

IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CIVIL APPELLATE JURISDICTION  
WRIT PETITION NO.7353 OF 2025

Sandhya Mukund Ingawale ... Petitioner  
**Vs.**  
Special Recovery Officer, The Baramati  
Sahakari Bank Limited and others ... Respondents

AND  
WRIT PETITION NO.7354 OF 2025

Prakash Balwantrao Ingawale ... Petitioner  
**Vs.**  
Special Recovery Officer, The Baramati  
Sahakari Bank Limited and others ... Respondents

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Mr. Sushant S. Prabhune for Petitioner in both the Petitions.  
Ms. V. S. Nimbalkar, AGP for Respondent Nos.3, 4 and 8 - State in both the Petitions.

**CORAM : MANISH PITALE, J.**  
**DATE : JUNE 11, 2025**

**P.C. :**

. These petitions were mentioned yesterday projecting grave urgency in the matter. The petitions challenge impugned recovery certificates issued under Section 101 of the Maharashtra Co-operative Societies Act, 1960 and the consequent possession notices, indicating that the principles of natural justice were violated. Considering the urgency of the matter, the petitions were directed to be listed today.

2. The recovery certificate, which is the subject matter of challenge in these petitions, pertains to recovery of an amount of Rs.1,21,20,862/- as on the date of issuance of the said certificate i.e. 05.06.2023. This is in the backdrop of a loan facility advanced to the respondent - M/s. Laxmi Industries. Since there was default in repayment of the loan, the respondent Co-operative Bank i.e. Baramati Sahakari Bank Limited

initiated proceedings under the provisions of the said Act.

3. The learned counsel for the petitioner submits that the petitioner in Writ Petition No.7353 of 2025 is a lady, who had no notice of the proceedings initiated by the respondent Co-operative Bank. It was only when the possession notice was issued and served upon her that she came to know about the recovery certificate. This amounts to clear violation of principles of natural justice and therefore, despite the availability of the alternative remedy of filing a revision application under Section 154 of the aforesaid Act, the petitioner has rushed to this Court to file a writ petition, seeking urgent interim reliefs. It is brought to the notice of this Court that the property, which is the subject matter of the possession notice in this petition, was mortgaged by way of a supplementary mortgage deed. It was emphasized that despite the said petitioner being a guarantor, she was never made a party nor was she served with any notice prior to initiating proceedings that culminated in recovery certificate being issued under Section 101 of the said Act.

4. As regards Writ Petition No.7354 of 2025, it is submitted that the petitioner therein is also a guarantor. Although, he was shown as a party to the proceedings that led to issuance of the recovery certificate, the documents in the form of acknowledgment cards etc., on the basis of which it was claimed before the competent authority that the said petitioner had been served with notice, show that actual notice was never served upon the said petitioner and hence in this case also, there was blatant violation of principles of natural justice. Accordingly, the said petitioner has also invoked writ jurisdiction and seeks urgent interim reliefs.

5. It is submitted that the respondent Co-operative Bank was served with papers pertaining to these two writ petitions and it was also put to notice that the petitions were being taken up for consideration today

before this Court.

6. The petitioners are directed to place on record affidavits of service in support of the aforesaid contention, within one week from today.

7. This Court is of the opinion that the learned AGP is correct in indicating that there is indeed an alternative remedy in the form of invoking revisional jurisdiction under Section 154 of the aforesaid Act. But, the law pertaining to existence of alternative remedy and in that context, the Writ Court not entertaining writ petitions, also recognizes that in certain circumstances, including situations where there is violation of principles of natural justice, writ petitions can be entertained. It is to be noted that in some cases, since Section 154 of the aforesaid Act mandates deposit of 50% of the amount to be recovered, as a pre-condition, parties rush to the Writ Court for relief seeking to avoid the requirement of depositing 50% of the amount.

