# IN THE HIGH COURT OF JUDICATURE AT BOMBAY

## CIVIL APPELLATE JURISDICTION

## WRIT PETITION NO. 7141 OF 2026

1. Sangeeta Rajaram Harmale
Age: About 65 years, Occ: Household, Widow and legal heir of Late Shri Rajaram Sakharam Harmale

2. Arpita Pravin Harmale
Occ: Household, Widow and legal heir of Late Shri Pravin Rajaram Harmale, Both residing at Room No. R E-11, Shri Seva Mandal, Shivdee Cross Road, Wadala, Mumbai – 400 033. .. Petitioners

**Versus**

1. State of Maharashtra
Notice to be served through the Government Pleader (High Court) Appellate Side, Mumbai.

2. Shivkrupa Sahakari Patpedhi Ltd.
A Co-operative Society registered under the Maharashtra Co-operative Societies Act, 1960, Having its Head Office at: Shivkrupa Bhavan, Plot No. 225, TTC Industrial Area, Thane Belapur Road, Rabale, Navi Mumbai-400701.

3. Deputy Registrar, Co-operative Society, (On Deputation), Mumbai, 6/603, Durga Krupa Co-operative Hosing Society, Hanuman Chowk, Navghar Raod, Mulund (E), Mumbai-400081

4. Special Recovery Officer
Shri Ashok Lavhaji Phadtare

5. Ashok Ramesh Patil
Bhaskarwadi, Near Mahatma

Ganpati Mandir, Shivdee Cross Road,
Wadala, Mumbai - 400 033.

6. Sandip Chagan Kamble

Room No. 218, Vimal Building, Shivdee Cross Road, Wadala, Mumbai - 400 033.

7. Sanjay Dagadu Kamble

Room No. 186, Navin Jayfalwadi, Near Vitthal Mandir, Tardev, Mumbai - 400034 .. Respondents

...

Mr. Vishant Rathod a/w Ms Neha M. Zanje, for the Petitioners.

Mr. S. P. Kamble, AGP, for Respondent Nos. 1 and 3.

Mr. Amul Jawale, for Respondent Nos. 2 and 4.

...

**CORAM: BHARATI DANGRE &**
**MANJUSHA DESHPANDE, JJ.**

**DATED : 10th JUNE, 2026**

**Judgment [Per Bharati Dangre, J.]:-**

1. The Petitioners have approached this Court praying for quashing and setting aside the possession notice dated 22.05.2026 issued by the Special Recovery Officer of Respondent No. 2, Shivkrupa Sahakari Patpedhi Ltd., Navi Mumbai.

Though it is not disputed that the Petitioners have already invoked the statutory remedy under Section 154 of the Maharashtra Co-operative Societies Act, 1960 by filing Revision Application, raising a challenge to the Recovery Certificate, in absence of the officer to pass any orders in the Revision Application, in the wake of the urgency expressed, the Petitioners were constrained to approach this Court.

2. We have heard the respective counsel for the Petitioners, the learned counsel representing Respondent Nos. 2 and 4 and the learned AGP for the State.

Certain facts being not disputed, it is only worth to note that one Shri Rajaram Sakharam Harmale and Shri Pravin Rajaram Harmale, the original borrowers, who borrowed a sum of Rs.10,00,000/- from Respondent No. 2, were unable to repay the amount, which resulted into a Recovery Certificate being issued by the Deputy Registrar, Co-operative Societies on 15.12.2023, and this directed a recovery of Rs.13,11,850/-. On 08.10.2024, Rajaram Sakharam Harmale one of the borrowers expired to be followed by the death of Pravin Rajaram Harmale on 17.12.2024. This left the two Petitioners with a liability for the aforesaid amount borrowed by their respective husbands, with the Recovery Certificates staring at their face.

3. According to the Petitioners, Respondent No. 2 received an amount of Rs.5,84,975/- from the Insurance Company towards the loan amount of the deceased borrowers and the same was credited to the loan account. However, since the balance amount could not be cleared, the Special Recovery Officer, i.e. Respondent No. 4 persuaded the proceedings by issuing notices upon the Petitioners to handover the vacant and peaceful possession of the residential premises and also threatening coercive possession to be taken with police assistance.

