IN THE HIGH COURT O F JUDICATURE OF BOMBAY
BENCH AT AURANGABAD

WRIT PETITION NO. 9456 OF 2023

Pradip s/o Surajmal Gandhi
Proprietor – Nayan Motors,
Age: 68 years, Occu. Business,
R/o Vardhaman Hsg. Society,
Ward No.7, Canal road,
Shrirampur, Tq. Shrirampur,
District Ahmednagar … **PETITIONER**

VERSUS

1. The State of Maharashtra
Through its Principal Secretary,
Co-operation, Marketing & Textile Deptt.,
Mantralaya, Mumbai – 400 032

2. Commissioner & Registrar for
Co-operation,
New Central Building,
2nd Floor, Pune.

3. Additional Registrar (Admn.)
Co-operative Societies, MS,
Pune

4. Chairman, Administrative Board,
Dwarkadas Mantri Nagari Co.op,
Bank Ltd., Jalna Road, Beed

5. Chief Executive Officer,
Dwarkadas Mantri Nagari Co.op.
Bank Ltd., Jalna Road, Beed

6. Tahasildar, Tahsil Office,
Shrirampur, Dist. Ahmednagar … **RESPONDENTS**

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Mr. S. S. Thombre, Advocate for Petitioner
Mr. P. K. Lakhotiya, AGP for Respondent Nos. 1 to 3
Mr. N. P. Bangar, Advocate for Respondent Nos. 4 and 5

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CORAM : RAVINDRA V. GHUGE AND
Y. G. KHOBRAGADE, JJ.

RESERVED ON : 07.12.2023
PRONOUNCED ON : 10.01.2024

JUDGMENT (Per:- Y. G. Khobragade, J.) :-

1. Rule. Rule made returnable forthwith. With the consent of both sides, the matter is heard finally.

2. By the present Petition under Article 226 of the Constitution of India, the Petitioner has prayed for issuance of Writ of Mandamus, directing Respondent Nos. 4 and 5 to grant benefit of One Time Settlement (O. T. S.) to him to clear the outstanding loan in view of Government Resolution dated 31.08.2021.

3. Shri Thombre, learned Counsel appearing for the Petitioner canvassed that, the Petitioner had obtained loan in the year 2004 to the tune of Rs. 35,00,000/- from the Respondent No. 5 Dwarkadas Mantri Nagari Co-Op, Bank Ltd., Jalna Road, Beed.

However, the Petitioner failed to repay the loan amount. Hence it was declared NPA (Non Performance Assets). The Respondent no. 5 Bank is under control of the Reserve Bank of India (in short R. B. I.). Respondent No 5 is required to follow the guidelines issued by the R. B. I. from time to time. On 05.01.2022, the Respondent No.5 Bank issued a public notice as per the resolution issued by the State Government on 13.08.2021. As per the public notice, the scheme of One Time Settlement (OTS) was introduced w.e.f. 05.01.2022 in order to clear the outstanding loans for the defaulters/borrowers. Therefore, on 10.03.2022, the Petitioner submitted an application to Respondent No.5 praying for extension of benefit of one time settlement scheme (OTS) and repay the outstanding loan amount. In reply to that application, Respondent No.5 issued a communication dated 14.03.2022 and informed the Petitioner about inclusion of his name in the list of O. T. S. scheme. Therefore, on 21.06.2022, the Petitioner submitted a representation to Respondent No.5 that, his loan account has been included in the O. T. S. Scheme list and also deposited 5% amount of the outstanding loan.

4. The learned Counsel appearing for the Petitioner submits that, by a communication dated 14.03.2022, the Petitioner was

informed that, an amount of Rs.53,77,174/- is outstanding against the Petitioner (deducting 5% amount of the O. T. S.) i.e. Rs.2,22,431/- which was deposited by him on 10.03.2022. Thereafter, on 19.05.2022, the Petitioner deposited an amount of Rs.7,77,569/- vide cheque bearing No.656809 drawn on H. D. F. C. bank and on 02.06.2022, an amount of Rs.10,00,000/- deposited, but an amount of Rs.55,99,595/- is still shown as outstanding amount against the Petitioner by miscalculation of interest. Thereafter, the Petitioner also prayed to the Respondent No.5 for grant of six installments to pay outstanding loan.

