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IN THE HIGH COURT OF JUDICATURE OF BOMBAY
BENCH AT AURANGABAD

WRIT PETITION NO.11909 OF 2022

Baramati Agro Limited

PETITIONER

Registered Office at :

A/p Pimpali, Taluka – Baramati

District – Pune, Maharashtra 413 102

(The Company Registered under the
Provisions of Companies Act, 1956)

[Act No.1 of 1956]

Through its Authorized Signatory

Mr. Satish Kulkarni

VERSUS

1. State of Maharashtra

RESPONDENTS

2. Shri Dnyaneshwar Trust

A Public Charitable Trust

Registered under the provisions of
Maharashtra Trust ActHaving address as : Dnyaneshwar Nagar,
Bhende, Taluka – Newasa, District – Ahmednagar

3. Kannad Sahakari Sakhar Karkhana Limited

Having address as

Kannad Sahakari Sakhar Karkhana Limited
Taluka – Kannad, District – Aurangabad

4. Administrator,

Kannad Sahakari Sakhar Karkhana Limited

Having address as

Kannad Sahakari Sakhar Karkhana Limited
Taluka – Kannad, District – Aurangabad

5. Suverna Paleshwar Seva Sarva Sevabhai Trust

Having address as :

Suverna Pleshwar Serva Sevabhavi Turst

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Mr. R. S. Deshmukh, Senior Advocate i/b Mr. Devang Deshmukh,
Advocate for the petitioner

Mr. S. R. Yadav – Lonikar, AGP for respondent - State

Mr. H. D. Deshmukh, Advocate for respondent No.2

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WITH
WRIT PETITION NO.12512 OF 2022

Baramati Agro Limited

PETITIONER

Registered Office at :

A/p Pimpali, Taluka – Baramati

District – Pune, Maharashtra 413 102

(The Company Registered under the
Provisions of Companies Act, 1956)

[Act No.1 of 1956]

Through its Authorized Signatory

Mr. Satish Kulkarni

VERSUS

- | | | |
|----|---|-------------|
| 1. | State of Maharashtra | RESPONDENTS |
| 2. | Shri Dnyaneshwar Sahakari Sakhar Karkhna Limited
A Co-operative Society
Registered under the provisions of
Maharashtra Co-operative Societies Act
Having address as : Dnyaneshwar Nagar,
A/P Bhende (Bk), Taluka – Newasa, District – Ahmednagar | |
| 3. | Kannad Sahakari Sakhar Karkhana Limited
Having address as
Kannad Sahakari Sakhar Karkhana Limited
Taluka – Kannad, District – Aurangabad | |
| 4. | Administrator,
Kannad Sahakari Sakhar Karkhana Limited
Having address as
Kannad Sahakari Sakhar Karkhana Limited
Taluka – Kannad, District – Aurangabad | |

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Mr. R. S. Deshmukh, Senior Advocate i/b Mr. Devang Deshmukh,
Advocate for the petitioner

Mr. S. R. Yadav – Lonikar, AGP for respondent - State

Mr. H. D. Deshmukh, Advocate for respondent No.2

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WITH
WRIT PETITION NO.12502 OF 2022

Baramati Agro Limited

PETITIONER

Registered Office at :

A/p Pimpali, Taluka – Baramati

District – Pune, Maharashtra 413 102

(The Company Registered under the
Provisions of Companies Act, 1956)

[Act No.1 of 1956]

Through its Authorized Signatory

Mr. Satish Kulkarni

VERSUS

1. State of Maharashtra

RESPONDENTS

2. Mr. Subhash Ramgopal Bharuka
Sole Proprietor of Ramgopal Automobiles
Having address as : Aurangabad Road,
Kannad, Taluka -Kannad
District - Aurangabad

3. Kannad Sahakari Sakhar Karkhana Limited
Having address as
Kannad Sahakari Sakhar Karkhana Limited
Taluka – Kannad, District – Aurangabad

4. Administrator,
Kannad Sahakari Sakhar Karkhana Limited
Having address as
Kannad Sahakari Sakhar Karkhana Limited
Taluka – Kannad, District – Aurangabad

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Mr. R. S. Deshmukh, Senior Advocate i/b Mr. Devang Deshmukh,
Advocate for the petitioner

Mr. S. R. Yadav – Lonikar, AGP for respondent - State

Mr. A. V. Patil - Indrale, Advocate for respondent No.2

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[CORAM : NITIN B. SURYAWANSHI, J.]

