

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION STAMP NO.30842 OF 2019

Ravindra D. Pawar & Anr.

..Petitioners

Versus

The Manager,

GIC Housing Finance Ltd. & Anr.

..Respondents

Mr. Rohan H. Barge, Advocate for the Petitioners.

Ms. Dimple Tejani i/by Sanjay Anabhawane, Advocate for
Respondent No.1.

Mr. K. S. Thorat, AGP for Respondent No.2 – State.

CORAM : PRADEEP NANDRAJOG, C.J. &

SMT. BHARATI DANGRE, J.

DATE : 17th DECEMBER, 2019

P.C.

1] The Petitioners and the 1st Respondent have been
entangled in a time warp.

2] The Petitioners took a home loan in sum of ₹ 18.5 Lakhs
from the 1st Respondent which was repayable in 156 equate monthly
installments. The home loan carried the interest at the rate agreed
between the parties. Flat bearing No.VS-02/12/A-2 (at some places
mentioned as “A-5”) on the ground floor of Plot No.3, Sector No.9,
Vashi, Navi Mumbai was offered as security.

3] The 1st Respondent proceeded to enforce the security

under SARFAESI. The Petitioners filed SA No.44 of 2016 in which the sale of the flat was prohibited by learned DRT-III, Mumbai upon a compromise recorded that the Petitioners would deposit ₹ 3 Lakhs on the dates mentioned in the order and thereafter the parties would try to reschedule the loan. The Petitioners could not reschedule the loan but desired a settlement for a private sale of the flat on the reasoning that the value of the flat was much more than the outstanding dues.

4] It is at this stage, the parties have got caught in the time warp. On 21.04.2017 the Navi Mumbai Municipal Corporation has served a notice on all the occupants of the building, including the Petitioners, informing that the entire building, which includes the secured flat, has been rendered dangerous and should be vacated.

5] The building is on the plot of land owned by CIDCO and as per the law in the State of Maharashtra the building needs to be redeveloped and therefore CIDCO has issued a notice on 03.08.2018 informing all occupants of the building not to transfer the properties except for purposes of redevelopment. Why CIDCO has done so is obvious. The occupation of the flats in the building needs to be frozen so that a collective body of persons can decide on the terms of redevelopment.

6] Thus, neither the Petitioners can sell the flat nor the 1st Respondent can sell the flat.

7] Declaring that in view of the notices issued by the Municipal Corporation, Navi Mumbai and CIDCO the secured asset cannot be sold, we dispose of the Petition hoping that the Petitioners and the 1st Respondent sort out the issue.

8] No costs.

SMT. BHARATI DANGRE, J

CHIEF JUSTICE

Balaji
G.
Panchal

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