5. The learned Counsel appearing for the Petitioner further submits that, though, the Petitioner is entitled for getting benefit of O. T. .S scheme, but the Respondent Nos. 4 and 5 denied such benefit to him, therefore, the Petitioner had filed Writ Petition No. 3207 of 2022 before this Court and this Court was pleased to pass an order directing the Respondent Nos. 4 and 5 to consider the application of the Petitioner for grant of O. T. S. scheme. In pursuance of the order, schedule of hearing was fixed on 02.08.2022. During the course of hearing, the Petitioner prayed for grant of O. T. S. scheme in terms of Government Resolution dated 06.06.2022, however, the Petitioner

was informed about taking decision in the meeting of Administrative Board of the bank. On 04.03.2023, the Petitioner issued a letter to Respondent No.5 Chief Executive Officer of the bank and requested to consider his request for grant of benefit of O. T. S. as he already has deposited an amount of Rs.10,00,000/-of his loan account. However, vide order dated 19.05.2023, Respondent No.4 rejected the said application. Therefore, action on part of Respondent Nos. 4 and 5 is illegal, unjust, arbitrary and illegal.

6. To buttress this submission, the learned counsel for the Petitioner relied upon order dated 14.03.2023 passed passed in Writ Petition No. 2563 of 2023, **Ambika Industries through its Proprietor Vs. The State of Maharashtra and Ors**.(Coram : Ravindra V. Ghuge and Sanjay A. Deshmukh, JJ) and order dated 24.03.2023, passed in Writ Petition No.3415 of 2023, wherein the financial institution was directed to consider the request of the Petitioner for the O. T. S. scheme.

7. Mr. Momin Shafiyoddin Hisamoddin, Chief Executive Officer of the Respondent Co-op Bank Ltd., has filed an affidavit-in-reply and strongly resisted the claim of the Petitioner.

8. The learned Counsel appearing for the Respondent Nos. 4 and 5 submitted that, in the year 2004, the Proprietor of Nayan Motors i.e. the present petitioner, availed the loan to the tune of Rs.35,00,000/- from Respondent No.4 Bank by mortgaging the immovable property described in the mortgage-deed i.e. the Building, namely, “Sai Suraj Complex” excluding some portion of Shri Wable and Shri Jaggi but the Petitioner failed to repay the loan amount, hence, loan account of the Petitioner has been declared N.P.A. Accordingly, Respondent No.4 Bank issued a notice under Section 13(4) read with Rule 8(1) of SARFAESI, Act and Rules and took symbolic possession of the secured assets. Though, the Petitioner availed permissible remedy before the D. R. T. by filing Securitisation Application No.61 of 2011, but the Petitioner did not get any relief. Since the Petitioner did not challenge the order dated 11.12.2023 passed in Securitisation Application No.61 of 2011 before the Appellate Authority, therefore, the Order Passed by Ld. Debt Recovery Tribunal attained finality.

9. On 29.09.2015, the District Magistrate passed an order, and permitted the Respondent Bank to take possession of the secured

assets. Accordingly, on 25.04.2018, Respondent bank took possession of the secured asset under the police protection as per Panchnama and sealed the mortgaged property. However, the Petitioner broken seal and illegally entered into the sealed property by de-sealing. Therefore, on 01.05.2018, the officer of the Respondent Bank lodged an FIR vide Crime No. I-138/2018 with Shrirampur Police Station against the Petitioner (borrower) for the offence punishable under Sections 188, 542 and 454 of the Indian Penal Code read with Section 29 of the SARFAESI Act.

