

IN THE HIGH COURT OF JUDICATURE OF BOMBAY
BENCH AT AURANGABAD

WRIT PETITION NO.1818 OF 2023
(Dhanaji Dasrao Thorat and another Vs. The State of Maharashtra,
Through its Secretary and others)

Mr.S.P.Urgunde, Advocate for the petitioners.
Mr.S.G.Sangle, AGP for the respondent/State.
Mr.P.P.More, Advocate for respondent Nos. 4 and 5.

(CORAM : RAVINDRA V. GHUGE AND
SANJAY A. DESHMUKH, JJ.)

DATE : FEBRUARY 16, 2023

PER COURT :

1. The learned Advocate for the petitioners and the learned Advocate representing respondent Nos.4 and 5 Bank, make the following consenting statements on instructions :-

[a] The petitioners would deposit an amount of Rs.15,00,000/- with respondent No.3 Bank, on or before 28.03.2023.

[b] The Bank would select the properties which will be sold by the petitioners.

[c] The petitioners would sell all such properties until the total amount of Rs.3,09,50,000/- as on date (minus the amount of Rs.15,00,000/- , if deposited) + the accrued interest as is calculated by

the Bank.

[e] Unless the entire amount recoverable alongwith interest, is not paid by the Peititioners to respondent No.4/Bank, the charge on the hypothecated properties would not be lifted.

[f] Within 6 months from today, the said properties would be sold and the amounts would be deposited with respondent No.4.

[g] The sale of the properties, as and when the buyers are available, would be accomplished without waiting for 6 months. As and when the properties are being sold, the entire sale proceeds would be deposited by the petitioners with respondent No.4 / Bank, without waiting to accumulate the entire outstanding dues so as to be paid in one stroke at the end of the 6th month.

[h] The respondent/bank would grant consent for sale of the properties on such conditions as the Bank would impose.

2. By consent of the parties, this petition is disposed off.

(SANJAY A. DESHMUKH, J.)

(RAVINDRA V. GHUGE, J.)