

HON'BLE SRI JUSTICE M.S.RAMACHANDRA RAO

I.A.No.1 of 2019 in/and W.P. No.27827 of 2018

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I.A.Nos.2 and 3 of 2019 in/and W.P.No.59 of 2019

And

Suo Motu Contempt Case No.77 of 2019

COMMON ORDER:

Since all these three cases arise between the same parties, they are being disposed of by this common order.

2. The Kalyan Cooperative Urban Bank Limited (herein after referred to as “the Bank”) is a Cooperative Bank constituted under the Telangana Co-operative Societies Act, 1964 (for short “the Act”) and is presently under liquidation.

3. The Deputy Registrar of Cooperative Societies, Golconda Division is the liquidator of the said Bank.

4. One P.Uday Kumar, K.Naveen Kumar, P.Uma Shankar, K.Indira Devi and K.P.V. Subbaiah were the borrowers from the Bank prior to 2003.

5. The loans to the borrowers had been guaranteed by M/s.Sri Sai Construction & Engineering Company through mortgage of the land situated in Sy.No.230 of Manchirevula village. These mortgages are in respect of Ac.5.00 gts covered by a regd sale deed No. 12049/1990 and another extent of Ac.5.00 gts covered by a regd sale deed No. 12050/1990.

6. The borrowers had committed default in repaying the loans borrowed by them from the Bank.

7. The Bank filed Arbitration cases against them under Section 61 of the Act and awards were passed in Case No.139/03/CUB dt.15-04-2003 and Case No.129/03/CUB dt.15-04-2003.

8. Execution Petition Nos.90/03 and 93/03 were filed by the Bank for executing the said awards.

9. In the course of execution of the awards in the said E.Ps., the 1st petitioner M/s.Abid Abedi & Associates purchased Ac.5.00 on 13-11-2003 in the public auction conducted by the Bank for Rs.29,30,500/- and a sale certificate dt.18-3-2004 was issued to the 1st petitioner under Rule 52(14)(v) of the Rules framed under the Act and the 1st petitioner was in possession of the land.

10. According to the petitioners, the 1st petitioner also purchased another extent of Ac.1.00 in the same survey number under a registered sale deed No.6774 of 2002 dt.16-08-2002 directly from the Bank itself for Rs.5,00,000/-; the 2nd petitioner purchased Ac.0.20 gts in the same survey number from the Bank under registered sale deed Doc.No.7377 of 2002 dt.02-09-2002 and another extent of Ac.0.20 gts in the same survey number on the same day under registered sale deed Doc.No.7378 of 2002; and the 3rd petitioner purchased Ac.3.00 in the said survey number under sale deed

dt.16-08-2002 being Doc.No.7007 of 2002 directly from the Bank. Petitioners also claimed to be in possession of the said land totaling Ac.5.00 gts purchased by them. For all these transactions consideration was received by the Bank.

THE DISPUTE IN THE W.P.NO.27827 OF 2018

11. The Deputy Registrar of Cooperative Societies, Golconda Division brought to sale Ac.5.00 of land in Sy.No.230 of Manchireveula village under a sale notice dt.10-12-2012 proposing to conduct auction of the same for recovery of amounts due to the Bank.

12. The 1st petitioner questioned it in W.P.No.38870 of 2012. Initially, this Court passed an interim order on 18-12-2012 directing that the auction may go on but no further steps would be taken. The said Writ Petition was ultimately disposed of on 25-03-2013 after observing that petitioner had paid the entire amount after filing of the Writ Petition and hence no further adjudication is necessary.

13. Deputy Registrar of Cooperative Societies, Golconda Division again notified Ac.5.00 in Sy.No.230 towards loan due from the same borrowers vide notice dt.05-07-2018 in E.P.No.177/03-CUB purported to have been issued under Rule 52(11)(e) of the Rules framed under the Act.

