IN THE COURT OF JUDGE CO-OPERATIVE COURT NASHIK

(Before Shri U.M.Kulkarni)

ABN. Case No-147/2025

Smt. Vimalbai Hari Yeole & others **:- Disputants**

V/S.

Survnalaxhmi Nagari Sahakari Pat Sanstha Maryadit & others **:- Opponents**

Order Below Exh 6

This is the application filed by disputants for temporary injunction.

Briefly stated the disputant's case is as under,

1. It is contended that the opponent No 1 is a co-operative credit society and opponents No 2 & 4 are its director and Manager respectively. The opponent society is doing the business of advancing loans to the members. The disputant No 2 is widowed wife of deceased ***Sanjay Hari Yeole*** (hereinafter will be referred to as deceased Sanjay) whereas disputants No 3 & 4 are his daughters. The disputant No 1 is mother of deceased Sanjay. The disputant No 5 was guarantor to the loan taken by deceased Sanjay & the member of opponent society. Deceased Sanjay had the private business. Initially in the year 2014 the opponent No 1 society had given loan of Rs 10 Lakh. Thereafter in the year 2018 , loan of Rs 70 Lakh was given to deceased Sanjay and for both the loans the properties described in para 2A & 2B of the dispute were mortgaged. The property at Sr No 1A was mortgaged for loan of Rs 10 lakh whereas property at Sr No 1B was mortgaged for loan of Rs 70 Lakhs. The opponent society had kept 4 H.P. loan accounts viz. 6/111, 1/6/113, 1/6/143 & 1/6/144 respectively, for the loans it had advanced. Out of the said 4 loan accounts, the loan account No's 6/111 & 1/6/113 are cleared off by repayment. In all the said 4 loan accounts deceased Sanjay was regularly depositing the amounts. During the period from 2019 to 2021, due to Covid-19 Pandemic, the businesses were badly affected. However thereafter in order to have an effective recovery of the loans, the opponent

society had taken policy decision to implement One Time Settlement scheme by giving concession in the interest rate . The benefit of said scheme was given to lot of borrowers. Accordingly deceased Sanjay had also submitted application for OTS to the opponent society and assured that he will make repayment of loan. The opponent society had approved the application of deceased Sanjay by passing resolution in the meeting dated 21.12.2021. Thereafter a memorandum of understanding (hereinafter will be referred to as MOU) was executed between deceased Sanjay, disputant No 2 & opponent society on 20.01.2022 and as per said MOU, the deceased Sanjay and disputant No 2 had agreed to repay the loan as per the terms agreed upon. It was executed before notary public. As per the instructions of the then directors the opponent No 4 had signed the said agreement on behalf of all the directors. The said agreement was executed as per the resolution passed by board of directors. As per the agreement OTS amount of ₹ 2,21,00,000/- was agreed to be paid, which includes principal amount of ₹ 21,500,000/- and interest amount of Rs 6 lakhs. It is submitted that as per agreement dated 20/01/2022 deceased Sanjay was ready to pay amount of ₹ 22,100,000/-. As per the agreement two cheques of ₹ 7,50,000/- each were given to opponent society and thus amount of ₹ 15 lakhs was paid. The opponent society had received the said amount by encasing the said cheques. The remaining amount of Rs 2,06,00,000/- was paid through cheques given at the time of agreement itself. The opponent society had encashed the said cheques and recovered the amount of ₹ 2 crores and 21 lakhs during lifetime of deceased Sanjay and thus he had made complete repayment of the loan amount. The particulars of the cheques given by deceased Sanjay towards repayment are as described in para 4 of the dispute. Thus as per the said agreement no amount is payable to opponent no 1. The agreement dated 20/01/2022 was binding on the opponent no 1. The husband of disputant no 2 i.e. Sanjay Hari Yeole is died on 10/11/2023. After his death the opponent no 1 started to insist the disputant for making repayment. However since the demand of opponent no 1 was illegal, the disputants are constrained to file present dispute. In spite of making repayment of the whole loan the opponent no 1 society is illegally demanding further amount. As per demand notices dated 13/1/2025 and 14/2/2025 respectively the opponent society has demanded repayment of Rs 47,36,348/- & Rs 44,59,608/- from disputants against the loan accounts No 6/2000144 & 6/2000143 respectively. The said demand notices are illegal. No amount was outstanding from disputants to the opponent society. It is submitted that the accounts maintained by the opponent society are false and illegal and on that basis it is illegally demanding amount from the disputants. The Flat No 601 from seven star apartment was mortgaged to the opponent society for the suit loan amount and after selling the said property the sale proceeds thereof are deposited in the loan account of deceased Sanjay Hari Yeole. In spite of that the opponents have not executed release Deed in favour of disputant's. In spite of making the entire repayment of the loan amount the opponent society is issuing demand notices to the disputants and causing their mental harassment. The opponent society is adopting pressurizing practices to recover the amount from disputants. So also it is giving threats to the disputant's for taking further action against them though the dispute was / is pending. It is submitted that the opponent society had extended OTS facility to the disputant's and as per the agreement it had accepted amount from them however the opponent society is now running away from its obligation. Purposefully it is not issuing NIL certificate to disputants. It is trying to bring the disputants in difficulties by taking action against the disputants. Because of that the disputants are suffering mental torture. Therefore the disputants were constrained to file the present dispute seeking injunction against opponent society restraining it from taking any action against them for recovery. The disputants have prima facie case. The balance of convenience is also lying in therefore and therefore the injunction as prayed by them if not granted, they will suffer an irreparable loss. Accordingly with these contentions the disputants have lastly prayed to allow the application and grant temporary injunction against the opponents restraining them from taking any action against disputants in any manner to recover any amount from them.

