

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD**

**WRIT PETITION NO.9035 OF 2017
WITH WP/1044/2017**

THE SANGAMNER MERCHANTS CO-OP. BANK LTD. SANGAMNER,
THROUGH ITS GENERAL MANAGER
VERSUS

M/S RANGRAJ TRADERS THROUGH PROPRIETOR T. J. BHUTADA
DECEASED THROUGH LRS AND OTHERS

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Advocate for Petitioner : Mr. Anil S. Bajaj
Advocate for Respondent Nos. 1 & 2 : Mrs. Harshita M. Manglani

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CORAM : NITIN B. SURYAWANSHI, J.

DATE : 04th OCTOBER, 2022

PER COURT :

1. Learned advocate for petitioner states that respondent Nos. 2 to 5 in Writ Petition No.9035/2017 are formal parties. Chief Executive Officer of petitioner Bank is present.

2. Both these petitions challenge the order dated 23/12/2016, passed by Maharashtra State Co-operative Appellate Court Mumbai, Bench at Aurangabad in Appeal No.44/2016. So also, order dated 15/03/2016 passed by Co-operative Court, Kopergaon in dispute No.154/2012, is challenged in Writ Petition No.9035/2017.

3. During pendency of these petitions, parties were referred to mediation. Before Mediator parties have arrived at

compromise and accordingly, compromise terms are placed before Mediator. Report of mediator alongwith compromise terms is placed on record. Compromise terms are marked as 'X' for identification purpose.

4. As per compromise terms, petitioner Bank has agreed to accept one time settlement proposal of respondents. But the one time settlement proposal cannot be processed without consent/sanction of Reserve Bank of India and the same is not being granted by Reserve Bank of India since the present petitions are pending before this Court.

5. In view of these facts, writ petitions are disposed of in terms of compromise terms. Parties may proceed to finalise one time settlement proposal after obtaining permission from Reserve Bank of India.

(NITIN B. SURYAWANSHI, J.)