10. Further, the Petitioner filed Miscellaneous Criminal Application No. 83 of 2018 on 07.05.2018, before the learned Sessions Court at Shrirampur for anticipatory bail. On 11.05.2018, the learned Sessions Court granted anticipatory bail to the Petitioner/ loan borrower. Therefore, the Respondent bank approached this Court with an application bearing **A.C.B. No. 79 of 2018** for cancellation of bail granted by Session court. On 20.03.2019, this Court passed an interim order and directed the present Petitioner to deposit an amount of Rs.35,00,000/-, with Respondent Bank within a period of four weeks from the date of order and, if the Petitioner fails to deposit the said amount, this Court would pass appropriate order, for

cancellation of anticipatory bail. Despite of this the petitioner did not deposit amount, but he filed Special Leave Petition (Criminal) No.3854 of 2019 before the Hon'ble Supreme Court. However, on 02.05.2019, the said SLP was dismissed.

11. The learned Counsel appearing for Respondent Nos. 4 and 5 submits that, the Respondent No.4 financial institution is facing huge financial crisis due to increase in N. P. A. the R. B. I. has Imposed financial restrictions on the Respondent No.4 Bank. The depositors are not allowed to withdraw the amount from their account beyond the limit of Rs. 5,000/-, so also the loan borrower cannot seek benefit under one time settlement as of right and if the Petitioner is permitted to extend the benefit of O. T. S. scheme, in that event, it would amount to give premium to a dishonest borrower.

12. In support of his submissions, the learned Counsel for Respondent Nos. 4 and 5 placed reliance on the case of ***Bijnor Urban Cooperative Bank Limited, Bijnor and Others Vs. Meenal Agarwal and others – (2023) 2 SCC 805,*** wherein the Hon'ble Supreme Court has observed in paragraph Nos. 12 to 15, as under :-

> "***12.*** *Even otherwise, as observed hereinabove, no borrower can, as a matter of right, pray for grant of benefit of one-time settlement scheme. In a given case, it may happen that a person*

would borrow a huge amount, for example, Rs 100 crores. After availing the loan, he may deliberately not pay any amount towards installments, though able to make the payment. He would wait for the OTS scheme and then pray for grant of benefit under the OTS scheme under which, always a lesser amount than the amount due and payable under the loan account will have to be paid. This, despite there being all possibility for recovery of the entire loan amount which can be realised by selling the mortgaged/secured properties. If it is held that the borrower can still, as a matter of right, pray for benefit under the OTS scheme, in that case, it would be giving a premium to a dishonest borrower, who, despite the fact that he is able to make the payment and the fact that the bank is able to recover the entire loan amount even by selling the mortgaged/secured properties, either from the borrower and/or guarantor. This is because under the OTS scheme a debtor has to pay a lesser amount than the actual amount due and payable under the loan account. Such cannot be the intention of the bank while offering OTS scheme and that cannot be the purpose of the scheme which may encourage such a dishonesty.

13. *If a prayer is entertained on the part of the defaulting unit/ person to compel or direct the financial corporation/bank to enter into a one-time settlement on the terms proposed by it/him, then every defaulting unit/person which/who is capable of paying its/his dues as per the terms of the agreement entered into by it/him would like to get one-time settlement in its/his favour. Who would not like to get his liability reduced and pay lesser amount than the amount he/she is liable to pay under the loan account? In the present case, it is noted that the original writ petitioner and her husband are making the payments regularly in two other loan accounts and those accounts are regularised. Meaning thereby, they have the capacity to make the payment even with respect to the present loan account and despite the said fact, not a single* *amount/installment has been paid in the present loan account for which original petitioner is praying for the benefit under the OTS Scheme.*

14. *The sum and substance of the aforesaid discussion would be that no writ of mandamus can be issued by the High Court in exercise of powers under Article 226 of the Constitution of India, directing a financial institution/bank to positively grant the benefit of OTS to a borrower. The grant of benefit under the OTS is always subject to the eligibility criteria mentioned under the OTS scheme and the guidelines issued from time-to-time. If the bank/financial institution is of the opinion that the loanee has the capacity to make the payment and/or that the bank/financial institution is able to recover the entire loan amount even by auctioning the mortgaged property/secured property, either from the loanee and/or guarantor, the bank would be justified in refusing to grant the benefit under the OTS scheme. Ultimately, such a decision should be left to the commercial wisdom of the bank whose amount is involved and it is always to be presumed that the financial institution/bank shall take a prudent decision whether to grant the benefit or not under the OTS scheme, having regard to the public interest involved and having regard to the factors which are narrated hereinabove.*

