

Sumedh

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
WRIT PETITION NO. 417 OF 2024

Unity Small Finance Bank Ltd	...Petitioner
<i>Versus</i>	
State of Maharashtra & Anr	...Respondents

Mr Ramesh Dube Patil, *for the Petitioner.*
Mr Abhay Patki, Addl GP with Mr Milind More, Addl GP, *for the Respondent-State.*

CORAM G.S. Patel &
Kamal Khata, JJ.
DATED: 9th February 2024

PC:-

1. The Petition is on the face of it completely misconceived. The Petitioner is a bank. It lent money to one Guruashish Construction Pvt Ltd (“**Guruashish**”). Guruashish was undertaking development part of the Siddharth Nagar development in Goregaon. This was a large development of 47 acres or more. Guruashish went into liquidation. Maharashtra Housing and Area Development Authority (“**MHADA**”) took back possession of the project site. There are several orders of this Court and of the State Government in regard to various aspects of that development. We are not concerned with those. What happened is that Guruashish

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continued to be in default to the Petitioner but did not itself complete construction. Ground (a) of the Petition clearly says that it was Guruashish that obtained a loan from the Petitioner under a mortgage. The second ground is that the Petitioner claims the first charge on 60 unsold residential flats. On the basis that Guruashish utilized the loan for some part of the construction, in ground (c) it is contended that this gives the Petitioner rights to the following reliefs.

“a. This Hon’ble Court may pleased to direct Respondent No. 2 to inform the status or construction of the Meadows Residential Housing Project, Siddharth Nagar to the Petitioner and to complete the remaining work of Meadows Residential Housing Project, Siddharth Nagar within time-bound program;

b. This Hon’ble Court may be pleased to direct Respondent No. 2 to hand over the possession of the 60 mortgaged flats in Meadows Residential Housing Project, Siddharth Nagar to the Petitioner;”

2. It is now solemnly argued that the bank has some legal or constitutional right to demand that MHADA should complete construction of the Meadows Residential Housing Project at Siddharth Nagar and to deliver possession of these residential units to the Petitioner bank so that it can enforce its mortgage against Guruashish which is in liquidation. There is no legal relationship between the Petitioner and MHADA. There is no legal or constitutional duty owed by MHADA to the Petitioner. The Petitioner bank is seeking to perfect title to its security.

3. On the face of it, the entire Petition is misconceived.

4. It is rejected. There will be no order as to costs.

5. The Petitioner is at liberty to take appropriate steps in accordance with law. This does not include filing of a fresh Writ Petition on the same cause of action.

(Kamal Khata, J)

(G. S. Patel, J)