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

969 WRIT PETITION NO. 7327 OF 2024

**THE LATUR URBAN COOPERATIVE BANK LTD.,
THROUGH ITS BRANCH MANAGER SUJIT BHAGWAN
PATIL**

VERSUS

**THE STATE OF MAHARASHTRA THROUGH THE
SECRETARY AND OTHERS**

....

Mr A. N. Irpatgire, Advocate for Petitioner;
Mr N. B. Patil, A.G.P. for Respondent No.1/State
Mr S. S. Dande, Advocate for Respondent No.2

**CORAM : RAVINDRA V. GHUGE
AND
Y. G. KHOBRADE, JJ.**

DATE : 16th July, 2024

PER COURT:

1. The Petitioner is a Cooperative Bank, which has put forth prayer clauses (B), (C), (D) and (E), which read as under :-

“B] The impugned communication letter issued by the respondent no. 2 on 26.08.2022 may kindly be quashed and set aside, by issuing writ of certiorari or any other appropriate writ in the nature of writ of certiorari;

C) The respondent No. 2 may kindly be directed to record the charge of petitioner bank over Plot bearing Nos. FP-8

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& D-109, situated at Shendra 5-Star MIDC, Aurangabad by issuing writ of mandamus or any other appropriate writ in the nature of writ of mandamus;

D) Pending hearing and final disposal of this Writ Petition, the respondent no. 2, 3-A to 3-C may kindly be restrained from creating any third party interest in Plot bearing Nos. FP-8 & D-109, situated at Shendra 5-Star MIDC, Aurangabad;

E) Pending hearing and final disposal of this Writ Petition, the respondent No. 2 may kindly be restrained from transferring Plot bearing Nos. FP-8 & D-109, situated at Shendra 5-Star MIDC, Aurangabad by issuing an injunction order;”

2. The learned Advocate for the Petitioner submits on instructions that the Petitioner/Cooperative Bank only wants to create a charge on the industrial plot, which is leased out to the borrower by Respondent No.2/Maharashtra Industrial Development Corporation (MIDC). The Petitioner does not intend to auction the said plot for recovering the outstanding loan amounts. The Petitioner is in possession of a Recovery Certificate

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under Section 101 of the Maharashtra Cooperative Societies Act, 1960.

3. The learned Advocate Shri. Dande appearing for the Respondent/MIDC submits that the plot leased out to the borrower, is not his private property. The MIDC has not sold out the plot to the borrower. So also, the said plot is neither a mortgaged property nor the borrower has a right and title over the same.

4. The learned Advocate for the Petitioner/Bank submits that, the mortgaged property of the borrower has already been disposed off and an amount of Rs.31,00,000/- has been recovered. A further amount of Rs. 22,00,000/-, as in 2016, is to be recovered along with interest.

5. Considering the above and since Rule 107 of the Maharashtra Cooperative Societies Rules, 1961, does not provide for taking charge of a property that is leased out to him by the MIDC and which does not belong to the borrower, we do not find that, this Writ petition could be entertained. In view of the above

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pleadings and the record before us, and in the light of the provisions cited, the request of the Petitioner cannot be entertained.

6. **This Writ Petition is, therefore, dismissed.**

(Y. G. KHOBRAGADE, J.)
sjk

(RAVINDRA V. GHUGE, J.)