15. *In view of the aforesaid discussion and for the reason stated above, we are of the firm opinion that the High Court, in the present case, has materially erred and has exceeded in its jurisdiction in issuing a writ of mandamus in exercise of its powers under Article 226 of the Constitution of India by directing the appellant Bank to positively consider/grant the benefit of OTS to the original writ petitioner. The impugned judgment and order passed by the High Court is hence unsustainable and deserves to be quashed and set aside and is accordingly quashed and set aside.*"

13. Having regard to the submissions canvassed on behalf of both the sides, we have gone through the record. It is an undisputed fact that, in the year 2004, the petitioner availed loan of Rs.35,00,000/- from the Respondent no. 4 Bank. While borrowing the loan, the petitioner, mortgaged immovable properties viz., C. T. S. No.1370 (S.No.68/2) to the extent of 0.04 R and Survey No.68/2 (CTS No.1370 A1) to the extent of 06 R. As per recital of Mortgage Deed, the description of property is the building, namely, "Sai Suraj Complex" standing on the said plot except the portion sold to Shri Wable and Shri Jaggi. Though, sufficient opportunities were provided to Petitioner for repayment of loan, he failed to repay the same. Ultimately, on 06-10-2008, the Respondent Bank issued demand notice under Section 13(2) read with Rule 8(1) of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (in short SARFAESI Act). Thereafter the symbolic possession of mortgaged property was taken by the bank.

14. Needless to say that, the Petitioner approached this Court by filing Writ Petition No.4696 of 2010, but the said Writ Petition was dismissed on the ground of availability of alternate remedy. Thereafter, the Petitioner approached the Debt Recovery Tribunal,

Aurangabad by filing Securitisation Application No.61 of 2011, however, the learned Debt Recovery Tribunal dismissed the said application on 11.12.2013. The Petitioner did not prefer an appeal against said order, hence, it attained finality. Thereafter the Respondent No.4 Financial Institution submitted an application under Section 14 of the SARFAESI Act before the District Magistrate, Ahmednagar. On 29.09.2015, the District Magistrate passed an order, and permitted the Respondent Bank to take possession of the secured assets. Accordingly, on 25.04.2018, the Respondent bank took possession of the secured asset under police protection as per Panchnama and sealed the mortgaged property. However, the Petitioner broke the seal and illegally entered into the sealed property by an illegal act. Therefore, on 01.05.2018, the officer of the Respondent Bank lodged an FIR vide Crime No. I-138/2018 with Shrirampur Police Station against the Petitioner (borrower) for the offence punishable under Sections 188, 542 and 454 of the Indian Penal Code read with Section 29 of the SARFAESI Act.

15. It is a matter of record that the Petitioner had filed an anticipatory bail application bearing Miscellaneous Criminal Application No.83 of 2018 before the Additional Sessions Judge,

Shrirampur and prayed for anticipatory bail in Crime No. I-138 of 2018. On 11.05.2018, the learned Additional Sessions Judge passed an order and had granted anticipatory bail to the Petitioner. Being aggrieved by said order, the Respondent No.4 Bank filed Application for Cancellation of Bail vide A. C. B. No.79 of 2018 before the Single Bench of this Court. On 20.03.2019, the Single bench of this Court passed the following order:-

::**ORDER::**

"*1] On 21st January, 2019, before this Court [Coram: V. K. Jadhav, J.] learned counsel for respondent no.2, whose anticipatory bail is sought to be cancelled by the Financial Institution, makes a statement that he will take instructions about handing over the possession of the property or in the alternate to deposit the entire amount. Till today, no concrete statement is made by the learned counsel for respondent no.2. However, in order to give one chance to respondent no.2, the following order is passed:*

ORDER

i] The respondent no.2 to deposit the amount of Rs. 35 lakh, which is principal amount, that was borrowed by respondent no.2 from the applicant – Dwarkadas Mantri Nagri Sahakari Bank Ltd., Beed, within a period of four weeks from today.

ii] If the aforesaid amount is not deposited, this Court will pass appropriate order of not only canceling the anticipatory bail, but also taking steps for obtaining possession from respondent no.2.

iii] Put up this matter on 22nd April, 2019."

