

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

WRIT PETITION NO. 3461 OF 2024

Dineshchand Nagarmal Toshniwal Petitioner
V/s
Corporation Bank Limited (Union Bank of
India) and Ors. Respondents.

Mr. Sagar Kasar a/w. Mr. S. P. Patil for the petitioner.
Adv. Nainesh N. Amin for N. N. Amin & Co for the respondent nos 1 & 2
Ms. Kirti Ojha i/b. BLAC Co for the Respondent No. 3-RBI (through VC)

**CORAM : A. S. CHANDURKAR &
M. M. SATHAYE, JJ.**

DATED : 8th JANUARY 2025

P.C.:

1. The learned counsel for the petitioner, on instructions, does not press the prayer clause (b) in the writ petition. Statement accepted.
2. Other directions sought by the petitioner is for execution of the sale deed in his favour. Perused the sale certificate issued by the erstwhile Corporation Bank, which is now Union Bank of India.
3. In the affidavit-in-reply filed on behalf of the Union Bank of India-Bank, it has been stated in paragraph 6 that at the expenses of the petitioner, the Bank is willing to co-operate with the petitioner and have the sale deed executed. For the purpose of registration of the sale deed, it would be necessary for the petitioner to take further steps.

4. The learned counsel for the petitioner submits that within a period of three weeks, draft sale deed would be furnished to the Bank for its approval.

5. Thus, accepting the statement made in paragraph 6 of the affidavit filed by the Bank, the writ petition is disposed of after recording the willingness of the Bank to have the sale deed executed.

(M. M. SATHAYE, J.)

(A. S. CHANDURKAR, J)