MHCO130001962009

Presented on:- 25/02/2009

Registered on:- 10/11/2009

Decided on :- 18/07/2026

Duration :- Y.16 M.08 D.08

IN THE COURT OF JUDGE, CO-OPERATIVE COURT, SOLAPUR AT SOLAPUR.
(Presided over by Smt. S. D. Mukkanwar)

Co-Op.Case No. 1185 / 2009. **Exh.No. 137**

Bhawsar Nagri Sahkari Pat Sanstha Maryadit
Solapur, 163 Somwar Peth, Bhavsar Bhawan,
Solapur Through its Manager,
Shri. Shashikant Shankarrao Pukale
Age- 54 yrs. Occu. Service.
R/O Solapur. **………. Disputant**

Versus

1. Vasantdada Shetkari Sahkari Bank Limited,
   Sangali, having registered office at Sangali and Branch office at
   Gold Finch Peth, Solapur

2. Liquidator of Vasantdada Shetkari Sahakari Bank,ltd,
   Sangli, having registered office at Sangli and Branch office at
   Gold Finch Peth. Solapur

………. Opponent

Claim:- Suit for Recovery of Rs.17,77,218/-

Mr.U.B.Marathe Advocate for the Disputant.

Mr.Giridharsinh N. Rajput Advocate for the Opponent.

JUDGMENT
(Delivered on 18.07.2026)

In nutshell case of the Disputant is,

1. Disputant is co-operative credit society duly registered under Maharashtra cooperative society Act 1960. The object of the society is to accept and lend the money. The present dispute is filed by the society through its authorized person who is authorized to file the dispute vide resolution passed by the society in its managing committee dt on.30.01.2009. in pursuance thereof the present dispute is filed by the authorized person of disputant society and accordingly he has signed and verified the present dispute. The opponent is also a co-operative bank duly registered under the Maharashtra Co-operative Societies Act, 1960. The opponent has object of accepting the deposits and lending money. The opponent bank has its office at Solapur. The disputant has transaction with the opponent bank regarding depositing the money with the opponents. The disputant submits that the opponent bank has given call for depositing the amounts with it. The opponent bank has also agreed to give additional interest to the co-operative credit societies. Therefore, the disputant has decided to deposit the amount with the opponent. Hence, after passing resolution the disputant society has deposited the amounts with the opponent bank in current account

also fixed deposit. The particulars regarding the deposits made the receipt numbers, amount, rate of interest and date of maturity are given below,

Date	Amount in Rupees	Period
17.03.2006	10,00,000/-	15 month
17.03.2006	10,00,000/-	15 month
20.03.2006	10,00,000/-	15 month
20.03.2006	10,00,000/-	15 month
23.03.2006	10,00,000/-	15 month

2. As such disputant deposited the total amount of Rs. 50 lakh with the opponent bank in the fixed deposit as stated above. The disputant was society in need of the amount and therefore, the disputant society has taken advance against these deposites. The disputant society has taken total advance of Rs. 20 lakh from opponent bank. At the time of maturity of the deposit the oppoenent bank was supposed to make the balance payment after deducting the advance and interest thereon. The amount of Rs. 2,48,659/- is only paid balance amount of Rs. 1751341/- is again reinvested through there was no consent of the disputant.The details of reinvested F.D'S amount of Rs. 1751,341/- is as under ;-

Sr no.	Date of Depo.	Period	Maturity Date	Amount of deposit	Receipt No.
1.	20.06.2007	15 Days	05.07.2007	1124500/-	190965
2.	02.07.2007	15	17.07.2007	3,26,841/-	190977

		days			
3.	02.07.2007	15 Days	17.07.2007	3,00,000/-	190976
	Total of Rs.			1751341/-	

And it was agreed that those payment will be paid on maturity dates i.e 05.07.2007, 17.07.2007, 17.07.2007 respectively. On the date of maturity disputant demanded tha amount but opponent made only part payment of Rs. 2,00,000/- out of three F.D's . the opponent Bank has reinvested the balance amount alongwith interest of Rs. 1,15,575/- as F.D for a period of 91 days vide R.No.191148 dt on 02.04.2008 which is matured on 02.07.2009 without the consent of disputant on expiry also failed to pay the amount to disputant. The amount of Rs. 1566916/- and interest thereon is due from the opponent bank and therefore disputant issued notice on 12.08.2008 is duly served . however, no reply given to disputant. If the disputant utilizes the amount for its business and would have earned interest at rate 15 % p.a on the amount. Hence, disputant constrain to file present suit for recovery of Rs. 17,77,218/- with 15 % p.a rate of interest from 01.03.2009 till its actual realization. The particulars of the claim of Rs. 1777218 which is due from opponent are as shown in the table,