14. Questioning the same, the petitioners filed W.P.No.27827 of 2018 contending that having sold away the property notified for sale under registered sale deeds to the petitioners, it was

not open to the Bank or its liquidator to auction the same land towards recovery of the amounts allegedly due to the Bank and that the Bank is precluded from proceeding against the same land which has become the property of the petitioner under the above referred sale deeds and the sale notification dt.5-7-2018 is bad in law.

15. The Writ Petition was admitted on 07-08-2018 and an interim order was granted in I.A.No.1 of 2018 staying all further proceedings pursuant to notice of sale issued by the Deputy Registrar of Cooperative Societies on 05-07-2018 in E.P.No.177/03-CUB for the sale of Ac.5.00 in Sy.No.230 of Manchirevula village pending disposal of the Writ Petition on the ground that the property which is subject matter of sale had already been purchased by petitioners and a certificate of sale dt.18-03-2004 had also been issued in their favour by the Divisional Cooperative Officer, Golconda Division.

THE DISPUTE IN W.P.NO.59 OF 2019 AND THE CONTEMPT CASE NO.77 OF 2019

16. While the said Writ Petition was pending, the Deputy Registrar of Cooperative Societies issued another notice dt.04-11-2018 seeking to bring to sale again Ac.5.00 of land situated in Sy.No.230 of Manchirevula village in E.P.No.89/03-CUB ignoring the order dt.07-08-2018 in I.A.No.27827 of 2018.

17. Challenging the same, petitioners filed W.P.No.59 of 2019.

18. Since *prima facie* the Court felt that this amounted to Contempt of the interim order dt.07-08-2018 passed in I.A.No.1 of 2018 in W.P.No.27827 of 2018, *suo motu* Contempt notice was issued to the Deputy Registrar to show cause why proceedings for Contempt of Court shall not be initiated against her for violating the above order, on 03-01-2019, and also granted interim stay of all further proceedings pursuant to sale notice dt.04-11-2018 in E.P.No.89/03-CUB.

19. The *suo motu* Contempt case was numbered as CC No.77 of 2019.

THE VACATE STAY APPLICATIONS IN BOTH W.PS

20. Thereafter in W.P.No.27287 of 2018, the State of Telangana, represented by its Principal Secretary, Department of Agriculture and Cooperation, Hyderabad (1st respondent), the Deputy Registrar of Cooperative Societies, Golconda Division (2nd respondent) (**for short ‘the Deputy Registrar’**), the Commissioner for Cooperation and Registrar of Cooperative Societies, Government of Telangana (3rd respondent) and the Deputy Registrar, Golconda Division filed I.A.No.1 of 2019 on 27-02-2019 to vacate the interim order passed in I.A.No.1 of 2018 in W.P.No.27827 of 2018 on 07-08-2018.

21. They also filed I.A.No.2 of 2019 to vacate the interim order dt.03-01-2019 in I.A.No.1 of 2019 in W.P.No.59 of 2019.

22. The Bank also filed I.A.No.3 of 2019 to vacate the order dt.03-01-2019 in W.P.No.59 of 2019.

CONTENTIONS OF THE RESPONDENTS IN THE W.PS AND CC

23. It is the contention of the learned Government Pleader for Cooperation appearing for the vacate stay petitioners/respondent Nos.1 to 4 in both the Writ Petitions as well as respondent in *Suo Motu* Contempt case that no illegality was committed by the Deputy Registrar in issuing both the sale notices dt.05-07-2018 in E.P.No.177/03-CUB and 04-11-2018 in E.P.No.89/03-CUB.

24. According to them, the mortgager M/s.Sri Sai Ram Construction & Engineering Company, which had stood as guarantor for the lands of the above mentioned borrowers, had mortgaged to the Bank, Ac.5.00 in Sy.No.230 covered by registered sale deed Doc.No.12050/1990 dt.12-09-1990 and the sale conducted by the Sale Officer in public auction wherein the 1st petitioner purchased under the sale certificate dt.18-03-2004 issued by the Divisional Co-operative Officer, is the property covered by the said document Doc.No.12050/1990.