2. The opponents no 1 to 3 in response to show cause notices have appeared and replied the application by filing their say and written statement at Exhibit 22. They have denied all the allegations of disputants contending same as false and frivolous. They contended that the deceased Sanjay Hari Yeole had taken loan of ₹ 15 lakhs from opponent society

and accordingly a resolution sanctioning the said loan was passed on 23/03/2014. The contention that the deceased Sanjay had taken loan of Rs 10 lakhs is false. The disputant no 2 was the partner in the business of deceased Sanjay and thus the loan disbursed was utilized for the business purpose. The loan account Number of deceased Sanjay was 111 and that of disputant no 2 was 113. For the loan of ₹ 15 lakhs the deceased Sanjay had mortgaged the property described in para 2A and accordingly on 11/4/2014 he had executed registered mortgage Seed thereof in favour of opponent society . No property was mortgaged to the loan of disputant no 2. Both the said loans were hypothecation loans. At the time of said loan transaction the opponent no 4 was the General manager in the opponent society . The property described in para 2B was mortgaged to the loan taken by deceased Sanjay in the year 2018 . The registered mortgaged Deed was executed on 23/8/2018. In the year 2018 deceased Sanjay had taken loan of ₹ 47,50,853/- from the opponent society and for that loan property described in para 2B was mortgaged. In that regard resolution was passed on 31/05/2018 and as per the resolution it appears that loan of ₹ 70 lakhs was sanctioned jointly to deceased Sanjay and disputant no 2 because both of them were the partners of M/S. Sanjay construction. In the year 2018 loan of ₹ 45,57,335/- was sanctioned to disputant no 2. On perusal of loan documents in respect of both the said loans, it would appear that for the loan of ₹ 70 lakhs mortgage deed was obtained on 23/8/2018. In fact loan of ₹ 70 lakhs only was sanctioned but both of them have withdrawn excess amount from the loan account and while doing so the deceased Sanjay and disputant no 2 in collusion have made transactions with opponent no 4. In the year 2014 deceased Sanjay was public relations director in the opponent society and therefore he had very close relations with opponent no 4 and thus in collusion the transaction is made.. The loan accounts number of deceased Sanjay and disputant no 2 are 143 and 144 respectively. At the time of aforesaid loan transaction there were 4 loan accounts bearing numbers 111, 113, 143 and 144. In addition to that the deceased Sanjay and disputant no 2 were having other 3 loan accounts bearing numbers 392, 393 and 141 respectively. It is submitted that the loan amount taken by deceased Sanjay in the year 2018 was transferred by him in aforesaid 3 accounts of disputant no 2. On perusal of account no 111 it can be seen that the outstanding balance was shown as Zero but outstanding interest was shown as ₹ 50,55,141/-. The same situation was in relation to loan account number 113 in which amount of Rs 1,72,74,233/- was / is outstanding. Therefore the contention of disputants that all the loan accounts were cleared off is false.