A/C No.	Date of depo	Depo's Amount	Rate of int.	Period of day	Maturity date	Extra day	Int.upto 28.02.2009
2554	20.06.07	11,24500/	9.50%	15 days	05.07.2007	603	1,76,484/-
2566	02.07.07	3,26,841/-	5%	15 days	17.07.2007	591	26460/-
2737	02.04.08	1,15,575/-	7%	91 days	02.07.2008	332	7,358/-
	Total Rs.	1566916/-				Total Rs.	210302/-

Hence, prayed for recovery of total amount of Rs.1777218/- from the disputant with interest of 15 % from 01.03.2009 till its realization.

3. Opponent is appeared in the matter and filed his written statement at Exh. 48 they denied all adverse allegations and submitted that, Opponent bank is amenable to the provisions of the Maharashtra Co-op.society Act, 1960 and it was doing banking business under the license reserve Bank of India. However, the reserve bank of India had issued directions on the opponent no.1 bank on 25.07.2008 and imposed restrictions as per the provisions of banking regulation Act. The banking license of opponent no.1 bank was cancelled on 07.01.2009. in view of cancellation of

banking license the registrar of co-operative societies, Maharashtra State, Pune has appointed a liquidator committee on the opponent no.1 bank. Accordingly, the affairs of opponent no.1 bank are being wound up. Due to restrictions imposed by reserve bank of India and the liquidation order the opponent bank cannot release any payment to any of its creditors unless the priority of claims is finalized. The liquidator so appointed has every power under section 105 of the Maharashtra co-operative societies Act to decide all claims against the society and satisfy same with procedure prescribed by law. The dispute is not at all required to file any dispute for adjudication of controversy involved in this dispute. Thus, the dispute as a whole of the disputant is infructuous and needs to be dismissed at the threshold being premature.

4. Further, contended that, disputant is not member of opponent no.1 bank. The relation between the disputant and opponent is a depositor and banker. Disputant has not obtained any prior permission as envisaged by section 70 (d) before investing the amount with the opponent no.1 bank. Thus, the transaction entered between disputant with non banker like opponent no.1 bank are not covered by the provisions of the Maharashtra co-operative societies Act. Hence liable to be dismissed. The opponent no.1 being an insured co-operative bank, after its liquidation the interest of depositors is protected by the provisions of deposit insurance credit Guarantee Cooperation Act. The contents in para no.4 about the deposit of the amount ae generally true. The dispute filed by

disputant is complicated money suit. disputant has paid the court fees treating the dispute to be simple money suit. the claim of interest is without considering the provisions of law applicable to a society in liquidation. Therefore, the demand of such interest cannot be granted. Hence, the dispute is liable to be dismissed with costs.

5. On the basis of rival pleadings, my learned predecessor has framed issues at Exhibit 49. I have reproduced the same along with my findings thereon. For the reasons is given below.

Sr. No.	ISSUES	FINDINGS
1.	Whether this court has jurisdiction to try and decide this dispute?	In the affirmative.
2.	Does the disputant prove that it is entitle to recover an amount of Rs. 17,77,218/- with interest of 15% p.a from opponent joint and severally?	In the Negative.
3.	What order and award?	As per Final order.

REASONS

6. In order to substantiate their claim disputant examined manager shri. Shashikant pukale at Exh.76, Disputant has also relied upon documentary evidence, i.e receipt no. 190965, 190977 of deposit at exh. 59 and 60, notice at Exh. 81 and 78, acknowledgement at Exh. 82 to 106 and at Exh.114 and 115, copy of letter to district registrar at Exh. 107,108,109, copy of resolution at Exh. 110, copy of letter issued by registrar regarding sending of

proposal for seeking permission under section 70 (d) of MCS Act 1960 at Exh.111, copy of letter issued by disputant for demand of deposited amount dt on. 23.11.2007 at Exh. 112, copy of letter issued to opponent bank at Exh. 113, copy of letter issued by disputant to commissioner for permission to file proceeding against the liquidator at Exh. 116 and 117,copy of acknowledgement at Exh. 118, copy of resolution at Exh. 119, copy of account statement at Exh. 79.