16. Needless, to say that, being aggrieved by said order, the present Petitioner has approached before the Hon'ble Apex Court by filing Special Leave to Appeal (Cri.) No.3854 of 2019. However, on 02.05.2019, the Hon'ble Apex Court has dismissed said Special Leave to Appeal. Since, the Petitioner did not comply with the order dated 20.03.2019 passed by this Court, Respondent No.4 had filed application for cancellation of Bail No.79 of 2018. On 03.03.2022, the Single Judge of this Court and set aside the order dated 11.05.2018 passed by the learned Additional Sessions Judge, Shrirampur, in Criminal Miscellaneous Application No. 83 of 2018 arising out of in Crime No. I-138 of 2018 with the direction to the Petitioner to surrender before the Investigating Officer of Shrirampur Police Station. However, the Petitioner has not disclosed the fact that, he trespassed over the sealed property by breaking the seal and the registration of an offence against him for such illegal acts. So also, he has not disclosed about filing of A.C.B. No. 79 of 2018 by the Respondent Bank and passing of order in respect of depositing of Rs. 35,00,000/- principal amount within stipulated period and on failure to deposit the amount his anticipatory bail was cancelled. He has also not disclosed the fact about the dismissal of Special Leave Petition

(Criminal) No.3854 of 2019 by the Hon'ble Supreme Court on 02-05-2019.

17. It seems that, the Respondent No.4 Bank approached to the District Collector, Ahmednagar for the second time with an application u/s 14 of the SARFAESI, Act. The Petitioner again filed W. P. No.3649 of 2023 before this Court with the prayer for issuance of directions. Accordingly, on 30.03.2023, this Court passed an order and directed the District Magistrate, Ahmednagar to decide the representation dated 14.12.2018 in the light of the judgment passed in Writ Petition No.10069 of 2022, as expeditiously as possible and in any case, within a period of six weeks from the service of the order. It is, therefore, apparent that, the petitioner has suppressed material facts from this court and played "hide and seek", which is not at all pardonable. The conduct of the Petitioner is covered by the law laid down by the Hon'ble Supreme Court in ***Kishore Samrite vs State of Uttar Pradesh and others, (2013) 2 SCC 398*** and ***Bhaskar Laxman Jadhav and others Vs. Karamveer Kakasaheb Wagh Education Society and others, (2013) 11 SCC 531.***

18. It is needless to say that on 15.11.2017, the State Government has issued a Government Resolution and made the one

time settlement scheme applicable in respect of co-operative banks registered under the Maharashtra Cooperative Societies Act to reduce N. P. A. As per the said Government Resolution, doubtful loss or N.P.A were to be considered. The said scheme was up to 31.03.2018. But it was extended up to June 2022. As per Clause 7 of the said Government Resolution dated 15.11.2017, the financial institutions were required to consider the date of N. P. A. account by following the procedure prescribed therein. As per clause 8, the loan borrower and the financial institutions were required to ascertain the specific amount by considering ledger balance (Principal + interest) minimum 5%. As per the said scheme, the loan borrower was required to deposit 25% accrued amount in 11 installments, however, if the loan borrower failed to deposit 25% within a period of one month, in that circumstances, it would be presumed that, the loan borrower has declined the offer. As per Clause 9 (B) all the institutions would be required to apply scheme of O. T. S. without any discrimination.