3. It is further contended that the opponent society had taken the decision to grant concession in the interest rate however it had not accepted the OTS. It is true that on 15/12/2021 the disputants had submitted application, however there was no mention of OTS there in. The resolution dated 21/20/2021 does not mentions that the memorandum of understanding be executed with deceased Sanjay and disputant no 2 and for that purpose the opponent no 4 was granted any authorization. In the circumstances the said MOU dated 20/1/2022 is illegal, void and not binding on the opponent society. The board of directors of the opponent society had not given their consent for the said agreement nor they had granted any authorization to opponent no 4. Due to strong bonding between deceased Sanjay, disputant no 2 and opponent no 4, illegal transactions are made to grant unfair gain to deceased Sanjay and the disputant.

4. It is true that deceased Sanjay and disputant no 2 have deposited amount of ₹ 2,21,00,000/- in the opponent society. However it is false that the said amount was deposited as per the MOU. The said agreement itself was illegal and not binding on opponent society. The contention that disputants do not owe any amount to the opponent society is false. Already the particulars of the outstanding amount are given by the opponent society. In relation to loan account No's 143 and 144 of the disputants the opponent society had filed 101 proceedings and obtained recovery certificate's. In the said proceeding the disputants never appeared. Therefore the Deputy registrar has issued recovery certificate's in favour of opponent society and on that basis the recovery officer is taking further action and therefore the notices issued by him on 13/01/2025 and 14/02/2025 respectively are legal and proper.

5. It is further contended that the disputants

have not come before this court with clean hands. Their transactions with opponent no 4 are doubtful and therefore private audit was conducted through auditor Shri Shukla, who gave his audit report and on that basis it is disclosed that by misusing the user Id and password the opponent no 4 had tampered the loan accounts and shown less amount as outstanding in the loan account of deceased Sanjay and disputant no 2. In the circumstances the disputants are not entitled for any relief as prayed by them. They have no prima facie case nor balance of convenience is lying in their favour. Therefore the temporary injunction as prayed by disputants if granted, the opponent society will suffer an irreparable loss. Therefore with these contentions the opponents have lastly prayed to reject the application with cost.

6. Heard argument of learned Advocate Shri Ankit Malpani for disputants and learned Advocate Shri S.R. Mujumdar for opponents. In the light of submissions made by both sides learned Advocates and contentions of the parties, following points arise for my determination and I have recorded my findings there on for the reasons recorded as under,

POINTS	***FINDINGS***
1. Whether disputants have prima facie case ?	**In the affirmative.**
2. Whether balance of convenience is lying in their favour ?	**In the affirmative.**
3. Whether disputants will suffer an irreparable loss if TI as prayed is not granted against the opponents ?	**In the affirmative.**
4. What order ?	***As per final order.***

R E A S O N S

7. **As to Points No 1 to 3** :- The learned Advocate for disputants Shri Ankit Malpani submitted that the deceased Sanjay Hari Yeole and the disputant No 2 herein had taken two different loans of Rs 10 lakhs & 70 lakhs from the opponent society in the year 2014 & 2018 respectively by mortgaging their properties. However both the said loans are fully repaid long back. He submitted that during the period from 2019 to 2021, on account of