7. On the other hand, opponent has examined shri. Hemant Bansode at Exh.128, Opponent failed to file documentary evidence on record. Opponent closed their evidence by filing pursis at Exh. 135.

AS TO ISSUE NO.1 ;-

8. Opponent has argued that, disputant is not the member of opponent no.1 Bank. The relation between the disputant and the opponent is that of the depositor and banker. Disputant has not obtained any prior permission as envisaged by section 70 (d) before investing the amount with the opponent no.1 Bank. Thus the transaction entered into by disputant with non members like opponent no.1 bank are not covered by the provisions of Maharashta Co-operative Societies Act 1960 and therefore the dispute of the disputant is not at all governed by section 91 of the Maharashtra Co-operative societies Act,1960. Thus the suit is liable to be dismissed since this court has no jurisdiction to decide the same.

To invoke section 91 two elements are necessary i.e The nature of the Dispute – it must touch the business, management or affairs of the society and 2) the parties to dispute – both the parties must strictly belong to the categories listed in section 91 of the MCSAct(such as a society , a member ,or a person claiming through a member.

9. In the case hand disputant came with the case that disputant is co-operative society doing a banking business. The opponent is also banking company registered under the Mah.Co-op. Societies Act,1960. Disputant has transactions with opponent Bank regarding depositing the money. The opponent Bank has given call for depositing the amount with it. Therefore, by passing resolution disputant society has deposited the amount with the opponent Bank. Considering the transaction between the opponent and the disputant is appears is touching the business of the society. Further, the question as to obtaining the permission under section 70 (d) is concern record shows that copy of resolution at Exh. 110 and copy of letter issued by registrar regarding sending of proposal for seeking permission under section 70 (d) of MCS Act 1960 at Exh.111 and the letter as per list below Exh.18 the permission under section 70 is appears to be granted to the disputant. Hence, the contention of opponent that the suit is not tenable cannot be taken into consideration. The suit is well within the jurisdiction of this court and hence I answer issue no. 1 in the affirmative.

AS TO ISSUE NO.2;-

10. Disputant has examined Shri. shri. Shashikant Pukale at Exh. 76 who is manager of disputant society. He reiterated the contention made in the affidavit of examination in chief. During his cross examination he admitted that, the plaint of the suit does not bear his signature. Disputant society is not member of the opponent bank. The prior permission of registrar is taken before depositing the amount. If the society is insured under DICJC and if the society is in trouble, then the depositors get the amount of Rs. 1 lakh. Since 06.01.2009 the banking license of the opponent bank is cancelled and the transaction of the bank is stopped. On 16.02.2009 the liquidator is appointed on the bank. The depositors of opponent bank has given rupees 1 lakh from DICJC. As per statement of opponent the amount of Rs. 121803/- is outstanding in deposit no. 2737 and an amount of Rs. 366268/- in deposit no. 2566 and an amount of Rs. 1265186/- in deposit no. 2554 is correct. Till the liquidation disputant has not made any complaint regarding the calculations of disputant with opponent. So also has not filed complaint against the opponent about renewal of the disputant amount which is deposited with opponent. There was no agreement between disputant and opponent regarding the payment of 15% interest. Except this he denied all adverse suggestions given by Ld.adv. for the opponent.

11. Disputant has also relied upon documentary evidence, i.e. receipt no. 190965, 190977 of deposit at Exh. 59 and 60, copy of letter to district registrar at Exh. 107,108,109, copy of resolution

at Exh. 110, copy of letter issued by registrar regarding sending of proposal for seeking permission under section 70 (d) of MCS Act 1960 at Exh.111, copy of letter issued by disputant for demand of deposited amount dt on. 23.11.2007 at Exh. 112, copy of letter issued to opponent bank at Exh. 113, copy of letter issued by disputant to commissioner for permission to file proceeding against the liquidator at Exh. 116 and 117,copy of acknowledgement at Exh. 118, copy of resolution at Exh. 119, copy of account statement at Exh. 79. On perusal of these documents it appears that disputant has sought permission for filing suit against the liquidator and also sought permission under section 70 of the act. Further as per receipt of deposit and statement of account it appears that an amount of Rs. 15,66,916/- with interest of Rs.210302/- total amount of Rs. 1777218/- is outstanding toward opponent.

