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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.12391 OF 2024

The Nashik Road Deolali
Vyapari Sahakari Bank Ltd. ... Petitioner
V/s.
Kishore Vasant Rao Wankhede & Ors. ... Respondents

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Mr. Anilkumar Patil with Ms. Zeel Jain, Mr. Digvijay A.
Patil and Mr. Ashishraj Mane for the petitioner.
Mr. D.N. Salvi with Mr. Sahil Salvi for respondent No.1.
Mr. Y.D. Patil, AGP for respondent Nos.5 to 7-State.

CORAM : AMIT BORKAR, J.

DATED : NOVEMBER 18, 2025

P.C.:

1. **Rule.** Rule is made returnable forthwith.
2. The challenge in this writ petition arises from the order of the revisional authority which has set aside the offset price determined by the District Deputy Registrar. The record shows that the competent authority fixed the offset price after following the procedure under the Rules. The revisional authority has interfered with that determination for reasons that do not bear on the legality of the process adopted.
3. The revisional authority has proceeded on the ground that the creditor has not taken steps to bring the borrower's property to auction. On that basis, it has held that the guarantor's property

cannot be put to auction. This reasoning overlooks the basic principles governing the liability of a guarantor. The law recognises the guarantor's obligation as co-extensive with that of the borrower. The creditor is free to proceed against the borrower or the guarantor. The creditor is not required to exhaust the borrower's assets before moving against the guarantor. This position has been settled through consistent judicial pronouncements. The revisional authority was bound to keep this settled position in view.

4. The revisional jurisdiction under the Act is limited. Its purpose is to examine whether the authority fixing the offset price acted within the bounds of its statutory powers and followed the prescribed procedure. The parameters include notice, assessment of relevant material and consideration of market factors. Once these conditions stand satisfied, the revisional authority has no ground to interfere. The revisional authority has travelled beyond its jurisdiction by entering into the manner in which the creditor chooses to recover its dues. This issue has no bearing on the legality of the order fixing the offset price. Such an approach diverts the enquiry from its legitimate scope and results in an order unsustainable in law.

5. In my considered view, the impugned order cannot stand. The reasoning adopted is contrary to established principles governing the liability of guarantors. It also exceeds the limits of revisional jurisdiction. The order therefore deserves to be set aside.

6. Rule is, therefore, made absolute in terms of prayer clause (b).

(AMIT BORKAR, J.)