Covid-19 pandemic wave, the recovery was stalled and therefore to have the effective recovery of outstanding loans, the opponent society had declared policy to grant ***concession in the rate of interest*** on the loans and accordingly the deceased Sanjay Hari Yeole had also submitted proposal of OTS to the opponent society and assured to repay the loan. Accordingly the said application was accepted by the board of directors of the opponent society as per the resolution passed in meeting dated 21/12/2021 and concession in the interest rate was granted. He submitted that the opponent society thereafter had send letter to the deceased Sanjay informing him that his application is approved by the board of directors and accordingly he was called upon to visit the office of the society. The Learned Advocate further submitted that thereafter inter se compromise / memorandum of understanding (MOU) was entered in to / executed between deceased Sanjay, disputant no 2 and the opponent society, through opponent no 4. The Learned Advocate drew my attention to page No 9 of the said agreement to point out the mode of repayment agreed between parties and argued that as per the said MOU the deceased Sanjay and disputant no 2 had to pay an amount of ₹ 2,15,00,000/- to the opponent society against their all outstanding dues within stipulated period as described in the said agreement and accordingly, as mentioned in the dispute application, the deceased Sanjay and disputant no 2 have paid the entire amount to the opponent society within the period stipulated and in view of said repayment now nothing is outstanding from disputants to the opponent society. As per said repayment the loan accounts were already closed by taking necessary entries. However in spite of that in the 2025 the opponent society has filed recovery certificate proceedings against the disputants. The learned advocate argued that the MOU was already acted upon by the disputants, entire repayment as agreed was already made and therefore there was no reason for opponent society to take any action for recovery against the opponents. He argued that in view of the MOU and subsequent repayment made by the disputants, the opponent society has already released the mortgaged property of disputants by executing the document. In spite of all that the opponent society is giving threats of taking action for recovery against the disputants and therefore apprehending the said act of the opponent society the disputants have filed present application seeking temporary injunction against the opponents. The learned advocate submitted that the disputants have strong prima facie case and balance of convenience is also lying in their favour. The documents produced by disputant's are supporting their contentions and therefore he lastly argued for allowing the application and granting the temporary injunction as prayed.

8. The learned Advocate for the opponent society Shri .S.R. Mujumdar, per contra submitted that the disputants have not came before this court with clean hands, they have suppressed the material facts from notice of this court. He pointed out that already the opponent society has obtained 101 recovery certificates against the disputants for loan accounts No 143 & 144. The disputants had appeared in the said proceedings and have the knowledge of said proceeding, but purposefully to avoid the further action they have filed present dispute and claiming injunction. He submitted that once the recovery certificate has been issued, the disputants cannot be granted temporary injunction against the opponent society restraining recovery of the amount from them. The learned Advocate pointed out that already the recovery certificate has been put to execution by the society through its SRO, however he is not made party to the dispute and therefore injunction cannot be granted restraining his action. The learned Advocate submitted that the disputants have withdrawn more amount than actually sanctioned, in collusion with one of the bank officer Smt. Pisu and caused great monitory loss to the opponent society. The officer Smt. Pisu had no right to grant OTS benefits to the disputants and to execute the MOU on behalf of opponent society. There were total 5 loan accounts of the disputants and on all the said accounts interest was due. None of the loan account was closed by disputant's. He pointed out that though amount of ₹ 2, 21,00,000/- are deposited by the disputants, still heavy interest is outstanding. The learned Advocate pointed out that the bank officer Smt. Pisu has stolen the user Id and password and tampered the loan accounts by showing less interest as outstanding from the disputants and on that basis the alleged MOU is shown to have been executed. The disputants thus have not approached before this court with clean hands and hence they cannot be granted equitable relief of injunction. The disputants have no prima facie case. The balance of convenience

is also not lying in favour of disputants. Therefore the TI if granted to disputants, the opponent society will suffer great monetary loss. Heavy amount is stuck. It is submitted that present dispute itself is not covered under section 91 of MCS Act 1960 and therefore the learned advocate lastly argued for rejecting the application with cost.