19. On 16.03.2016, the State Government issued a circular and extended the scheme as a last chance till 31.03.2017. Indeed, the Petitioner submitted an application seeking O. T. S. scheme. On

19.05.2023, Respondent No.4 - financial institution passed an order and rejected the request of the Petitioner on the ground that the Petitioner bank had already seized secured assets/mortgaged property after obtaining the order from the District Magistrate under Section 14 of the SARFAESI, Act. The Petitioner had broken the seal and illegally entered on the seized property. Though the Petitioner was granted sufficient opportunity for repayment of loan, but it remained unpaid. The price of the property is more than the loan amount and the Petitioner is avoiding to repay the loan, so also the RBI imposed ban upon Respondent No.4 as per the provisions and Section 35-A of the Banking Regulation Act.

20 In the case of ***Bijnor Urban Cooperative Bank Limited,*** (supra), the loan borrower cannot claim grant of benefits of OTS scheme as of right and the same is subject to fulfillment of the eligibility criteria mentioned in the scheme. The Hon'ble Apex Court in the case of ***Bijnor*** (supra), has observed in paragraphs 8 and 9 as under:-

> *"**8.** Therefore, as per the guidelines issued, the grant of benefits of OTS Scheme cannot be prayed as a matter of right and the same is subject to fulfilling the eligibility criteria mentioned in the scheme. The defaulters who are ineligible under the OTS Scheme are mentioned in Clause 2, reproduced hereinabove. A willful defaulter in repayment of loan and a*

person who has to paid even a single installment after taking the loan and will not be able to pay the loan will be considered in the category of "defaulter" and shall not be eligible for grant of benefit under the OTS Scheme. Similarly, a person whose account is declared as "NPA" shall also not be eligible. As per the guidelines, the Bank is required to constitute a Settlement Advisory Committee for the purpose of examining the applications received and thereafter the said Committee has to take a decision after considering whether a defaulter is entitled to the benefit of OTS or not after considering the eligibility as per the OTS Scheme. While making recommendations, the Settlement Advisory Committee has to consider whether efforts have been made to recover the loan amount and the possibility of recovery has been minimised, meaning thereby if there is possibility of recovery of the amount, either by initiating appropriate proceedings or by auctioning the property mortgaged and/or the properties given as a security either by borrower and/or by the guarantor, the application submitted by the borrower for grant of benefit under the OTS Scheme can be rejected.

9. *In the present case, despite the fact that it was specifically pointed out before the High Court by way of counter-affidavit that (i) the recovery proceedings under the SARFAESI Act are pending, (ii) the borrower and her husband have availed two credit facilities and both the loan accounts are maintained regularly and the money is being deposited on regular basis; (iii) the Settlement Advisory Committee concluded that the borrower is enjoying a good financial status and the secured assets are sufficient in case if any recovery is to be made and by auctioning the mortgaged property the bank can recover the entire loan amount, the High Court failed to consider the aforesaid aspects in their true perspective and has issued a writ of mandamus as if the grant of benefit under the OTS Scheme can be claimed as a matter of right."*

21. In the case in hand, though the Petitioner has been given sufficient opportunities to repay the loan amount, the Petitioner failed

to do so. Earlier also, the proceeding under the SARFAESI, Act was initiated against the Petitioner. He had also filed two (unsuccessful) writ petitions against Respondent No.4 financial institution. Therefore, it appears that the Petitioner is not willing to repay the loan and has succeeded in frustrating the recovery attempts of the Bank by filing petitions after petitions, on one or other ground.

22. In view of above discussion, We do not find that, the Petitioner is entitled for OTS as per G.R. 31-08-2021 issued by the State Government. So also, action on the part of the Respondent Bank does not appear violative of principles of natural justice and no fundamental right of the petitioner has violated. Rather, the Petitioner has taken law in his hands and shown the courage of breaking the seal and taking possession of the mortgaged property. There are several facts that have been deliberatedly suppressed by the Petitioner.

23. In the case of ***Bhaskar Laxman Jadhav (supra),*** while considering the suppression of the facts, the Hon'ble Supreme Court held that, it is not for a litigant to decide what fact is material for adjudicating a case. It is the obligation of a litigant to disclose all the facts of his case.

