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

WRIT PETITION NO. 444 of 2015 and
CIVIL APPLICATION(w) NO.2088/2022

M/s Rakshim Builders Pvt. Ltd. through its Director- Suresh s/o Laxmanrao Umak and another.
vs.
The Union of India, through its Finance Minister, Ministry of Finance, New Delhi and ors.

Office Notes, Office Memoranda of Coram, appearances, Court's Orders or directions and Registrar's order	Court's or Judge's Order

Ms S.K.Paunikar, Advocate petitioners.
Shri C. J. Dumane, Advocate for respondent nos. 1 and 2.
Ms S. S. Jachak, Assistant Government Pleader for respondent nos. 3 and 6.
Shri G.R.Sadar, Advocate for respondent no.5.

CORAM :- A.S.CHANDURKAR AND M. W. CHANDWANI, JJ.
DATE :- OCTOBER 11, 2022

P. C.

The challenge raised in this writ petition is to the notice dated 27.12.2012 issued under Section 13(2) of the Securitisation and Reconstruction of Financial Assets and Enforcement of Securities Interest Act, 2002 (for short, the Act of 2002) as well as the notice dated 16.01.2014 issued under Section 13(4) of the Act of 2002 issued by the respondent nos.4 and 5 which is a Commercial Co-operative Bank. In addition, the order dated 20.09.2014 passed under Section 14 of the Act of 2002 is also under challenge.

Since the question with regard to applicability of the provisions of the Act of 2002 to a Co-operative Bank was pending before the Honourable Supreme Court, this writ petition came to be admitted. By the judgment dated 05.05.2020 in the case of

Pandurang Ganpati Chaugule Vs. Vishwasrao Patil Murgud Sahakari Bank Limited ***[(2020) 9 SCC 215]*** the Honourable Supreme Court has now held that the Co-operative Bank would fall within the purview of the Act of 2002. It therefore becomes clear in view of the aforesaid decision that the remedy under Section 17 of the Act of 2002 is available to the petitioner for seeking adjudication of the prayers made in the writ petition.

It is seen that during the pendency of the proceedings, the petitioners had submitted a proposal for onetime settlement of the claim. The said proposal was dated 28.02.2019. By moving Civil Application No.2088 of 2022, the petitioners seek to amend the writ petition with a prayer for a direction to the respondent nos. 4 and 5 to consider the said proposal.

In the reply filed by the respondent nos. 4 and 5 it has been stated that in the meeting of the Bank held on 19.03.2019 various proposals for onetime settlement including the proposal of the petitioners was considered and by giving reasons that proposal has been rejected.

In the light of the aforesaid factual backdrop, we find that insofar as the prayers made in the writ petition are concerned, the mortgaged property has been sold and third party rights have been created therein. Nevertheless, the remedy under Section 17 of the Act of 2002 is available to the petitioners if it is aggrieved by the same.

Insofar as consideration of the onetime settlement offer is concerned, the respondent nos. 4 and 5 have taken decision thereon. If the petitioners are aggrieved by the rejection of that proposal, they are free to take legal recourse against the same in accordance with law. The amendment as prayed for has thus become redundant.

Thus with liberty to the petitioners to challenge rejection of its onetime settlement proposal, the writ petition is disposed of. Consequentially, the civil application does not survive and it is disposed of as such.

Rule stands discharged. No costs.

(M. W. CHANDWANI, J.) **(A.S.CHANDURKAR, J.)**

Andurkar..