9. I have carefully considered the submissions made by both sides learned Advocate's and also perused the copies of documents filed on record by both the sides. In the present case it is the contention of disputants that, the deceased Sanjay Hari Yeole and disputant No 2 had taken loan amounts of Rs 10,00,000/- & Rs 70,00,000/- from opponent society in the year 2014 and 2018 respectively however both the said loans are already repaid by them. It is further contention of disputants that the opponent society had declared the scheme of granting ***concession in interest rate*** to the borrower's and accordingly deceased Sanjay Hari Yeole and disputant No 2 had applied for granting benefits of the said scheme by submitting application to the opponent society on dated 15/12/2021. The said application was allowed by the BOD of opponent society on 21/12/2021 and accordingly thereafter the memorandum of understanding was executed by and between the deceased Sanjay, the disputant no 2 and the opponent no 4 on 20.01.2022 and as per the said MOU, the OTS amount was settled @ Rs 2,21,00,000/- and accordingly the deceased Sanjay and disputant no 2 have paid the said amount to the opponent society before the date fixed in the said agreement and cleared of the loans and thus nothing was due and outstanding from them to the opponent society. In spite of that the opponent society on the basis of false and illegal accounts, illegally demanding heavy amount from disputants and has issued demand notices on dated 13/01/2025 and 14/02/2025 to them. According to disputants in view of said repayment of Rs 2,21,00,000/- made by them now they do not owe any amount to the opponent society. However by issuing illegal demand notices it is causing their mental harassment and hence the disputants were constrained to file the present dispute.

10. In the say filed by opponent society, it has admitted that the deceased Sanjay and disputant No 2 had applied for granting concession in the interest rate as per the scheme

declared by the opponent society and also that the deceased Sanjay and disputant no 2 have made repayment of ₹ 2,21, 00,000/-. However the opponent society denied that the said payment was made by virtue of MOU. According to opponent society the said MOU dated 20/01/2022 itself is illegal and void because the opponent no 4, the chief manager, had no authority to execute the said MOU on behalf of opponent society nor she was accorded any consent by the BOD of opponent society to do so. The society contended that the deceased Sanjay was public relations director in the opponent society and he had very close relations with opponent no 4 and taking disadvantage of that, in collusion both of them have made collusive transaction. In fact the disputants had total 5 loan accounts and against all the said loan accounts total amount of **Rs 1,72,74,233/-** was outstanding to the society from them however the deceased Sanjay and disputant no 2 have colluded with opponent no 4 and got shown lesser amount as outstanding on the loan accounts of disputants. The opponent society denied that they do not owe any amount to it as alleged. In fact the opponent society has already obtained two recovery certificate's against the disputants for the loan accounts numbers 143 and 144 and accordingly thereafter its recovery officer has issued demand notices to the disputants which are legal and proper.

11. The copies of documents produced by the disputants along with the dispute application, prima facie shows that on 15/12/2021 the deceased Sanjay and the disputant No 2 had applied to the opponent society for grant of special concession in the interest rate on their loan accounts and the said application was approved by BOD of the opponent society in the board meeting dated 21/12/ 2021. The copy of proceeding of the said meeting produced by disputants shows that, for doing needful the BOD had granted authority to Sau Pisu, the chief manager and the Chairmen of the society. It appears that the approval of said application was also informed to deceased Sanjay on 17/01/2022. It further appears that thereafter on 20/01/2022 memorandum of understanding (MOU) was executed between deceased Sanjay, disputant no 2 on one hand and opponent no 4 on the other hand. The said MOU appears to be signed by deceased Sanjay, disputant No 2 and opponent No 4 being chief manager of the opponent society. The said MOU