RESERVED ON : 24th JULY, 2023

PRONOUNCED ON : 11th SEPTEMBER, 2023

ORDER :

1. Since these petitions involve similar questions of law and facts, they were heard together and are being decided by this common order.

2. By filing these writ petitions, under Article 227 of the Constitution of India, the petitioner – Baramati Agro Limited (BAL) challenges orders passed by the Executing Court thereby rejecting the objections filed by BAL and permitting the decree holders to add BAL as party respondent in the respective execution proceedings.

3. Facts, shorne of unnecessary details, are that - Respondent – Kannad Sahakari Sakhar Karkhana Ltd., Kannad (Kannad SSK), has executed registered mortgage deeds of its properties on 30th November, 1990, 30th September, 1993, 1st February and 2000 and 25th September, 2001, in favour of Maharashtra State Co-operative Bank Ltd., (MSC Bank) and availed loan facility.

4. Since the Kannad SSK became Non Performing Asset

(NPA), MSC Bank issued Demand Notice under section 13 (2) of the Securitization and Reconstructions of Financial Assets and Enforcement of Security Interest Act, 2002 (hereinafter for short "Securitization Act") demanding Rs.80.55 lakh from Kannad SSK. The said notice was published in Daily Sakal on 15th July, 2009. Prior to that, the MSC Bank had taken possession of the secured assets of the Kannad SSK, on 13th July, 2009.

5. The MSC Bank, published tender notice in daily Sakal and Economic Times on 30th July, 2012, for sell of secured assets of Kannad SSK. BAL, having offered Rs.37,65,00,000/-, was declared highest bidder on 1st September, 2012. Sale certificate was issued in favour of BAL on 16th October, 2012 and possession of the secured assets of Kannad SSK were handed over to BAL, on the same day. Sale certificate issued in favour of BAL was registered on 12th December, 2012.

6. After conclusion of auction sale of the secured assets of Kannad SSK, order of Liquidation of Kannad SSK was passed on 13th October, 2013.

7. Respondent – Shri Dnyaneshwar Trust, Bhende, Taluka – Newasa, District – Ahmednagar (Dnyaneshwar Trust) filed Special Civil Suit No. 56 of 2003 for recovery of its dues along

with 10% interest p.a. The said suit was decreed on 28th June, 2005 and Judgment Debtor – Kannad SSK was directed to pay 9,22,595.49 along with interest. Dyaneshwar Trust, filed Execution Petition No. 43 of 2006 against Judgment Debtor – Kannad SSK for recovery of the said amount, along with interest.

8. On 30th November, 2007, Decree Holder - Dnyaneshwar Trust filed application Exhibit-21-D for attachment of movable property of Judgment Debtor – Kannad SSK i.e. molasses and bagasse produced on day to day basis, lying in the premises of Kannad SSK. The said application was allowed on 27th February, 2008.

9. Dnyaneshwar Trust, on 5th August, 2011, filed application Exhibit-18 under Order 21, Rule 54 of the Civil Procedure Code, for attachment of immovable property of Kannad SSK seeking to attach property situated in Gut No. 197 totally *ad measuring* 5 Hectare 76 *Are*. By order dated 21st October, 2011, the said application Exhibit-18 was allowed and pursuant to the attachment warrant, issued by the Executing Court, the said property was attached on 26th December, 2011.

10. Dyaneshwar Trust filed Securitization Application No. 69 of 2012 before the Debts Recovery Tribunal (DRT) challenging the

sale of secured assets of Kannad SSK to BAL. Securitization Application No.69 of 2012 came to be rejected by the DRT by order dated 9th October, 2015. This order is not challenged by Dnyaneshwar Trust.

11. Thereafter, Dnyaneshwar Trust filed application Exhibit-23 in Execution Application No. 43 of 2006 on 26th November, 2014 praying to add the BAL as a party in the execution proceedings. The Executing Court, by order dated 4th March, 2022, directed to add BAL as party to the Execution Application.

12. On 15th September, 2022, BAL filed Objection Application at Exhibit-73 under section 47 read with Order 21 Rule 22 of the Civil Procedure Code, by raising various grounds. The said application is replied by the Dnyaneshwar Trust, by filing detail say at Exhibit-83. By order dated 14th November, 2022, objection Exhibit-73 filed by BAL is rejected, by the Executing Court. Said order dated 14th November, 2022 is challenged by BAL, by filing Writ petition No. 11909 of 2022.

