

Shabnoor

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.6764 OF 2023

WITH
INTERIM APPLICATION NO.7346 OF 2024

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Pravin Ankushrao Gawade & Anr. ... Petitioners

V/s.

Kulswami Cooperative Credit
Society Limited. & Ors. ... Respondents

Mr. Ashish G. i/b Jay & Co. for the petitioners.

Mr. Manoj A. Patil, for respondents.

CORAM : AMIT BORKAR, J.

DATED : SEPTEMBER 19, 2025

P.C.:

1. The present writ petition arises from the issuance of recovery certificates under Section 101 of the Maharashtra Cooperative Societies Act, 1960. Three separate and independent certificates were issued. Instead of filing separate petitions for each, the petitioners have chosen to file a common writ petition challenging all three certificates together.

2. Prayer Clause (b) of the petition assails an order passed by the District Magistrate in exercise of powers under Rule 107(d-1) (vii) of the Maharashtra Cooperative Societies Rules, 1961.

3. This Court has, in Writ Petition No. 1331 of 2025 (Amit Prakash Jori & Anr. vs. State of Maharashtra & Ors.), after

examining the scheme of the Act and the Rules, categorically held that the powers exercised under Rule 107(d-1)(vii) are executionary and ministerial in nature. The authority discharges functions of implementing the recovery machinery provided by law, and does not act in a quasi-judicial capacity. Hence, such an order does not invite judicial review under Article 226, as no adjudicatory function or determination of rights is involved. The order is only in aid of execution.

4. In view of the above authoritative pronouncement, no writ can be entertained against the order impugned in prayer clause (b). Accordingly, the petition, to the extent of prayer clause (b), stands dismissed.

5. Coming to prayer clause (a), it is necessary to note the sequence of events. On 9th June 2023, the petitioners filed an undertaking indicating the manner in which they proposed to dispute the amount. That undertaking was never complied with. On 13th June 2023, a statement was made on behalf of the petitioners that they would deposit an amount of Rs. 25 lakhs, subject to certain conditions. On the strength of that assurance, this Court continued the ad-interim relief. However, even this conditional assurance was not honoured. The promised amount was never deposited. As a result, the interim relief granted earlier stood vacated.

6. Thereafter, the petitioners attempted to revive the matter by filing a fresh application, coupled with another undertaking, seeking permission to deposit the same amount with renewed

conditions. However, even the second undertaking was breached, and the deposit was not made. Owing to this repeated non-compliance, this Court, by order dated 5th September 2023, vacated the interim relief in express terms.

7. The record demonstrates that the petitioners obtained interim protection from this Court on the basis of solemn undertakings and assurances, which were never honoured. Relief obtained by making promises to the Court and then disowning them strikes at the root of judicial process. Unless such conduct is strictly discouraged, the sanctity of undertakings before the Court would lose its meaning. Therefore, since the petitioners failed to honour both undertakings and continued to seek benefit of interim protection, no ground survives for continuation of interim relief. The interim relief stands vacated.

8. It shall be open to the concerned Society to proceed with recovery proceedings in accordance with law, without being restrained by any interim order of this Court.

9. It also needs to be clarified that each of the three recovery certificates issued under Section 101 is independent and relates to a distinct subject matter. A common challenge to all three certificates in one petition is not legally proper. If the petitioners are so advised, they may file separate writ petitions challenging each certificate on grounds available in law.

10. With the above liberty, the present writ petition is not entertained and accordingly stands disposed of.

11. In view of the disposal of the writ petition, nothing survives in the interim application. Hence, the interim application stands disposed of.

(AMIT BORKAR, J.)