further mentions that to avoid further complications and legal disputes concerning the loan accounts, the party No 1 of the said agreement had decided to grant special concession in interest rate to party no 2. The said agreement further mentions that **instead** of the amounts outstanding on the respective loan accounts No's 111, 113, 143 and 144, the OTS amount of Rs 2,15,00,000/- fixed by applying concessional rate of interest will be paid by party No 2 and after payment of said amount, the opponent society will issue Nil / clearance certificate to party No 2. The said agreement clearly mentions that there is no dispute remained between parties regarding the amount. The OTS amount of Rs 2,15,00,000/- was to be paid on or before 25/09/2023. Page 9 of the said agreement gives particulars of the amounts paid by party No 2. On the said page there is clear and unconditional acknowledgement regarding receipt of said OTS amount from deceased Sanjay by party No 1, the opponent society. Thus on perusal of the said agreement it prima facie appears that the compromise amount as mentioned in the said MOU dated 20/01/2022 was / is already paid by deceased Sanjay and disputant No 2 to the opponent No 1 society before the date fixed. The said document clearly acknowledges the said fact. The opponent society as per said MOU even had agreed for issuing No dues / Nil certificate to the deceased Sanjay and disputant No 2 subject to said payment being made by them. It is thus prima facie evident from said document that the outstanding loan amount on the respective loan accounts was already paid by deceased Sanjay and disputant No 2 through OTS. Therefore this itself bars the opponent society from taking any action for recovery against the disputants.

12. The opponent society contends that the opponent No 4, the chief manager, had no authority to execute any such MOU nor the board of directors of opponent society had given to her any authority or consent to execute the said document and hence same is not binding on it. The said document is collusive in nature. In my opinion whether the opponent No 4 had any authority for executing the said MOU or not and whether the said document is collusive or what, can be decided only at the time of trial after recording evidence. At this juncture itself one can't jump to the conclusion that the said MOU is collusive and executed without any authority as sought to be argued by the opponents. At

this juncture what is prima facie appearing is that the said MOU has been signed by opponent No 4 being chief manager of the opponent society and therefore until proved contrary it has to be presumed that the opponent No 4 had the authority to sign and execute the said MOU. Therefore the said document binds the opponent society. The contention of opponents that the said documents does not binds them therefore, prima facie can not be accepted.

13. The learned Advocate for opponents Shri S.R. Mujumdar argued that the present dispute filed to challenge recovery certificate issued under section 101 of MCS Act 1960 itself is not maintainable before this court and therefore temporary injunction as prayed by disputants can not be granted against opponents. The learned Advocate for disputants Shri Malpani on the contrary submitted that the disputants have filed this dispute before the recovery certificate's are issued by the deputy registrar C.S. Nashik and hence dispute is maintainable. He relied upon judgement of Hon'ble Bombay High Court in the case of ***Uttam Pandurang Sabade Vs. Osmanabad Janta Sahakari Bank Ltd and others*** reported in 2010 1 MH.LJ page 641. In para number 6 & 7 of the said judgement the Hon'ble High Court has held that, " Where the dispute was filed prior to issuance of recovery certificate and at the stage when recovery proceedings were initiated and same were in progress, the dispute was maintainable".

14. In the present case this dispute admittedly has been filed on 17/04/2025. It appears from documents that the recovery certificate's under section 101 of MCS Act 1960 have been issued by the Deputy registrar CS Nasik on dated 13/06/2025 which is appearing from the copies of documents produced by opponent society along with list Exhibit 25. Thus it is crystal-clear that the present dispute has been filed by disputants before issuing recovery certificates by the Deputy registrar. Therefore as held in the aforesaid judgement by the Hon'ble High Court, so far this case is concerned, prima facie, it can not be accepted that the dispute has been filed challenging recovery certificates. Therefore the present dispute is maintainable. The said Judgment is applicable to the case in hand.

15. Admittedly by filing present dispute the disputant's have sought the declaration that as per compromise / MOU dated 20/01/2022 they do not owe any amount to the opponent society. They further sought to declare that the demand notices issued to them on dated 13/01/2025 and 14/02/2025 by the opponents are illegal. The copies of said demand notices as produced by the disputants shows that the special recovery officer of the opponent society by issuing said demand notices has demanded repayment of Rs 47,36,348/- and Rs- 44,59,608/- from the disputants. The said demand notices appears to have been issued by the opponent society before issuance of the recovery certificates by the Deputy registrar CS Nashik. It is thus prima facie clear that the dispute is filed challenging the demand notices and the not the recovery certificate/s.

