

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

WRIT PETITION NO. 15815 OF 2023

Bhushan Jagannathrao Akkar And Others

VERSUS

Mahalaxmi Nagari Sahakari Pat Sanstha Ltd. Through Its Authorized
Officer

AND

WRIT PETITION NO. 15816 OF 2023

Vithal Kondibasseth Akkar And Others

VERSUS

Mahalaxmi Nagari Sahakari Pat Sanshtha Ltd Jalna Through Its
Authorised Officer

AND

WRIT PETITION NO. 15817 OF 2023

Kavita Vitthal Akkar And Others

VERSUS

Mahalaxmi Nagari Sahakari Pat Sanstha Ltd. Through Its Authorized
Officer

...

Advocate for the Petitioners : Mr. Suryawanshi Prashant D.

...

CORAM : SIDDHESHWAR S. THOMBRE, J.

DATED : DECEMBER 18, 2025

PER COURT :

1. Heard learned counsel for the petitioners.
2. Present petitioners, who are borrowers and guarantors assail the order dated 18.12.2021 passed by the learned Judge, Co-operative Court, Aurangabad in CCA Nos.34/2019, 35/2019 and 33/2019, whereby the dispute filed by the respondent came to be allowed against which the appeals were filed before the Appellate Court and same were dismissed.

3. Learned counsel for the petitioners submits that the petitioners are not members of the respondent/society and therefore, the dispute filed under Section 91 of the Maharashtra Co-operative Societies Act, 1960 itself was not maintainable. Though a specific stand was taken in the written statement before the Co-operative Court and even one of witness who examined on behalf of the bank has also accepted that no record about membership of the petitioners was placed before the Judge, Co-operative Court, therefore, on this ground, he submits that dispute itself was not maintainable. He further submits that the amount extract which was placed before the Co-operative Court are not along with the certificate under Section 65-B of the Indian Evidence Act. Therefore, the authenticity of that record was not verified and only on the submission of those documents, the Judge, Co-operative Court and the Appellate Court allowed the revision. Therefore, he submits that the petitions need to be allowed by setting aside the orders of the learned Judge, Co-operative Court as well as the Appellate Court.

4. After having gone through the order passed by both the Courts below and after going through the record which was placed along with the petition by the petitioners, there is no dispute about the fact that petitioners have availed the loan facility and even they accepted the same before the Co-operative Court and even in the evidence also they have accepted that they have availed the loan

facility. Therefore, once they had accepted their liability and after getting the entire loan amount, subsequently, they failed to repay the amount.

As far as the contention of the petitioners about maintainability of the dispute is concerned, when the petitioners accepted their liability before the Judge, Co-operative Court and after that taking a ground that they are not the members cannot be accepted for the reason that once the loan agreement was executed and there is no denial on the part of the petitioners. Such contentions are liable to be rejected, hence, same is rejected. Once they accepted the liability and other documents which were executed at the time of getting the loan facility and subsequently, to avoid the payment, this ground is raised.

5. Considering the overall evidence led by both the parties before the Judge, Co-operative Court, the same was considered and the dispute came to be allowed and the Appellate Court has also confirmed the same. In view thereof, I do not find any reason to interfere with the orders passed by both the Courts below. All petitions are dismissed. No order as to cost.

(SIDDHESHWAR S. THOMBRE, J.)