01 Mrs.Lata Popatlal Gundecha,
age: major, R/o Tatti Darwaja,
Khatade Galli Wada, Ahmednagar.

02 Ashvin Bhogilal Nayani,
age: major, R/o Parapatti,
Ahmednagar.

03 Champalal Ratanchand Gundecha,
age: major, R/o Tapidas Galli,
Adat Bazar, Ahmednagar.

Respondents

Mr.L.V.Sangit, Advocate for the petitioner.
Mr.P.K.Palve, Advocate for the Respondent No.1.
Respondents No.2 and 3 served.

CORAM : RAVINDRA V. GHUGE, J.

DATE : 18/07/2019

ORAL JUDGMENT :

1 The learned Counsel for the petitioner points out that the petitioner – Bank has challenged the judgment of the Co-operative Appellate Court, by which Appeal No.104 of 1991, filed by the 1st

Respondent has been partly allowed vide the impugned judgment dated 03.08.1995, by which the recoverable amount along with interest, has been altered. This entire amount was to be paid in 10 equal monthly instalments and the first instalment was to be paid on 10.10.1995.

2 He further submits that the petitioner preferred this petition on 19.02.1996. This Court has not granted any interim relief. He is unaware as to whether the entire amount has been paid by Respondent No.1 to the petitioner – Bank. The learned advocate for the Respondent No.1 submits that he does not have instructions as to whether she has repaid the amount and implemented the impugned order.

3 Respondents No.2 and 3 have not caused an appearance despite having been served by the Court notice.

4 This litigation dates back to 1987, which is almost 32 years old. The Co-operative Court allowed the Dispute raised by the petitioner-Bank and had directed Respondents No.1 to 3 to pay, jointly and severally, a sum of Rs.83,186.50 with interest @ 17.5% p.a. up to 31.03.1987 and @ 16.5% p.a. from 01.04.1987. The said

amount was to be paid in 10 equal monthly instalments.

5 Respondent No.1 appealed before the Co-operative Appellate Court, which enhanced the amount to Rs.85,918.30 and without interfering with the direction to pay interest @ 17.5% p.a. up to 31.03.1987, directed the interest @ 16.5% p.a. from 15.07.1987 instead of 01.04.1987.

6 Considering the above, upon noting the submissions of the learned advocates and upon going through the impugned judgment of the Co-operative Appellate Court, I find that the appellate Court has granted the same interest component from 15.07.1987 instead of 01.04.1987. This is hardly any loss caused to the petitioner – Bank and I find that for such a minor issue the writ jurisdiction of this Court need not be exercised after a passage of 24 years.

7 In these circumstances, this petition is disposed off. Rule is discharged.

8 In the event, the Respondent No.1 or her legal representatives or assignees owe any amount towards the petitioner – Bank, originating from the said Dispute, the Bank would be at liberty to take recourse to a remedy, as may be permissible in law.

(**RAVINDRA V. GHUGE, J.**)

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