As per the Petitioners, an amount of Rs.1,00,000/- was deposited in the loan account on 01.06.2026.

Being aggrieved by the action of Respondent Nos. 2 and 4, a Revision Application is also filed, but in exceptional circumstances, we are entertaining the Writ Petition, as we are informed that the presiding officer is not available to take up the hearing of the Revision Application expeditiously.

4. During the course of hearing, the learned counsel for Respondent Nos. 2 and 4 has placed before us the computation of the amount due and receivable by them, and by deducting the insurance amount, the amount as on 09.06.2026, which is computed to be receivable by it is set out in Rs.13,59,845/-. This included the principal amount of Rs.10,50,150/- and the interest of Rs.2,28,528/- as well as the legal expenses of sum of Rs.61,810/- and the surcharge of Rs.19,357/-.

The learned counsel for the Petitioners has also placed before us his computation and, according to him, only a sum of Rs.4,30,716/- is due and payable, and this contention of the Petitioners, we out-rightly reject, considering the fact that the loan amount was of Rs.10,00,000/- and it carried an interest at the rate of 15.50% and, therefore, the contention that what was due and payable was only a sum of Rs.12,13,836/- to be paid in 84 months with EMI of Rs.19,578/- being paid every month commencing from 23.03.2021, according to us, by no stretch of imagination the balance amount can be computed as Rs.4,30,716/-.

5. In any case, considering the precarious position of the Petitioners, who are the widows of those persons who have borrowed the amount, we expect the learned counsel for Respondent Nos. 2 and 4 to make an offer for onetime settlement and, on instructions, from the concerned, the

learned counsel make a statement that, by way of onetime settlement, an amount of Rs.8,00,000/- can be accepted, provided the amount is paid without any default by the Petitioners.

He also fairly concede that a sum of Rs.1,00,000/- is deposited in the month of June and, therefore, the Petitioners are entitled to have a deduction of Rs.1,00,000/- further and, thus, they are now liable to pay a sum of Rs.7,00,000/-.

The Petitioner No. 2, who is present in the Court, instructed her counsel to make a statement that this amount shall be deposited by her in the loan account in five installments. The four equal installments of Rs.1,50,000/- and the balance to be cleared in the fifth installment. However, it is undertaken that, in any case, the entire amount of Rs.7,00,000/- shall be cleared on or before 31.10.2026.

When we made it clear to the Petitioners that any default in payment of any installment would empower the Recovery Officer to take possession of the premises, the Petitioners have readily acceded to the same. In the wake of this, we pass the following order:

**ORDER**

(i) By way of one time settlement, Respondent No. 2 has agreed to consider the full and final settlement due and payable by the Petitioners to be Rs.7,00,000/- in lieu of their computation of Rs.13,59,845/-.

(ii) The amount is agreed to be deposited in the loan account by the Petitioners in the following tranches:

| | |
|---|---|
| June | - Rs.1,50,000/- |
| July | - Rs.1,50,000/- |
| August | - Rs.1,50,000/- |
| September | - Rs.1,50,000/- |
| October | - Rs.1,00,000/- |

(iii) The payment towards each tranche shall be deposited on or before 15th day of every month into the loan account.

(iv) Any single default in deposit of the amount as agreed above shall empower the Recovery Officer to take appropriate steps for securing the vacant and peaceful possession of the residential premises of the Petitioners, which is specifically set out in the notice dated 22.05.2026, and the Petitioners in that case will not be entitled for any relief in form of any restrain order against the Recovery Officer.

(v) Upon the amount as mentioned above being repaid by the Petitioners in favour of Respondent No.2, the papers relating to the property of the Petitioners shall be forthwith released in their favour.

6. Upon the aforesaid order being passed, the learned counsel for the Petitioners undertake to withdraw the Revision Application pending before the District Deputy Registrar.

With this, the Writ Petition is disposed off.



**(MANJUSHA DESHPANDE, J.)** **(BHARATI DANGRE, J.)**

*Rushikesh*