

Sharayu Khot.

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

WRIT PETITION (L) NO. 880 OF 2019

Vinayak V. Govilkar & Anr.

...Petitioners

Versus

**The Branch Manager,
Dewan Housing Finance Corporation
Limited (DHFL)**

...Respondent

Mr. Dilip Shukla, a/w Mr. Bhati, for the Petitioners.

Mr. R.L. Motwani, for the Respondent.

**CORAM : A.A. SAYED &
R.I. CHAGLA, JJ.**

DATE : 19 March 2019

ORDER :

1. The Petitioners have filed an Undertaking before this Court. Paragraphs 3, 3(a) and 4 of the same read thus:-

- “3) We “*UNDERTAKE*” to this Hon'ble Court that we shall handover the quite, vacant and peaceful possession of the Said Flat to the Respondent on 15/04/2019, however we respectfully pray to this Hon'ble Court that our contention of Regularising the Loan Accounts with the Respondent Bank may be kept open so as to enable ourselves to deposit the amount of Rs. 14,55,000/- and in the event if we are able to deposit the said amount of Rs. 14,55,000/- then in such circumstances it is prayed to this Hon'ble Court that we may be allowed to stay/occupy/possess the Said Flat without any interference from the Respondent.
- 3a) We say that the present undertaking shall be binding on us and we shall not seek further time to “*VACATE*” the Said Flat if we are unable to deposit the amount of Rs. 14,55,000/- with the Respondent. We further pray that the above arrangement shall be without prejudice of our rights to *APPROACH* Respondent with the proposal of *OTS/FORECLOSURE* of the Loan Accounts as involved in the above petition.
- 4) We pray that the aforesaid “*UNDERTAKING*” may

be accepted by this Hon'ble Court.”

2. We accept the Undertaking. It is made clear that it will be open for the Petitioners to settle the matter with the Respondent-Bank before 15th April 2019, if they do not want to vacate the flat in question.

3. The Petition to stand disposed of.

[R.I. CHAGLA, J.]

[A.A. SAYED, J.]