13. Shri Dnyaneshwar Sahakari Sakhar Karkhana Ltd., Bhende, Taluka – Newasa, District – Ahmednagar, (Dnyanewhar SSK) had filed A.B.N. Case No. 327 of 2002 before the Co-operative Court, Shrirampur for recovery of its dues of Rs.88,69,372.10 along

with interest @ 15.50% p.a. from the Kannad SSK. On 25th March, 2003, Co-operative Court, Shrirampur directed Kannad SSK to pay Rs.76,88,806.10 along with interest @ 15.5% p.a. to Dnyaneshwar SSK.

14. Dnyanewhar SSK filed Regular Darkhast No. 284 of 2003 for recovery of Rs.88,69,372/- along with interest from Kannad SSK. The Said proceedings are re-numbered as Special Darkhast No.12 of 2009.

15. Dnyaneshar SSK filed Securitization Application No. 68 of 2012 before DRT. Securitization Application No. 68 of 2012 came to be rejected by order dated 9th October, 2015, by the DRT. While rejecting Securitization Application No. 68 of 2012, DRT has observed that mortgagee has preferential rights over the property than other claimants, who got the attachment orders in respect of such property. It is held that Dnyaneshwar SSK is entitled to surplus of the sale proceeds, if any. The said order passed by DRT in Securitization Application No. 68 of 2012 is not challenged by Dnyaneshwar SSK.

16. Dnyaneshwar SSK filed application Exhibit-27 in Special Darkhast No.12 of 2009 for adding BAL as party respondent in the Execution Proceedings. The said application came to be

allowed by the Executing Court on 4th March, 2022.

17. BAL filed Objection Application at Exhibit-82 in Special Darkhast No. 12 of 2009 under section 47 read with Order 21, Rule 22 of the Civil Procedure Code. Said objection is resisted by Dnyaneshwar SSK by filing say. Vide order dated 18th November, 2022, the Executing Court rejected objection application Exhibit-82 filed by BAL in Special Darkhast No.12 of 2009. BAL has challenged said order dated 28th November, 2022 passed below Exhibit-82 in Special Darkhast No.12 of 2009, by filing Writ Petition No. 11512 of 2022.

18. Mr. Subhash Ramgopal Bharuka (Mr .Bharuka) - respondent No.2 in Writ Petition No. 12502 of 2022 had filed Special Civil Suit No. 252 of 2011 against Kannad SSK and MSC Bank for recovery of its dues towards supply of petrol, diesel. Special Civil Suit No. 252 of 2011 was dismissed. The same was challenged by Mr. Bharuka by filing First Appeal No. 2721 of 2013. In the First Appeal, the suit filed by Mr. Bharuka is decreed and Mr. Bharuka is held entitled to receive Rs.26,86,149/- with interest @ 18% p.a. from Kannad SSK.

19. Mr. Bharuka filed Execution Application bearing No. 13 of 2015 seeking execution of the decree passed in First Appeal No.

2721 of 2013. In the Execution proceedings application filed by Mr. Bharuka seeking to add BAL as party is allowed by the Executing Court by order dated 10th October, 2017. BAL filed Objection application Exhibit-57 in EA No. 13 of 2015 under section 47 read with Order 21 Rule 22 of the Civil Procedure Code. Mr. Bharuka resisted the objection filed by BAL, by filing say at Exhibit-63. Vide order dated 7th January, 2022, the Objection application Exhibit-57 filed by BAL is rejected by the Executing Court. Civil M.A. No. 1676 of 2022 is filed by BAL seeking review of the order dated 7th January, 2022 passed below Exhibit-57, which is stated to be pending before the Executing Court. Mr. Bharuka filed application Exhibit-71-D seeking attachment of movable properties of Kannad SSK. Vide order dated 25th November, 2022, the Executing Court passed impugned order and issued attachment warrant of movable property as per Schedule for recovery of decretal amount of Rs.82,28,617/-. BAL has challenged the order dated 25th November, 2022 passed by Executing Court below Exhibit-71-D in Special Darkhast No. 13 of 2015, by filing Writ Petition No.12502 of 2022.

20. Heard learned senior advocate for BAL, learned Assistant Government Pleader for the State, learned advocate for

Dyaneshwar Trust and Dnyaneshwar SSK and learned advocate for Mr. Bharuka. Perused the memos of writ petitions, documents annexed with the same and the orders impugned in the writ petitions and the citations relied on by the parties.

