

Nikita

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

WRIT PETITION NO.5841 OF 2018

Palus Sahakari Bank Ltd., Palus,
Through Asst. Manager ... Petitioner

V/s.

Firoz Jangluddin Pathan and Ors. ... Respondents

NIKITA
KAILAS
DARADE
Digitally signed by
NIKITA KAILAS
DARADE
Date: 2024.03.11
17:08:24 +0530

WITH

WRIT PETITION NO.6499 OF 2018

Palus Sahakari Bank Ltd., Palus,
Through Asst. Manager ... Petitioner

V/s.

Deepak Vijay Tambade and Ors. ... Respondents

WITH

WRIT PETITION NO.6500 OF 2018

Palus Sahakari Bank Ltd., Palus,
Through Asst. Manager ... Petitioner

V/s.

Abaso Bhimrao Patil and Ors. ... Respondents

WITH

WRIT PETITION NO.5908 OF 2018

Palus Sahakari Bank Ltd., Palus,
Through Asst. Manager ... Petitioner

V/s.

Prakash Balkrishna Tambade and Ors. ... Respondents

WITH

WRIT PETITION NO.5910 OF 2018

WITH

WRIT PETITION NO.6052 OF 2018

Palus Sahakari Bank Ltd., Palus,
Through Asst. Manager ... Petitioner
V/s.
Ibrahim Bandu Pathan and Ors. ... Respondents

WITH
WRIT PETITION NO.5909 OF 2018

Palus Sahakari Bank Ltd., Palus,
Through Asst. Manager ... Petitioner
V/s.
Ramjan Hanif Mujawar and Ors. ... Respondents

WITH
WRIT PETITION NO.5889 OF 2018

Palus Sahakari Bank Ltd., Palus,
Through Asst. Manager ... Petitioner
V/s.
Abaso Bhimrao Patil and Ors. ... Respondents

Mr. V. B. Rajure for Petitioner.

CORAM : AMIT BORKAR, J.

DATED : MARCH 11, 2024

P.C.:

1. Since the common question of fact and law are involved in all these writ petitions, these petitions are being disposed of by this common judgment. For the sake of convenience, facts involved in Writ Petition No.5841 of 2018 are stated.

2. The respondent No.1 borrowed the loan from the petitioner of Rs.3,95,000 with the interest at the rate of 16 % per annum as

and by way of security, the respondent No.1 kept raisin with the petitioner bank. On 4th August 1999 the petitioner executed an agreement with opponent for five years to keep pledged raisin.

3. On 1st April 2003 respondent No.1 defaulted the loan amount. Hence the petitioner disputed recovery of amount of Rs.2,12,811/- along with the interest at the rate of 18% per annum.

4. The Respondent No.1 filed written statement contending that by disposing of the goods placed with the petitioner bank it resulted in loss to the respondent No.1, and, therefore, petitioner is not entitled to the award as claimed against the respondent No.1/borrower,. The Cooperative Court accepted the plea of respondent No.1 and pass an award of Rs.3,95,000/- along with interest at the rate of 16% per annum against opponent Nos. 2.

5. Aggrieved thereby, petitioner filed the appeal before the Cooperative Appellate Court. By the impugned order, the Appellate Court dismissed the appeal.

6. In relation to similar transaction, the petitions filed by the bank came up for consideration before this Court by way of Writ Petition No.4614 of 2019.

7. This Court by assigning reasons in paragraph No.6, dismissed the writ petition.

8. Thereafter, group of petitions in relation to similar transaction came up before another Coordinate Bench of this Court by Writ Petition No.3279 of 2019. The Coordinate Bench of this

Court by order dated 12th February 2024, dismissed the writ petition by confirming order passed by the Cooperative Court.

9. Considering the reasons assigned by Coordinate Bench, in my opinion, no distinguishing facts are place on record to take different view. Hence, the petitions deserves to be dismissed.

10. It is made clear that petitioner bank will be at liberty to proceed in accordance with law against other opponents except respondent No.1.

11. With this clarification, all the writ petitions stands disposed of. No costs.

(AMIT BORKAR, J.)