12. Disputant failed to argue the matter. Opponent has argued that, the suit is not within the jurisdiction of this court hence, not tenable. Further argued that, the co-operative Bank were regulated by the RBI and subsequently the deposits insurance and credit Guarantee Corporation (DICGC) was established. The DICGC is a subsidiary of the Reserve Bank of India that provides insurance to depositors in the event of Bank failure. It ensures that depositors receive a guaranteed amount upto 1 lakh even if the bank cannot return their full deposits. Liquidator of the opponent bank had paid Rs.1 lakh is admitted by the disputant. The claim of disputant with 15% which is not agreed between the parties. Hence order directing

liquidator to pay excess amount in his hand to depositors is against statute. Therefore, the relief claimed is premature and liable to be dismissed.

13. To prove his case opponent has filed affidavit of examination in chief of Shri.Hemant Bansode at Exh. 128. He reiterated the contention made in the affidavit. Disputant failed to take his cross examination. The affidavit of opponent remains unchallenged.

14. Considering the record, I find it is necessary to go through Section 21 of the DICGC Act,1961 which mandates that after fulfilling its insurance obligations to depositors, any remaining funds in failed bank must first be repaid to DICGC before distributed to the depositors. Hence, perusal of all the document and evidence on record it appears that the liquidator is appointed on the opponent bank and opponent by filing document at Exh. 132 pointed out that the appointment of custodian as per rule 89 (17) of MCS Act 1961 on the opponent bank. So also by filing pursis at Exh. 136 has submitted that an amount of 450977.10/- is given to the disputant through cheque bearing no. 78481 of Bank of Maharashtra dt. on 19.04.2025. Further record shows that in W.S opponent has admitted the deposit of the amount and also by filing affidavit of examination in chief admitted that an amount of Rs. 15,03,257/- from 2009 to till date is outstanding towards them which remains unchallenged. So also, disputant witness has admitted the said fact in his cross examination. As opponent and

disputant admitted the amount deposited by the disputant and due against opponent it need not to discuss more.

15. Considering the record, when the opponent no.1 being an insured co-operative bank, after its liquidation the interest of depositors is protected by the provisions of deposit insurance credit Guarantee Cooperation Act (DICGC). In such a circumstance, what is need to be consider is that, whether disputant is entitle to the amount of Rs.17,77,218/-with interest as claimed and the direction to opponent bank can be given or not. Further, record shows that opponent has admitted the amount of Rs.15,03,257/- is outstanding and by way of cheque has paid the amount of Rs.450977.10/- in such a circumstance the amount paid by opponent is required to be deducted from the claimed amount. However, disputant has not cleared the said fact by cross examining the opponent witness or by adducing other cogent evidence. In such circumstances whether, disputant is entitled for the amount of Rs.17,77,218/-is in doubt. Most importantly, it is admitted fact that opponent bank is in liquidation and if the liquidator has to discharge the liability as per preferential order and after the assets of the Bank being sold. Further, the direction cannot be issued against statutory body and de horse the provisions of the DICGC Act. In such a circumstance, though the amount is fixed in the opponent bank by the disputant the direction to the bank in liquidation to withdraw the amount as claimed or admitted by opponent would not be given. Hence, in view of discussion made above at this stage I do not find the suit of

the disputant be allowed and the direction be given to the opponent bank to discharge the liability of disputant by payment of the amount with interest as prayed. Hence, I answer issue no 2 in the negative.

AS TO ISSUE NO. 3;-

In answer to issue no.1 in the affirmative and Issue no. 2 in the negative. In answer to issue no. 3 I pass following order,

ORDER

1. Suit is dismissed.
2. Parties to bear their own costs.
3. Decree/ Award be drawn up accordingly.

SONALI DEVIDASAPPA MUKKANWAR

Digitally signed by SONALI DEVIDASAPPA MUKKANWAR
Date: 2026.07.18 17:09:59 +0530

(S.D. Mukkanwar)

Date : - 18.07.2026 **Judge Co-operative Court**

Solapur