

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.16511 OF 2025

Nainesh V. Sanghavi HUF

...Petitioner
(Org. Applicant)

Versus

NKGSB Co-operative Bank Limited & Anr.,

...Respondents

Mr. Ram Upadhyay, Narayan Mishra i/b Law Competere Consultus for the Petitioner.

Mr. Sanjay Anabhawane i/b Ms. Medha Rane for Respondent No.1 – Bank.

CORAM : R.I. CHAGLA AND
FARHAN P. DUBASH, JJ.

DATE : 24 DECEMBER, 2025

ORDER :

1. By our Order dated 8th December 2025, we had directed DRT-II, Mumbai to handover the original title documents of the said Flat being Flat No.52, Manu Bhavan, Bhagat Singh Road, Vile Parle (West), Mumbai – 400 056 to the Petitioner by 22nd December, 2025. We had further directed Respondent No.1 – Bank to execute the Sale Certificate and handover physical possession of the said Flat to the Petitioner on 23rd December, 2025. With these directions, the

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present Writ Petition was disposed of and the matter was placed for compliance today.

2. When the matter was called out, Mr. Ram Upadhyay, learned Counsel appears on behalf of the Petitioner and submits that on 19th December 2025, DRT-II, Mumbai has handed over the original title documents of the said Flat to him. Statement is accepted and we note compliance of this direction.

3. Insofar as the Sale Certificate and possession is concerned, Mr. Upadhyay, learned Counsel who appears on behalf of Petitioner submits that Respondent No.1 – Bank has issued a draft Sale Certificate, a copy of which is annexed to the Affidavit of Respondent No.1 dated 24th December, 2025. A perusal of this draft Sale Certificate reveals that on the last page, Respondent No.1 – Bank has mentioned a list of three encumbrances. On going through these three encumbrances, we find that these items ought not to have been included in the draft Sale Certificate.

4. Mr. Anabhawane, learned Counsel appears on behalf of Respondent No.1 – Bank also agrees with us and states that the same

shall forthwith be removed and his client shall immediately issue another draft Sale Certificate and forward the same to the Petitioner during the course of the day. The statement is accepted.

5. Mr. Anabhawane on instructions also confirms that Respondent No.1 – Bank is in possession of the said Flat as on today. Mr. Anabhawane further states on instructions that on 26th December, 2025 at 11.00 a.m., Respondent No.1 – Bank shall handover the original Sale Certificate, duly signed, to the Petitioner together with quiet, vacant and peaceful physical possession of the said Flat. Statement made by Respondent No.1 – Bank is accepted.

6. Mr. Anabhawane further states that all outstanding maintenance charges, due and payable to the Society shall be borne by Respondent No.1 – Bank and the other banks. He further submits that all the claims made by the other banks over the said Flat shall also be settled between the banks, who shall appropriate the sale proceeds between them on pari passu basis, relinquishing their respective claims on the said Flat. The statement is also accepted.

7. The Writ Petition shall be placed for compliance on 5th
January, 2026.

[FARHAN P. DUBASH, J.]

[R.I. CHAGLA, J.]

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Kavita S.J.