8. It is in this backdrop that the contentions raised on behalf of the petitioners are being considered.

9. The documents filed with Writ Petition No.7353 of 2025 show that the petitioner therein indeed was a guarantor and that a supplementary mortgage deed was executed, whereby a particular shop was also shown as security and it was mortgaged. But, the recovery certificate issued in the present case does not indicate that the petitioner - Sandhya Mukund Ingawale was shown as a party or that, she was otherwise served with notice with regard to the said proceedings. A *prima facie* case is made out by the petitioner to claim that principles of natural justice were violated while issuing the recovery certificate, insofar as she is concerned. Although the said petitioner is the wife of the proprietor of the principal borrower, that in itself, may not be a ground to claim that the petitioner need not have been served in the

matter. Being a guarantor and the fact that she had executed a supplementary mortgage deed, *prima facie*, shows that she deserved to be put to notice when the proceedings were initiated by the respondent Co-operative Bank. In that light, there appears to be substance in the contention raised on behalf of the said petitioner that she became aware about the proceedings only when possession notice dated 30.05.2025 was served upon her. Therefore, this Court is inclined to consider her writ petition.

10. As regards the petitioner in Writ Petition No.7354 of 2025 - Prakash Balwantrao Ingawale, the recovery certificate itself shows that he was a party to the proceedings. The contention raised on behalf of the said petitioner that he was not served with notice prior to issuance of such recovery certificate will have to be tested on the documents placed on record. The acknowledgment cards, at one place, show signature of some other individual and at another place, no signature is found. This does indicate that the said petitioner may have an arguable case but it is not on the same footing as that of the petitioner - Sandhya Mukund Ingawale. Since the respondent Co-operative Bank has not appeared despite the petitioners having intimated about the petitions being taken up for consideration today, this Court, for the present, is inclined to consider the relief claimed by the petitioner - Prakash Balwantrao Ingawale also. It is expressly indicated that the question regarding maintainability of these writ petitions is still kept open.

11. But, the learned counsel for the petitioners is fervently praying for interim relief in these writ petitions. Considering the specific contentions raised on behalf of the petitioner - Sandhya Mukund Ingawale in Writ Petition No.7353 of 2025, this Court is inclined to grant ad-interim relief till the next date. But, insofar as the petitioner - Prakash Balwantrao Ingawale in Writ Petition No.7354 of 2025 is concerned, ad-interim

relief till the next date can be granted only upon imposing appropriate condition. In fact, during the course of hearing in the morning session, this Court had permitted the learned counsel appearing for the petitioners to take appropriate instructions in the matter with regard to the amount that could be paid / deposited with the respondent Co-operative Bank. In the afternoon session, the learned counsel for the petitioners submitted that the petitioner - Prakash Balwantrao Ingawale would be depositing an amount of Rs.30 lakhs within a week from today so as to show *bona fide* for pressing interim relief in Writ Petition No.7354 of 2025.

12. In view of the above, issue notice, returnable on 30.06.2025. Ms.Nimbalkar, learned AGP waives notice on behalf of respondent Nos.3, 4 and 8 in both the writ petitions. The petitioners are directed to additionally serve the other respondents by way of private service and to file an affidavit of service within a week from today.

13. In the meanwhile, by way of ad-interim direction, the possession notice dated 30.05.2025 is stayed, subject to the petitioner in Writ Petition No.7354 of 2025, paying / depositing an amount of Rs.30 lakhs with the respondent - Baramati Sahakari Bank Limited within a week from today. Upon paying / depositing the said amount, the aforesaid petitioner shall file proof thereof in this Court on or before 18.06.2025. It is made clear that if the said direction is not complied with, the ad-interim order passed today shall stand vacated without further reference to this Court.

14. The learned counsel for the petitioners submits that the shop and residential premises, subject matter of the said possession notice dated 30.05.2025, have been sealed today.

15. If that be so, the respondent Co-operative Bank shall de-seal the

same till the next date of listing, subject to the petitioner in Writ Petition No.7354 of 2025 complying with the aforesaid direction.

16. In view of the observations made hereinabove, it is clarified that the ad-interim order with regard to Writ Petition No.7353 of 2025 is not subject to condition of payment / deposit and such condition is made applicable only to the petitioner in Writ Petition No.7354 of 2025. It is further made clear that the possession notice is stayed only in respect of shop No.6 pertaining to the petitioner in Writ Petition No.7353 of 2025 and residential flat pertaining to the petitioner in Writ Petition No.7354 of 2025.

**(MANISH PITALE, J.)**

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