

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO. 5209 OF 2025**

Mr. Ivan Almeida

... Petitioner

V/s

Dattatray Maharaj Kalambe Jaoli Sahakari
Bank Ltd and Others

... Respondents.

Mr. J.J. Xavier a/w Ms. Carina Xavier, Mr. Rahil Hanif, Ms. Kaniz Fathima, Mr. Raj Ambekar, Ms. Gavri Jadhav, Ms Richa Dubey, Advocates for the petitioner.

Mr. Pradeep Gole, Advocate for respondent no.1.

Shri. S. B. Kalel, Assistant Governemnt Pleader for Respondent No. 3

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

DATE : 23rd APRIL, 2025

P.C. :

1] The learned counsel for the petitioner has tendered an Undertaking signed by the petitioner stating therein that the petitioner would pay the dues of respondent no.1-Bank in installments by 30/10/2025, as stated therein. It is further stated that in the event of default committed by the Petitioner, the respondent nos.1 Bank and Respondent No. 2 Court Commissioner would be permitted to take possession of the secured assets. The learned counsel appearing for respondent nos. 1 Bank, on instructions submits that the Bank is agreeable to the aforesaid mode of recovery of dues. Undertaking filed by the petitioner is taken on record and marked "A" for identification.

2] The writ petition is disposed of in terms of the said Undertaking which would be binding on the petitioner as well as respondent no. 1

Bank. Needless to state that until the entire outstanding is cleared by the petitioner, he shall not create any third party rights/interests in the secured assets which have been referred to in paragraph 5 of the Undertaking.

3] The statement made on behalf of the respondent nos. 1 Bank that possession of Flat No.403 described in paragraph 5(b) of the Undertaking shall not be taken is recorded. However, in case of default as referred to in paragraph 5 of the said Undertaking, this statement shall cease to operate.

(M. M. SATHAYE, J.)

(A. S. CHANDURKAR, J.)