25. According to them, there was another extent of Ac.5.00 in Sy.No.230 of Manchirevula village covered by a different sale deed being Doc.No.12049/1990 dt.12-09-1990 also belonging to the same guarantor which was mortgaged for the same loans taken from the Bank by the above referred borrowers; that there was an attempt to

sell the said land through public auction on 25-08-2004 and thereafter the auction did not proceed further because of low bids and *status quo* order passed by the Government on 27-01-2009; and it is that land which was notified by the Deputy Registrar for sale under the sale notices dt.5-7-2018 and 4-11-2018. So it is contended that the property which is now put to sale under sale notices dt.05-07-2018 and 04-11-2018 by the Deputy Registrar is the property covered by Doc.No.12049/1990 and it is not the property purchased by 1st petitioner under sale certificate dt.18-03-2004 and it is a different extent of Ac.5.00 gts.

26. According to the learned Government Pleader for Cooperation, a sale notice was given on 31-08-2009, but the 1st petitioner challenged it in W.P.No.21450 of 2009 and this Court directed the auction to go on but not to finalise for six weeks.

27. According to the respondents, auction notice again was issued on 25-06-2010, which was questioned by 1st petitioner in C.T.A.No.38 of 2010 before the Co-operative Tribunal, Hyderabad; that the said Tribunal, by order dt.08-10-2010, remanded the matter to the Sale Officer directing him to enquire into the matter by giving opportunity to both parties according to law; that the Sale Officer then gave opportunity and heard both parties and dismissed the Claim Petition No.01/2010 filed by 1st petitioner by order dt.19-10-2012 and that the said order has become final and binding on 1st petitioner.

28. It is contended that thereafter the property was again put to auction, but no bidders participated and on that count, W.P.No.21450 of 2009 was dismissed on 23-02-2015 as infructuous.

29. It is further contended that the Deputy Registrar, who had filed a counter-affidavit in Writ Petitions and in the Contempt Case had been appointed as such on 02-05-2018; that the interim order passed by this Court on 07-08-2018 in I.A.No.1 of 2018 in W.P.No.27827 of 2018 was received by the Office of the 2nd respondent on 23-08-2018; that the said Officer was also appointed as Nodal Officer for Hyderabad District for the Assembly Elections of the State of Telangana by order dt.27-10-2018 and she worked as such till 16-12-2018; that the Sale Officer as well as the Liquidator of the Bank did not have knowledge of the interim stay granted by this Court on 07-08-2018 in I.A.No.1 of 2018 in W.P.No.27827 of 2018; and inadvertently, when the papers were put before the Deputy Registrar, who was busy in Election work, she signed the sale notice dt.04-11-2018 by over sight and there was no willful disobedience of the order passed by this Court.

30. Reference is also made to W.P.No.4606 of 2018 filed in this Court by certain third parties wherein they had sought stay of proceedings of auction of the same property and an interim order passed on 12-02-2018 therein directing the auction to go on but not to finalize the same.

31. Learned counsel for the Bank adopted the said contentions of the learned Government Pleader for Cooperation in all the matters.

REPLY CONTENTIONS OF THE PETITIONERS

32. Reply affidavit was filed by 1st petitioner in W.P.No.27827 of 2018 pointing out that the learned Government Pleader for Cooperation and the learned counsel for the Bank were trying to create a confusion by contending that there are two separate extents of land of Ac.5.00 each covered under sale deed Nos.12049/1990 and 12050/1990 and that the land brought to auction from time to time is different from the land purchased by 1st petitioner in E.P.Nos.90 of 2003 and 93 of 2003 under sale certificate dt.18-03-2004.

