

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

WRIT PETITION NO. 8908 OF 2019

The Kalwan Merchants Co-op. Bank Ltd.
through Manager, Kailash S. Jadhav

... Petitioner

Versus

The Nashik District Central Co-op. Bank
Ltd. and Ors.

... Respondents

Mr. Girish R. Agrawal for the Petitioner.

Mr. S. S. Patwardhan for the Respondent No.1.

Mr. Rajan S. Pawar, AGP for the Respondent Nos. 3 and 4.

**CORAM: R. D. DHANUKA AND
V. G. BISHT, JJ.**

DATE : 17th MARCH, 2021.

P.C. :-

. In this petition filed under Article 226 of the Constitution of India, the petitioner has prayed for writ of mandamus directing the respondent no.1-Co-operative Bank to immediately release all the funds due and payable to the petitioner. In the prayer clause (c) writ of mandamus is prayed to direct the respondent no.3 to ensure due compliance of notification dated 5th April, 2016.

2. Mr. Patwardhan, learned counsel for the respondent no.1 opposes this petition on ground of maintainability and would contend that insofar as prayer clause (c) is concerned, there is no mandatory directions issued by the respondent no.3 and thus there is no question of any compliance of such directions. Insofar as the prayer clause (b) is concerned, it is contended by the learned counsel that the respondent no.1 being a Co-operative Bank, no writ under Article 226 of the

Constitution of India for seeking order and direction against the Co-operative Bank to release the funds due and payable to the petitioner is maintainable.

3. In our view, Mr. Patwardhan, learned counsel for the respondent no.1 is right in both his submissions. We have perused the notification dated 5th April, 2016 at page 10 of the Writ Petition. In our view the said document does not issue any directions which require compliance as sought to be canvased by the petitioner. No such relief can be thus granted in this petition.

4. Insofar as prayer clause (b) is concerned, the same is sought against the respondent no.1 also is a Co-operative Bank. The relief sought against the respondent no.1 is to immediately release all funds alleged to be due and payable to the petitioner. Respondent no.1 does not fall under Article 12 or as other authority of the Constitution of India amenable to the writ jurisdiction. The petitioner will have to file a dispute under Section 91 of the Maharashtra Co-operative Societies Act, 1960 for seeking relief as prayed in prayer clause (b) of the Writ Petition.

5. Writ Petition is dismissed as not maintainable insofar as prayer clause (b) is concerned. No order as to costs.

6. It is made clear that this Court has not gone into the merits of the prayer clause (b) in this petition. All the contentions of both the parties are kept open, insofar as prayer clause (b) is concerned.

[V. G. BISHT, J.]

[R. D. DHANUKA, J.]