21. It is a matter of record that Kannad SSK had mortgaged its properties with MSC Bank, way back between the period from 30th November, 1990 and 25th September, 2001. It is not in dispute that the said secured assets are purchased by BAL in a public auction and sale certificate is issued in favour of BAL. The description of Scheduled property mentioned in the sale certificate gives 9 gut numbers, which includes gut No. 197 *ad measuring* 27 Acre 34 Guntha, which is attached to the extent of 5 Hectare 67 *Are*, under the orders of the Civil Court, at the instance of the Dnyaneshwar Trust.

22. It is further matter of record that Co-operative Court at Shrirampur in A.B.N. Case No. 37 of 2002, directed the Kannad SSK to pay Rs.76,88,806.10 along with interest @ 15.50 p.a. to Dnyaneshwar SSK. For the recovery of the said amount, RD No. 254 of 2003 (Special Darkhast No. 12 of 2009) was filed at the instance of Dnyaneshwar SSK. By order passed below Exhibit-4 filed by Dnyaneshwar SSK under Order 21, Rule 54 of the Civil Procedure Code, in Special Darkhast No. 12 of 2009, properties

of Kannad SSK, bearing Survey No.179, *ad measuring* 36 Acre 23 Guntha; Survey No. 195/1 *ad measuring* 5 Acre 20 Guntha; Survey No. 195/2A *ad measuring* 17 Acre 5 Guntha; Survey No. 195/2B *ad measuring* 3 Acre 20 Guntha; Survey No. 197/1 *ad measuring* 15 Acre 39 Guntha; Survey No. 197 *ad measuring* 27 Acre 34 Guntha; Survey No. 198 *ad measuring* 20 Acre 18 Guntha; Survey No. 199 *ad measuring* 20 Acre 17 Guntha and Survey No. 200/2 *ad measuring* 14 Acre 14 Guntha, were directed to be attached and attachment order was executed on 27th August, 2004.

23. Admittedly, in the Securitization Applications filed by Dnyaneshwar Trust and Dnyaneshwar SSK, the action of MSC Bank, initiated under section 13 (4) of the Securitization Act of issuance of sell notice, was challenged. Said challenge is repelled on merits by the DRT. By relying on the decision in "***Maharashtra State Co-operative Bank Ltd V/s Umang Sugar Pvt. Ltd and Others***" and "***Tamilnad Mercantile Bank Ltd V/s R. Rangaswamy and Another***", DRT held that the mortgagee shall have preferential rights over the properties than other claimant, who got attachment order in respect of such properties. In this view of the matter, Dnyaneshwar Trust and Dnyaneshwar SSK may be entitled to surplus, if any. However, since there is no surplus in

the case, because dues of MSC Bank are not fully satisfied, the Securitization Applications filed by Dnyaneshwar Trust and Dnyaneshwar SSK, were rejected by the DRT. Admittedly, these orders have not been challenged by the Dnyaneshwar Trust and Dnyaneshwar SSK on merits.

24. In the objections filed by BAL, it is specific case of BAL that it was not party to the suit or proceedings before the Co-operative Court filed by Dnyaneshwar Trust, Dnyaneshwar SSK and Mr. Bharuka. Initially, BAL was not party even to the Execution Proceedings also. It has purchased only some of the assets of Kannad SSK in a public auction, conducted by the secured mortgagor, MSC Bank, under the Securitization Act. Hence, it is a *bona fide* purchaser, without any notice of charge / encumbrance / dues / liabilities of Dnyaneshwar Trust, Dnyaneshwar SSK and Mr. Bharuka and since it has only purchased assets and not the on going business of Kannad SSK, it is not liable to pay dues of Kannad SSK hence the decree cannot be executed against it. On these grounds, it was prayed that the Execution Proceedings filed against BAL are liable to be rejected.

25. Section 34 of the Securitization Act bars jurisdiction of Civil Courts, in respect of any subject matter pertaining to the

measures taken by secured creditor and only remedy to raise any dispute relating to secured assets, which are sold under the provisions of the Securitization Act, lies with the Debts Recovery Tribunal. Section 35 of the Securitization Act contains obstante clause, thereby giving overriding effect to Securitization Act over any other law.