33. It is alleged that under these two sale deeds, vendors had sold two separate extents of Ac.5.00 of land in Sy.No.230 in favour of Sri Sai Ram Constructions and Engineering Company; out of the same, petitioners had purchased Ac.5.00 of land under four sale deeds pertaining to the land covered under sale deed Doc.No..12050/1990, which is not the subject matter of the Writ Petitions; and though sale certificate issued to the 1st petitioner on 18-03-2004 in respect of Ac.5.00 of land purchased by 1st petitioner did not referred to any link document, the land transferred to the petitioner under that sale deed is nothing but the land covered by sale deed Doc.No.12049/1990.

34. It is stated that the order passed by the Sale Officer after remand by the Cooperative Tribunal in C.T.A.No.38 of 2010 is erroneous and that he had refused to examine the four different sale deeds executed by the Bank in favour of petitioners.

35. It is also contended that petitioners have nothing to do with W.P.No.4606 of 2016.

36. It is contended that the plea of the Deputy Registrar that she inadvertently signed the sale notice dt.04-11-2018 cannot be accepted since she is expected to look into the file before doing so and she had willfully violated the order dt.07-08-2018 in W.P.No.28427 of 2018.

THE CONSIDERATION BY THE COURT

37. I have noted the contentions of the parties.

38. From the facts narrated above, it is clear that the Bank had obtained awards under Section 61 of the Act in Case No.139/03/CUB dt.15-04-2003 and Case No.129/03/CUB dt.15-04-2003 against its borrowers P.Uday Kumar etc; that E.P.Nos.90 of 2003 and 93 of 2003 were filed to realize the amounts covered by the said Awards from the borrowers and the guarantor M/s.Sri Sai Constructions and Engineering Company which had created mortgage in favour of the Bank of the land in Sy.No.230 of Manchirevula village; that a public auction was conducted on 13-11-2003 of the said land and a sale certificate was issued under Rule 52(14)(v) of the Act

by the Divisional Cooperative Officer, Golconda Division after receiving Rs.29,30,500/- on 18-03-2004 in favour of the 1st petitioner of the extent of Ac.5.00 in Sy.No.230 covered with boundaries:

“North : Owners land

South : Government land

East : Owners land

West : land belonging to Sri Kalicharan”

39. This transaction is not disputed by the respondents including the Dy. Registrar of Cooperative Societies, Golconda Division.

40. Admittedly, the sale certificate dt.18-03-2004 issued to the 1st petitioner for the Ac.5.00 in Sy.No.230 made no reference in its body to the link document for the land which was conveyed to 1st petitioner.

41. If one notices the boundaries of the Ac.5.00 of land notified for sale under the sale notices dt.5-07-2018 and 04-11-2018, it is noticed that the Dy. Registrar of Cooperative Societies, Golconda Division has put the land covered by the same boundaries in respect of the Ac.5.00 sold to the 1st petitioner on 13-11-2003 under the sale certificate dt.18-03-2004 which are mentioned above in para 38.

42. To a pointed question put by the Court to the learned Government Pleader for Cooperation and the learned counsel for the Bank whether it is possible that there can be two separate parcels of land of the same extent in the same survey number between the same

boundaries in the same village, there was no satisfactory answer. In the opinion of the Court, it is impossible.

43. Therefore the plea of the learned Government Pleader for Cooperation and the learned counsel for the Bank that the land being put to sale in the above sale notices dt.05-07-2018 and 04-11-2018 is different from the land sold to the 1st petitioner under the sale certificate dt.18-03-2004, cannot be accepted.

44. Moreover, Rule 52(14)(v) of the Rules framed under the Act states that a sale certificate issued under the Rules by the Registrar is *conclusive evidence* of the fact of the purchase, in all Courts and Tribunals, where it may be necessary to prove it. This legal position is not disputed by the learned Government Pleader for Cooperation and the learned counsel for the Bank.

45. When nobody in fact has questioned the said sale certificate dt.18-03-2004 issued in favour of the 1st petitioner *and* nobody could have questioned it in view of Rule 52(15)(v) of the Rules, and when the 1st petitioner thus has undisputed title and possession of the said land, the respondents cannot again sell it by the sale notices dt.5.7.2018 and 4.11.2018 to others.

