**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD**

WRIT PETITION NO. 3552 OF 2026

EKNATH ARJUN PATEKAR
VERSUS
SAMARTH SAHAKARI BANK MARYADIT JALNA AND OTHERS

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Mr. Ramesh Navanath Dhakane, Advocate for the Petitioner.

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CORAM : S. G. CHAPALGAONKAR, J.
DATED : 07th APRIL, 2026.

P.C.:-

1. The present Writ Petition takes exception to order dated 17.11.2025 passed by Maharashtra State Co-operative Appellate Court, Mumbai Bench at Aurangabad in Appeal No.60/2025, thereby upholding judgment and Award dated 18.02.2022 passed by Co-operative Court, Aurangabad in Dispute No.264/2021.

2. Undisputedly, petitioner had obtained loan of Rs.40,000/- on 23.05.2012 from respondent-Bank. He had agreed to pay interest @ 15% per annum and penal interest @ 2% per annum in case of default in installment. The disputant Bank maintained loan account. As on 31.03.2021, there was balance of Rs.1,57,696/- against petitioner. Accordingly, respondent Bank had issued a legal notice to petitioner for repayment of due amount. However, it was not acted upon by petitioner. Eventually, respondent Bank filed Dispute No.264/2021 before Co-operative Court at

Aurangabad. Undisputedly, petitioner was served with notice of dispute. The copy of notice and postal track consignment report is part of record, which suggests that petitioner was duly served on 18.12.2021. The petitioner did not bother to appear or contest proceeding before Court. Eventually, dispute proceeded *ex-parte* resulting into decree. The petitioner preferred Appeal No.60/2025 before Co-operative Appellate Court, which came to be dismissed on 17.11.2025. Hence, this Writ Petition.

3. The learned Advocate appearing for petitioner submits that *ex-parte* decree has been passed against petitioner. The petitioner has already deposited principal amount with Bank. He is disabled person. Therefore, indulgence is required in Writ jurisdiction.

4. Having considered submissions advanced, this Court finds that petitioner was duly served with notice of dispute. He admits that he had availed loan amount of Rs.40,000/- from disputant Bank in year 2012. The interest rate applied by Bank is in tune with agreement between parties. If petitioner has failed to appear before Co-operative Court inspite of due service of notice and suffered *ex-parte* decree, petitioner to blame himself. Even otherwise, Co-operative Court or Co-operative Appellate Court are justified in holding that petitioner is liable to pay default amount to disputant Bank. Hence, no case is made out for interference in impugned order in Writ jurisdiction of this Court.

5. In result, Writ Petition stands dismissed.

(S. G. CHAPALGAONKAR)
JUDGE

Devendra/April-2026