26. The Executing Court though has referred to section 34 of the Securitization Act, it has erroneously proceeded to hold that in these cases, the decree holders are executing the decrees passed by competent civil courts and co-operative court, against Kannad SSK and since BAL has purchased properties belonging to Kannad SSK in auction, the subject matter of execution petitions is not pertaining to any matter, which DRT or DRAT is empowered to determine. The Executing Court has misdirected itself in recording such a finding to arrive at a conclusion that it cannot be said that Civil Court has no jurisdiction to proceed against BAL in the execution proceedings. The Executing Court has further erred in holding that BAL has purchased the properties of Kannad SSK, which was under liquidation and it is not a small property, but huge property against which litigation is going on and, therefore, BAL was required to be vigilant in respect of any encumbrance / charge / dues / debts over the

said property, before purchasing the said property. Said findings of the Executing Court are not only perverse but also contrary to the settled legal position as well as to section 34 of the Securitization Act.

27. In **"Secretary, Keechery Service Co-operative Bank Ltd V/s Sajitha Nizar and Others"** 2020 SCC OnLine Ker 4157, the Kerala High Court has held -

"9. The preponderance of judicial opinion leads to the irresistible conclusion that the sale of the mortgaged property in favour of the petitioner under Ext. P5 sale certificate under the Act is free of all encumbrances. The attachments effected subsequent to the mortgage created in favour of the bank do not affect the title of ownership of the petitioner over the subject property. Such attachments have no impact on the sale conducted under the Act and the same ceases to have any effect or fall to the ground the moment the sale is confirmed in favour of the petitioner. The declaration so sought by the petitioner is therefore granted and I further direct the Sub Registrar and the Village Officer to efface the attachments effected subsequent to the mortgage from the relevant records. Otherwise those 9 WP © No. 28728/2013 attachments would remain as a permanent taboo prejudicially affecting the marketability and title to the property even though they ceased to have any legal efficacy. The needful in relation to the property bought by the petitioner shall be done within a period of two months from the date of receipt of a copy of this judgment."

28. In **"M/s Axis Bank V/s Hilal Ahmed Bhar and Others"** 2022 (4) KLT 406, Kerala High Court held -

“19. Section 35 of the Sarfaesi Act deals with overriding effect for the provisions of the Act above all other laws for the time being in force. But that overriding effect s in regard to the inconsistent provisions alone. In that view of the matter, it is not able to accept the contention of the learned counsel for the appellant that once a security interest is created, the property cannot be subject to any other liability either voluntary or involuntary. The position of law is that once the process of sale of a secured asset interest as provided in Section 13 (4) of the Sarfaesi Act is contemplated, all liabilities upon the property, including an attachment by a court, would extinguish. It does not mean that a civil court loses its jurisdiction to attach a property in respect of which a security interest has been created in favour of a bank or a financial institution.

20.The bar to create any lien, charge or liability on the property, after receipt of a notice under Section 13 (2) of the Act, is only against the debtor, and not applicable to a civil court. Of course, despite there having an attachment by a civil court, the right of the secured creditor or his authorized representative to recourse to Section 13 (4) of the Sarfaesi Act, including sale of the security interest, is not affected. Once sale is confirmed, the effect of the attachment over the same by the civil court will extinguish also.”

29. In Writ Petition Nos. 1084 and 2595 of 2017, Division Bench of Telangana and Andhra Pradesh High Court has held :

“8. In view of the above, the equitable mortgage which was duly created and registered in favour of the secured creditor is much prior to the order of attachment before judgment and the sale certificate issued under the provisions of the SARFAESI Act stands altogether on a different footing under law and the order of attachment before judgment will not have any bearing on the SARFAESI proceeding.

9. *It is needless to observe that the civil Court has no jurisdiction to deal with the subject matters pertaining to the SARFAESI Act. In the present scenario, the secured creditor was not a party to the civil suits before the Courts below and thus the orders of attachment before judgment are not binding on the secured creditor / Bank. More so, the cause of action before the Courts below is not within the ambit of SARFAESI Act.*

14. *The preponderance of judicial opinion leads to the irresistible conclusion that the sale of the mortgaged property in favour of the auction purchaser and the sale certificate under the SARFAESI Act in such circumstances is free of all encumbrances. The attachments effected subsequent to the mortgage created in favour of the bank do not affect the rights of the secured creditor over the subject property. Such attachments have no impact on the sale conducted under the Act and the same ceases to have any effect or fall to ground the moment the same is confirmed in favour of the secured creditor Bank and auction purchaser. Otherwise, those attachments would remain as a permanent taboo prejudicially affecting the marketability and title to the property even though they ceased to have any legal efficacy and thereby it becomes necessary to register the sale certificate.”*

I am in respectful agreement with the view taken by the Kerala High Court and Telangana High Court.