46. The respondents cannot dispute the title of the 1st petitioner for the said land relying on the order dt.19-10-2012 of the Sale Officer in Claim Petition No.1 of 2010 made pursuant to the remand order dt.08-10-2010 in C.T.A. No.38 of 2010 of the

Cooperative Tribunal. It is obvious that the Sale Officer without considering the above Rule rejected the Claim Petition erroneously.

47. I hold that that respondents cannot be permitted to sell under the sale notices dt.05-07-2018 and 04-11-2018, the land of Ac.5.00 gts already sold to 1st petitioner under the sale certificate dt.18-3-2004 issued by the Divisional Co-operative Officer and the respondents are trying to play fraud on the 1st petitioner and this court by trying to do so.

48. As stated above the petitioners had purchased directly from the bank another extent of Ac.5.00 gts in Sy.No.230 under 4 regd.sale deeds viz.

- (i) Doc.No.6774 of 2002 in favour of Mr.Abid Abedi shows that an extent of Ac.1.00 of land in Sy.No.230,
- (ii) Doc.No.7007/2002 in favour of 3rd petitioner in respect of Ac.3.00 in Sy.No.230,
- (iii) Doc.No.7377/2002 dt.02-09-2002 for Ac.0.20 gts in favour of 2nd petitioner ,and
- (iv) Doc.No.7378/2002 dt.02-09-2002 for another Ac.0.20 gts in favour of 2nd petitioner.

49. A reading of all these 4 sale deeds executed by the Bank shows that the Bank conveyed to them different portions of land of Ac.5.00 gts covered by i.e. Doc.No.12050/1990 dt.14-09-1990, the

other sale deed under which the guarantor M/s.Sri Sai Construction & Engineering Company purchased the other Ac.5.00 gts and mortgaged to the Bank for the loans granted by it to the above referred borrowers.

50. This proves that the Bank itself had sold land covered by Doc.Nos.12050/1990 directly to the three petitioners under the above 4 sale deeds.

51. So the Bank and the Deputy Registrar cannot now contend that land covered by Doc.Nos.12050/1990 of Ac.5.00gts was sold in the public auction by the Divisional Co-operative officer to 1st petitioner for which sale certificate dt.18-3-2004 was issued to the 1st petitioner.

52. The respondents cannot also be permitted to take advantage of the absence in the sale certificate dt.18-3-2004 of a reference to the link document, rely on a hand written endorsement on *their* office copy of the sale certificate dt.18-03-2004 referring to sale deed doc.No.12050 of 1990, and seek to contend that only land covered by that sale deed was conveyed to the 1st petitioner under the sale certificate dt.18-03-2004.

53. Since the Bank cannot sell the Ac.5.00 gts covered by the 4 sale deeds (link document no.12050/1990) again to the 1st petitioner under the sale certificate dt.18-3-2004, it follows that what was sold to the 1st petitioner under the sale certificate dt.18-03-2004 is the land of

Ac.5.00 gts covered by the link document No.12049/1990, though the sale certificate did not refer to the said link document.

54. Having collected consideration for the Ac.5.00 gts covered by the 4 regd. sale deeds as well as for the land transferred under the sale certificate dt.18-03-2004, the Bank cannot seek to unjustly enrich itself by again selling the already alienated land and defraud the petitioners.

55. In my considered opinion, the Bank and the Deputy Registrar are deliberately trying to mislead the Court and tried to play fraud on it by contending that land covered by link document No.12049/1990 was not sold to anybody and the said land is now being put to sale under the impugned sale notices. This cannot be permitted.

56. The plea of the learned Government Pleader and learned counsel for the Bank Counsel that petitioners had played fraud on the respondents is rejected. From the above facts it is proved that in fact the respondents are attempting to play fraud on the petitioners by reselling to 3rd parties lands already sold to the petitioners and the petitioners are entitled to prevent the perpetration of this fraud by the respondents.