16. Therefore in the attending facts & circumstances on record the question is whether the relief of temporary injunction as prayed by disputants can be granted against opponents restraining further action for recovery against the disputants ? The factual position on record is that on one hand the disputants are coming with a document of MOU dated 12.01.2022 showing repayment of an amount of Rs 2,21,00,000/- by deceased Sanjay and disputant No 2 to the opponent society against the outstanding dues of their all the loan accounts whereas the opponent society on the other hand is coming with recovery certificates in its hands showing amount mentioned in said certificates still due & recoverable from deceased Sanjay and disputant No 2. However it is factual position on record that the said recovery certificates appears to have been issued by the deputy registrar C.S. Nashik latter to the documents of MOU dated 12.01.2022. In the said MOU as stated earlier, the opponent No 4 being chief manager of opponent society has already acknowledged receipt of the entire compromise / OTS amount of Rs 2,21,00,000/- from deceased Sanjay and disputant No 2, against the outstanding dues of their all the loan accounts. The said MOU clearly mentions that the whole amount as agreed in the said MOU has been paid by deceased Sanjay and disputant No 2 and nothing has remained payable by them to the opponent society. In view of that, in my opinion the opponent society by its own conduct is estopped from taking further action for recovery of the amount

against the disputants. Therefore there remains no question to take any further action for recovery by opponent society against the disputants.

17. It will be useful to refer here the copy of release Deed dated 23rd August 2023. This is produced on record by opponent society along with list Exhibit 25. It clearly mentions (para 3) that the party No 1 of the said document has repaid the entire loan amount taken from party No 2 and accordingly the society has issued Nil certificate to party No 1 and therefore the party No 2 has released the mortgaged property described in said Deed. The said document is duly registered as per provisions under the registration Act. This release deed has been executed after execution of MOU dated 12/01/2022. Thus it prima facie appears that the said MOU dated 12.01.2022 is already acted upon by the parties to the said document and that's why the opponent society seems to have released the mortgage property of deceased Sanjay and disputant No 2.by executing registered release deed in their favour. Had any amount been outstanding from the deceased Sanjay and disputant No 2, the opponent society would not have released the mortgaged property. On the contrary the said document mentions that entire loan amount is repaid. Therefore on perusal of said document also it prima facie appears that there was total repayment made by deceased Sanjay and disputant no 2 as agreed in the MOU and it was received by the opponent society also. In the circumstances prima facie there remains no reason for the opponent society to claim further recovery from the disputants. Once the opponent society has received the amount from deceased Sanjay and disputant No 2 against full and final satisfaction of the outstanding dues of their all the loan accounts, then certainly there remains no reason for the opponents to demand any further repayment from the disputants. Therefore in that view of the matter, I find prima facie case in favour of disputants. Relying on the recovery certificates, the opponents, if takes any action against disputant's for recovery then certainly the dispute will become infructuous and it will cause undue harassment, inconvenience and monitory loss to the disputants. Therefore in the attending facts and circumstances on record I hold that in the present case it is just and necessary to grant temporary injunction in favour of disputants and against the opponents. The balance of convenience is lying in favour of disputant's. So

also they will suffer an irreparable loss if TI as prayed by them is not granted in their favour and against the opponents. Therefore with this discussion I record my findings on the points no 1 to 3 in the affirmative manner. In answer point No 4, in the result I proceed to pass the following order,

ORDER

1. The application for temporary injunction stands allowed.

2. The opponents through their agents, servants, representatives and any other persons claiming through them, are hereby restrained by order of temporary injunction from taking any action for recovery against the disputants in relation to loan in dispute, in any manner till the disposal of dispute on merits.

3. There is no order as to cost

Date :- 29.06.2026

2916

(U.M.Kulkarni)

Judge

Co-op. Court Nashik