

MHCA120000152026



Received on: 13/01/2026
Registered on: 13/01/2026
Decided on: 06/07/2026
Duration : D. M. Y.
23 05 01

Exhibit No.12.

**MAHARASHTRA STATE CO-OP. APPELLATE COURT MUMBAI,
BENCH AT PUNE
(BEFORE V.B. KULKARNI, MEMBER)
APPEAL No. 02 of 2026**

ARISING OUT OF THE JUDGMENT AND ORDER DATED
28/11/2025 PASSED IN THE DISPUTE NO. 177/2017
BEFORE CO-OP. COURT NO.2, SANGLI

Yashwant Sahakari Bank Ltd. Miraj,
Through Custodian,
Shri. Anil Satchidanand Pailwan,
R/o. C/o. Yashwant Sahakari Bank Ltd.
Jawahar Chowk, Patel Super Market,
Miraj, Dist. Sangli.

....Appellant

V/S

01] Shri. Aappasaheb Baburao Chougule
(Legal Heirs)

1/1] Smt. Mangal Aappasaheb Chougule.

1/2] Shri. Prakash Aappasaheb Chougule.

1/3] Lata Aappasaheb Chougule.

1/4] Dipika Aappasaheb Chougule.

All R/o. Chincwad, Tal. Shirol,
Dist. Kolhapur.

02] Shri. Kantilal Baburao Chougule,
R/o. Jain Basti, Shniwar Peth, Miraj,
Tal. Miraj, Dist. Sangli.

.....Respondents

Ld. Advocate Shri. N.S.Pirjade, for the Appellant.

Ld. Advocate Mr. B.S.Khillare, for the respondent No.1/1, 1/3 and 1/4.

The respondent No. 1/2 is not served hence appeal is dismissed against him

The respondent No.2 is reportedly dead hence appeal is abated against him.

J U D G M E N T

(Delivered on 07th July of 2026)

1) Being aggrieved by the judgment and order dated 28/11/2025 passed in the dispute No. 177/2017 by the Ld. Judge Co-operative Court No.2 Sangli, the present appeal is preferred by the original disputant.

2) The appellant is the original disputant whereas the respondents are the original opponents. Therefore, the parties are hereinafter referred to their original status.

3) In order to appreciate the correctness of the impugned judgment and order, following are the facts in the nutshell.

A] The disputant bank has filed the dispute bearing No. 177/2017 against the legal representatives of the deceased borrower and one of the sureties for loan recovery of Rs.8,95,443/- with interest thereon @ 19.5% p.a. from 31/03/2013 till realization and to attach and dispose off secured properties of the opponents and to adjust sale proceeds towards claim amount.

B] According to the disputant bank, the deceased borrower had obtained loan of Rs.2,20,000/- on 11/08/2000 to which the opponent No.2 and one Rashid

were sureties. The borrower and sureties had executed loan documents and accepted joint several liability. The opponent No.1 had offered his property as a security to the loan in question. The borrower and sureties were members. The agreed rate of interest was 19.5% p.a.. The borrower expired and the loan remained outstanding. Therefore the legal representatives are also liable for the dues. In spite of demands made and notices issued the opponents have failed to square up loan account. Hence the dispute came to be filed.

4) A] The opponent No.1/1, 1/3 and ¼ filed the W.S. at Exh.13 and denied loan transaction and loan liability. According to them the alleged borrower expired on 14/08/2006 and therefore the dispute filed after prescribed period of limitation is barred by law.

B] The opponent No. 1/2 and 2 placed exparte.

5) On the basis of pleadings the issues have been framed at Exh.22.

6) The disputant has examined its authorized representative named Mr. Maheboob Khatib at Exh.27 and filed loan documents on record. The opponents have failed to cross examine witness of the disputant and failed to lead evidence.

7) After hearing, the Ld. Trial Court is pleased to dismiss the dispute for want of limitation.

8) Being aggrieved by the said judgment, the original disputant bank has preferred the appeal.

- 9) Heard Ld. Advocate for the appellant and the respondent No.1/1, 1/3 and 1/4. The respondent No.1/2 is placed exparte. The appeal is abated against the respondent No.2.
- 10) Considering the record, following points arise for my determination and I have recorded my findings thereon for the reasons to follow.

Sr.	POINTS	ANSWERS
1	Whether impugned Judgment and Order passed are according to the law?	As per final order.
2	Whether the dispute filed is within limitation ?	As per final order.
3	What order ?	As per final order.

11) **REASONS**

POINT NO.1 & 2:

After closing the matter for judgment, the Ld. Advocate for the appellant and the respondents have submitted that the matter is settled as the opponents have deposited amount of Rs.3,03,427/- and the bank has waived remaining claim. Therefore without discussing merit of the case the judgment came to be passed modifying the decree of the trial Court. Thus, the dispute is partly decreed. The opponent No.1/1 to 1/4 are held liable to the disputant bank jointly and severally an amount of Rs.3,03,427/-. The disputant bank has

waived remaining claim. The parties to bear their own cost throughout.

38) In view of above discussion the merit of the appeal is not discussed. Hence the appeal is disposed off. Thus, **the point No. 1 and 2 are answered as per final order.**

39) POINT NO.3:-

Discussing as above, the appeal No.02/2026 is hereby disposed off. The judgment and order dated 28/11/2025 passed in the dispute No. 177/2017 by the Ld. Judge Co-operative Court No.2 Sangli is set aside and replaced hereinafter; The dispute No.177/2017 is partly decreed. The opponent No.1/1 to 1/4 are held liable to pay to the disputant bank jointly and severally an amount of Rs.3,03,427/-. The disputant bank has waived remaining claim. The dispute is abated against the opponent No.2. The parties to bear their own cost throughout. The trial Court is directed to draw award accordingly. R & P to be returned back to the trial Court.

Thus the order.

O R D E R

01] The appeal No.02/2026 is hereby disposed off.

02] The judgment and order dated 28/11/2025 passed in the dispute No. 177/2017 by the Ld. Judge Co-operative Court No.2 Sangli is set aside and replaced hereinafter;

A] The dispute No.177/2017 is partly decreed.

B] The opponent No.1/1 to 1/4 are held liable to pay to the disputant bank jointly and severally an amount of Rs.3,03,427/-.

- C]** The disputant bank has waived remaining claim.
- D]** The dispute is abated against the opponent No.2.
- E]** The parties to bear their own cost throughout.
- 03] The trial Court is directed to draw award accordingly.
- 04] R & P to be returned back to the trial Court.

(V.B.Kulkarni)

Date : 06/07/2026.

Place; Pune.

Member,

Maharashtra State Co-op. Appellate Court
Mumbai, Bench Pune.