57. In my considered opinion, the actions of the Bank in executing the above 4 sale deeds and the action of the Divisional Co-

operative Officer in executing the sale certificate dt.18-3-2004 create an estoppel against the respondents.

58. In **Monnet Ispat & Energy Ltd. v. Union of India**¹, the Supreme Court held :

“82.1. Where one party has by his words or conduct made to the other a clear and unequivocal promise which is intended to create legal relations or affect a legal relationship to arise in the future, knowing or intending that it would be acted upon by the other party to whom the promise is made and it is, in fact, so acted upon by the other party, the promise would be binding on the party making it and he would not be entitled to go back upon it, if it would be inequitable to allow him to do so having regard to the dealings which have taken place between the parties, and this would be so irrespective of whether there is any pre-existing relationship between the parties or not.

182.2. The doctrine of promissory estoppel may be applied against the Government where the interest of justice, morality and common fairness dictate such a course. The doctrine is applicable against the State even in its governmental, public or sovereign capacity where it is necessary to prevent fraud or manifest injustice. However, the Government or even a private party under the doctrine of promissory estoppel cannot be asked to do an act prohibited in law. The nature and function which the Government discharges is not very relevant. The Government is subject to the rule of promissory estoppel and if the essential ingredients of this doctrine are satisfied, the Government can be compelled to carry out the promise made by it.

182.3. The doctrine of promissory estoppel is not limited in its application only to defence but it can also furnish a cause of action. In other words, the doctrine of promissory estoppel can by itself be the basis of action.

182.4. For invocation of the doctrine of promissory estoppel, it is necessary for the promisee to show that by acting on promise made by the other party, he altered his position. The alteration of position

¹ (2012) 11 SCC 1

by the promisee is a sine qua non for the applicability of the doctrine. However, it is not necessary for him to prove any damage, detriment or prejudice because of alteration of such promise.

182.5. In no case, the doctrine of promissory estoppel can be pressed into aid to compel the Government or a public authority to carry out a representation or promise which is contrary to law or which was outside the authority or power of the officer of the Government or of the public authority to make. No promise can be enforced which is statutorily prohibited or is against public policy....”

59. In order to prevent commission of fraud by the respondents and in the interests of justice and equity and promote fairness, it is a fit case to apply the principle of promissory estoppel against the Bank and the other respondents and prevent them from proceeding further as per the sale notices dt.05-07-2018 and 04-11-2018 issued by the Deputy Registrar.

60. The learned Government Pleader for Cooperation sought to contend that the petitioners ought to avail the remedy provided under the Act by challenging the impugned sale notices before the Cooperative Tribunal and cited the decision in **Commissioner of Income Tax and others Vs. Chhabil Dass Agarwal**². But the said judgment itself mentions that where a statutory authority has not acted in accordance with the provisions of the enactment in question or in defiance of fundamental principles of judicial procedure, Writ Petition under Article 226 of the Constitution of India can be entertained notwithstanding the existence of alternative remedy.

² (2014) 1 SCC 603

61. In **ABL International Ltd. v. Export Credit Guarantee Corpn. of India Ltd**³, the Supreme Court has declared :

*“ 19. merely because one of the parties to the litigation raises a dispute in regard to the facts of the case, the court entertaining such petition under Article 226 of the Constitution is not always bound to relegate the parties to a suit. In the above case of **Gunwant Kaur**⁴ this Court even went to the extent of holding that in a writ petition, if the facts require, even oral evidence can be taken. This clearly shows that in an appropriate case, the writ court has the jurisdiction to entertain a writ petition involving disputed questions of fact and there is no absolute bar for entertaining a writ petition even if the same arises out of a contractual obligation and/or involves some disputed questions of fact.”*

62. The instant case would certainly fall in the category of the exceptions to the Rule of alternative remedy particularly when the Sale Officer had earlier rejected claim petition No.1 of 2010 on 19-10-2012 without even advertng to the conclusive nature of the sale certificate dt.18-03-2004 issued to the 1st petitioner by the Divisional Cooperative Officer under Rule 52 (14)(v) of the Rules framed under the Act.

