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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **W.P.(C) 7022/2022**

PRADEEP RAI

.....Petitioner

Through: Mr. T.D. Yadav, Adv.

versus

**THE REGISTRAR COOPERATIVE SOCIETIES GOVT OF NCT
OF DELHI & ORS.**

.....Respondents

Through: Mr. Ankur Gupta, Ms. Pragya Aggarwal, Ms. Prem Lata, Advs. with Mr. Naveen Rathore, AR of Bank Mr. OP Gaggar and Mr. Sachindra Karn, Advs. for R-4.

CORAM:

JUSTICE PRATHIBA M. SINGH

JUSTICE MADHU JAIN

ORDER

% **22.01.2026**

1. This hearing has been done through hybrid mode.
2. The present petition has been filed challenging the impugned order of attachment dated 11th March, 2022, passed by the Registrar of Co-operative Societies (hereinafter “RCS”), whereby the bank account of the Petitioner has been attached.
3. The grievance of the Petitioner is that as against the loan of Rs. 50,000/- availed by the Petitioner’s wife from the Respondent No. 3 - Vaish Cooperative Adarsh Bank Ltd. (hereinafter “the Bank”), the Petitioner has already paid a sum of Rs. 1,29,928/-. However, the dues were kept pending against the Petitioner and pursuant to the demand raised by the Bank the



impugned attachment order has been passed by the RCS.

4. The matter was first considered on 5th May, 2022, on which date the Court had stayed the operation of the impugned order till the next date of hearing. Thereafter, the said order dated 5th May, 2022 was made absolute during the pendency of the petition on 5th December, 2024.

5. On 18th August, 2025 the matter was then sent to mediation upon mutual consent of the parties, and on 9th October, 2025 the Id. Counsel for the Petitioner had submitted that Rs. 50,000/- shall be deposited by 10th November, 2025.

6. Thereafter, on 17th December, 2025 the Court had recorded as under:

“1. The respondents have submitted a written proposal through a Board Resolution No. 13 that, against the total liability of Rs. 8,46,102/- (Rupees Eight Lakh Forty-Six Thousand One Hundred and Two only), the amount already paid, viz. Rs. 50,000/- on 3rd November, 2025, shall be adjusted and that upon payment of the balance amount of Rs. 2,00,000/- by 31st January, 2026, the loan liability of the petitioner can be settled.

2. As against the above, the learned counsel appearing for the petitioner states that, out of the outstanding amount after adjusting Rs. 50,000/-, another amount of Rs. 50,000/- shall be tendered today to the respondents through a demand draft bearing No. 472913, drawn on Yes Bank.

3. Learned counsel appearing for the petitioner, on instructions, in response to the Court's query states that he shall deposit an amount of Rs.1,00,000/- in any case by 15th January, 2026.”

7. As per the above order, a further sum of Rs. 1.5 lakhs was to be handed



over, out of which a sum of Rs.50,000/- has already been paid. The remaining amount is to the tune of Rs. 1 lakh which, in terms of order dated 17th December, 2025 has been handed over today by the Petitioner to Mr. Ankur Gupta, Id. Counsel for the Bank and Mr. Naveen Rathore, the authorised representative of the Bank. A copy of the same is taken on record.

8. Upon this demand draft being encashed, the order dated 17th December, 2025 shall fully stand satisfied in terms of this order. There is a dispute of Rs. 50,000/- according to the Respondent, which in the opinion of this Court, cannot be reopened as the recording in the order extracted above is clear.

9. Accordingly, the impugned attachment orders shall stand quashed.

10. It is made clear that upon encashment of the said demand draft no further amount is liable to be paid by the Petitioner.

11. The writ petition is disposed of in these terms. Pending applications, if any, are also disposed of.

PRATHIBA M. SINGH, J

MADHU JAIN, J

JANUARY 22, 2026

dj/msh