24. In the case of ***Kishore Samrite (supra),*** the Hon'ble Supreme Court has clearly held that it is the bounden duty of the Court to ensure that a dishonest attempt to surpass the legal process must be effectively curbed and the Court must ensure that there is no wrongful unauthorized or unjust gain to any one as a result of the abuse of the process of law and one way to curb this tendency is to impose punitive costs. It is further held that, no litigant can play "hide and seek" with the court. Facts ought to be disclosed as the Court knows the law, but not the facts, unless they are disclosed by the litigant. One, who prays for justice, must come with clean hands to the Court and should not indulge in suppression or concealment of material facts which is impermissible.

25. The Hon’ble Apex Court in the case of ***K. Jayaram vs Bangalore Development Authority and Others(2022) 12 SCC 815*** *has Held in (Para 10) as under:*

> *10. it is well settled that the jurisdiction exercised by the High Court under Article 226 of the Constitution is extraordinary, equitable and discretionary and it is imperative that the petitioner approaching the writ court must come with clean hands and put forward all facts before the court without concealing or suppressing anything. A litigant is bound to state all facts which are relevant to the litigation. If he withholds some vital or relevant material in order to gain advantage over the other side then he would be guilty of playing fraud with the*

court as well as with the opposite parties which cannot be countenanced.

26. In the present case, the petitioner has suppressed fact about trespassing over the sealed mortgaged property by breaking the seal/lock for which an FIR was already registered again him. The petitioner also suppressed about obtaining anticipatory bail from the Court of Sessions, and the Order dated 20-03-2019 passed by the Single Bench of this Court and imposition of condition about deposit of 35 Lakhs within 4 weeks with the Respondent Bank. Further he also suppressed the fact of filing of Special Leave Petition No. 3854 of 2019 before the Hon'ble Apex Court and it's dismissal on 02-05-2019. Hence by this petition, the petitioner has not only wasted the time of the court, but also mislead the Court and attempted to play fraud on this Court. Such type of litigant requires to be dealt with by a firm hand and no leniency can be shown to them.

27. Therefore, considering the observations made in Bhaskar Laxman Jadhav (supra), Kishor Samrite (supra) and K. Jayaram (supra), **this Petition is dismissed with cost of Rs.2,00,000/- (Rupees Two Lakhs)**. The Petitioner shall deposit the above said cost with the Registry of this Court within a period of 30 days from today, failing which, we direct the District Collector, Ahmednagar to initiate action

against the petitioner under the provisions of the Maharashtra Land Revenue Code and to recover said amount as arrears of land Revenue.

28. After the amount as directed above is deposited, the Registry of this Court shall transmit the same to the following Institutions as under:-

Sr. No.	**Name of Institution**	**Amount to be transmitted**
1.	The Library of Advocate's Association of Bombay High Court, Bench at Aurangabad	Rs. 25,000/-
2.	Advocates' Association of Bombay High Court, Bench at Aurangabad	Rs. 25,000/-
3.	Infant India, Anandwan, 659/Infant Hill, Infront of Bindusara Dam, N.H. 211, Pali, Beed – 431122. Mobile - 9422693585/9822456411 Canara Bank A/c. No. 3773201000011, IFS Code:CNRB0003773	Rs. 25,000/-
4.	Orphanage home i.e. "Shantivan", Arvi, Tq.Shirur Kasar, District Beed, in the name of "Bhavani Vidhyarthi Kalyan Pratishthan, Arvi" by way of electronic transfer (State Bank of India, Branch Shirur (Kasar), Account No.33446000963, IFSC Code : SBIN0005995).	Rs. 25,000/-
5.	The Government Medical College and Hospital (GHATI) at Chhatrapati Sambhajinagar.	Rs. 50,000/-
6.	The Government Cancer Hospital at Chhatrapati Sambhajinagar.	Rs. 50,000/-

29. Rule is discharged.

[Y. G. KHOBRAGADE, J.] **[RAVINDRA V. GHUGE, J.]**

SMS