

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH : NAGPUR

C.A.W. NO.2370/2018

IN

WRIT PETITION NO.87/2015

Dattatraya S/o Vishnu Rane and others

..Vs..

State of Maharashtra and others

Office Notes, Office Memoranda of Coram,
appearances, Court's orders of directions
and Registrar's orders

Court's or Judge's orders

Shri Amit Khare, Advocate for the petitioners.

Ms. T.A. Khan, A.G.P. for respondent Nos.1, 2 and 4.

Shri S.S. Ghate, Advocate for respondent No.5.

Shri Sunil V. Manohar, Senior Advocate with Shri S. Khedkar, Advocate
for respondent Nos.15, 16 and 17.

CORAM : Z.A. HAQ, J.

DATE : 7.1.2019.

On 14th January 2015, while issuing notice, this Court directed that any alienation of properties by respondent Nos.6 to 19 shall be subject to further orders of the Court. On 15th June 2015, Rule is issued and interim order granted by this Court on 14th January, 2015 is continued.

This application is filed by the respondent Nos.15, 16 and 17 (daughters of Shri Eknath Hawre who was Director of the respondent No.5 - Bank) praying that they be permitted to execute the sale-deed in respect of plot No.83 in Civil Station Extension Scheme of Mouja Pandhrabodi which is subject matter of the alleged agreement to sale placed on record as document No.3 at page No.13 of this civil application. According to the

respondent Nos.15 to 17, the restraint order came to be passed by this Court in view of the allegations made by the petitioner that individual liability of the Directors of respondent No.5 - Bank should be determined. It is submitted that if the contention of the petitioner is to be accepted, the liability of Shri Eknath Hawre, who has died, may be about Rs.4,83,000,00/-. It is submitted that as per the agreement to sale, the plot No.83 referred above is to be sold for Rs.2,25,000,00/- out of which respondent Nos.15 to 17 have received Rs.60,000,00/- at the time of execution of agreement to sale in 2014 and it is not possible for them to deposit that amount, however, the amount of Rs.1,65,000,00/- which the respondent Nos.15 to 17 would be receiving at the time of execution of the sale-deed, would be deposited with the respondent No.5 - Bank, this deposit being without prejudice to the rights and contentions of respondent Nos.15 to 17 and subject to further orders that may be passed by this Court in the matter.

Considering the facts of the case, the following order is passed:

If the amount of Rs.1,65,000,00/- is deposited with the respondent No.5 - Bank, the respondent Nos.15 to 17 are permitted to execute the sale-deed of plot No.83 as described in the agreement to sale referred earlier, to Shri Pradip Sohale and Sou. Vrunda Vikas Thakre who are parties to the agreement dated 25th November, 2014 referred above.

The respondents shall ensure that amount of

Rs.1,65,000,00/- is deposited with the respondent No.5 - Bank and the respondent No.5 - Bank shall file an affidavit to that effect before this Court. After this process is completed, the Liquidator appointed on the respondent No.5 - Bank shall issue a no objection certificate for execution of the sale-deed in respect of plot No.83 referred earlier and then the sale-deed can be executed. It is clarified that the sale-deed shall not be executed unless no objection certificate given by the Liquidator appointed on the respondent No.5 - Bank is annexed to the draft of the sale-deed.

The prayer made on behalf of the respondent Nos.15 to 17 for permission to sale the other property i.e. plot situated at City Survey No.1891, N.M.C. House No.3491 is not considered at this stage.

The civil application is **disposed** in the above terms. In the circumstances, the parties to bear their own costs.

The order dated 14th January, 2015 and continued on 15th June, 2015 stands modified and the respondents are restrained from alienating any other property without seeking prior permission from this Court.

JUDGE