63. Accordingly, the Writ Petitions are allowed; the sale notice dt.05-07-2018 in E.P.No.177/03-CUB and sale notice dt.04-11-2018 in E.P.No.89/03-CUB issued by the Deputy Registrar of Cooperative Societies, Golconda Division, A.P.H.B. Complex, Exhibition Grounds Road, Nampally, Hyderabad are declared as illegal, arbitrary and violative of Article 14 of the Constitution of

³ (2004) 3 SCC 553

⁴ (1969) 3 SCC 769

India and they are set aside; I.A.No.1 of 2019 in I.A.No.1 of 2018 in W.P.No.27827 of 2018 and I.A.No.2 of 2019 in I.A.No.1 of 2019 in W.P.No.59 of 2019 and I.A.No.3 of 2019 in I.A.No.1 of 2019 in W.P.No.59 of 2019 are dismissed; and the respondents are directed to handover the original documents pertaining to the properties covered by the said notices to the petitioners and are directed not to interfere with the possession and enjoyment by the petitioners of the land in Sy.No.230 of Manchirevula village, Gandipet Mandal, Ranga Reddy District.

64. Costs of Rs.10,000/- (Rupees Ten Thousand only) in each of the Writ Petitions are directed to be paid by the Bank and the Deputy Registrar of Cooperative Societies, Golconda Division (2nd respondent) to the petitioners within four (04) weeks from the date of receipt of this order.

65. Coming to the Suo Motu C.C.No.77 of 2019, it is important to note that the order dt.07-08-2018 in I.A.No.1 of 2018 in W.P.No.27827 of 2018 was passed by this Court staying all further proceedings pursuant to the notice of sale issued by the Deputy Registrar dt.05-07-2018 in E.P.No.177/03-CUB after hearing the learned Government Pleader for Cooperation at the stage of admission.

66. According to para-17 of the vacate stay petition I.A.No.1 of 2019 in W.P.No.27827 of 2019 filed by Smt.S.Aruna Devi Ganesh (respondent in Suo Motu C.C.No.77 of 2019), the Deputy Registrar,

the order copy was received by her office on 23-08-2018. Thus she cannot plead ignorance of the same.

67. She cannot blame the Sale Officer and the Liquidator of the Bank of not having knowledge of the interim order passed by the Court and making her sign on the Sale Notice dt.04-11-2018 in E.P.No.89/03-CUB because it is the duty of the respondent in the Contempt Case to verify the record placed before her before she takes a decision to direct conduct of sale; and she cannot blame her other duty as Nodal Officer for Hyderabad District for the ensuing Assembly elections for the State of Telangana as an excuse for her conduct in violating the interim order dt.07-08-2018 in I.A.No.1 of 2018 in W.P.No.27827 of 2018 by issuing Sale Notice dt.04-11-2018 in E.P.No.89/03-CUB.

68. Moreover, she had filed an elaborate counter justifying her action in issuing the said sale notice dt.4-11-2018 in W.P.No.59 of 2019.

69. She cannot therefore take advantage of the apology tendered in last paragraph of her counter-affidavit in the Contempt Case No.77 of 2019 because neither contrition nor remorse on her part are discernible.

70. Accordingly, the respondent in the Contempt Case is held guilty of willful disobedience of the order dt.07-08-2018 in I.A.No.1 of 2018 in W.P.No.27827 of 2018 and is sentenced to Rs.2,000/- fine.

It is directed that an entry be made in her Service Register about her conviction in this Contempt Case.

71. As a sequel, the miscellaneous petitions pending, if any, shall stand closed.

JUSTICE M.S.RAMACHANDRA RAO

Date: 16-04-2019

Note :- Copy of this order be marked to
The Chief Secretary, State of Telangana,
Hyderabad.

B/o.
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