**IN THE HIGH COURT OF JUDICATURE AT BOMBAY,**
**NAGPUR BENCH, AT NAGPUR.**

**SECOND APPEAL NO. 301 OF 2014**
(Bhojrao s/o Vishwasrao Jawalkar and another ..vs.. M.S.F.C. and another)
WITH
**CIVIL APPLICATION (CAF) NO.2987 OF 2014**
**IN**
**FIRST APPEAL (STAMP) NO.8868 OF 2014**
(Bhojrao s/o Vishwasrao Jawalkar ..vs.. M.S.F.C. and another)

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| Office Notes, Office Memoranda of Coram, appearances, Court's orders of directions and Registrar's orders | Court's or Judge's orders |
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Shri S.C. Bhalerao, Counsel for the appellants,
Shri S.V. Sohoni, Counsel for respondent 1.

**CORAM : ROHIT B. DEO, J.**
**DATED : 29-04-2019**

The plaintiffs in Regular Civil Suit 6/2003 sought declaration that the plaintiffs are not the guarantors of the loan advanced by defendant 1-MSFC to defendant 2-Omprakash Yerawar and consequential injunction which suit is dismissed by the 2nd Joint Civil Judge (Junior Division), Yavatmal, by judgment and decree dated 29-7-2005. The plaintiffs preferred Regular Civil Appeal 36/2005 which is dismissed by judgment and decree dated 18-12-2013.

2. The plaintiffs contended that although the deed of guarantee and other documents bear their signatures, the plaintiffs did not intend to be guarantors and the signatures were made only to identify the borrower. This contention is rejected by the Courts below. The

concurrent findings of fact recorded by the Courts below are binding on this Court since no perversity is demonstrated.

3. Second Appeal 301/2004 is dismissed.

4. In so far as Civil Application 2987/2014 in First Appeal (Stamp) No.8868/2014 is concerned, the challenge in the appeal is to the order dated 18-12-2013 in M.J.C. 36/2003 which are proceedings instituted by MSFC under Section 31(1)(aa) of the State Financial Corporations Act, 1951.

5. The application is allowed and the non-applicant, who is appellant herein, is directed to pay amount of Rs.4,45,780/- alongwith interest at the rate of 23.5% per annum. The MSFC has filed on record praecipe in Second Appeal 301/2014 expressing willingness to charge interest at the rate of 15% per annum.

6. In view of the praecipe dated 29-4-2019, and it must be recorded that the said gesture was made in view of a specific query put by this Court, the order dated 18-12-2013 is modified to the limited extent that instead of 23.5% per annum, the interest shall be charged at 15% per annum. Rest of the order is affirmed.

**JUDGE**

*adgokar*