30. In ***"Jagdish Singh V/s Heeralal and Others"* (2014) 1 SCC 479**, the Supreme Court has held -

“24. *Statutory interest is being created in favour of the secured creditor on the secured assets and when the secured creditor proposes to proceed*

against the secured assets, sub-section (4) of Section 13 envisages various measures to secure the borrower's debt. One of the measures provided by the statute is to take possession of secured assets of the borrowers, including the right to transfer by way of lease, assignment or realising the secured assets. Any person aggrieved by any of the "measures" referred to in sub-section (4) of Section 13 has got a statutory right of appeal to the DRT under Section 17. The opening portion of Section 34 clearly states that no civil court shall have the jurisdiction to entertain any suit or proceeding "in respect of any matter" which a DRT or an Appellate Tribunal is empowered by or under the Securitisation Act to determine. The expression "in respect of any matter" referred to in Section 34 would take in the "measures" provided under sub-section (4) of section 13 of the Securitisation Act. Consequently, if any aggrieved person has got any grievance against any "measures" taken by the borrower under sub-section (4) of Section 13, the remedy open to him is to approach the DRT or the Appellate Tribunal and not the civil court. The civil court in such circumstances has no jurisdiction to entertain any suit or proceedings in respect of those matters which fall under sub-section (4) of section 13 of the Securitisation Act because those matters fell within the jurisdiction of the DRT and the Appellate Tribunal. Further, Section 35 says, the Securitisation Act overrides other laws, if they are inconsistent with the provisions of that Act, which takes in section 9 CPC as well"

31. In the light of the aforesaid citations, it is clear that BAL has purchased the secured assets of Kannad SSK in public auction and since the secured assets were mortgaged with the secured creditor MSC Bank, way back in the year 1990 till 2001, the secured assets, purchased by BAL, are free from all encumbrances and in view of the observations of the Telangana

and Andhara Pradesh and Kerala High Courts, attachment orders of the civil courts loses its efficacy and attachments stand extinguished.

32. Indisputably, BAL has purchased only some of the assets of Kannad SSK and not its ongoing business. Therefore, BAL is not liable to pay the dues of Kannad SSK. While passing the impugned order, the Executing Court has misread and misconstrued the provisions of sections 34 and 35 of the Securitization Act and has ignored the settled legal position.

33. The impugned orders are also vitiated on the ground of non application of mind, as the Executing Court has erroneously held that the secured assets were purchased by BLA after liquidation order was passed. It is a matter of record that the sale is confirmed in favour of BAL on 16th October, 2012, whereas order of liquidation of Kannad SSK is passed on 13th October, 2013 i.e. almost after one year, after confirmation of sale in favour of BAL.

34. BAL has come with a specific case that it has purchased only some of the properties of the Kannad SSK and it has placed on record seven twelve extract of Gut No. 200/1/2, belonging to Kannad SSK, which according to BAL is not purchased by it.

There may be more such properties of Kannad SSK, which are now in possession of the liquidator. Dnyaneshwar Trust, Dnyaneshwar SSK and Mr. Bharuka are entitled to execute their decrees against such properties of Kannad SSK, which are not sold as secured assets.

35. For the aforesaid reasons, the impugned orders cannot sustain and they are liable to be quashed and set aside. Hence the following order:

ORDER

- A. The writ petitions succeed.
- B. Orders impugned in the present petitions - (i) dated 14th November, 2022 passed below Exhibit-73 in Special Darkhast No. 43 of 2006; (ii) dated 25th November, 2022 passed below Exhibit-71D in Special Darkhast No. 13 of 2015 and (iii) dated 18th November, 2022 passed below Exhibit-82 in Special Darkhast No. 12 of 2009, by learned Civil Judge, Senior Division, Aurangabad are hereby quashed and set aside.
- C. Objections filed by the petitioner – Baramati Agro Limited, are allowed, holding that the decrees in Execution Petitions filed against it cannot be executed, to the extent of the

secured assets purchased by the petitioner – Baramati Agro Limited, in public auction sale.

- D. Respondents Dnyaneshwar Trust, Dnyaneshwar SSK and Mr. Bharuka are entitled to execute decrees against remaining properties of the Kannad SSK, including Gut No.200/1/2, *ad measuring 2 Hectare 80 Are.*

[NITIN B. SURYAWANSHI]
JUDGE