MHCO150003262014

Presented on :	29/09/2014
Registered on :	29/09/2014
Decided on :	10/06/2026
Duration :	11Yrs/08M/12D

IN THE COURT OF JUDGE, CO-OPERATIVE COURT AT NASHIK
(Presided over by Shri.U.M. Kulkarni - Judge)

ABN No.382/2014
Exhibit No.109
CNR No.MHCO150003262024

Sau.Shantabai Tarachand Dungarwal Nagari Sahkari Pat.Mdt.
Chandwad, Tal.Chandwad, Dist.Nashik.
Add:Shantatara Tower, Renuka Complex,
Chandwad, Dist.Nashik. **……..Disputant.**

VERSUS

1) Sanjaykumar alias Sanjiv Narayan Kulthe
Age:44
R/o.Old Court Galli, Chandwad, Dist.Nashik.

2) Jitendra Kantilal Dungarwal
Age:39
R/o.Somwar Peth, Chandwad, Dist.Nashik.

3) Balasaheb Bhagwant Rahane
Age:39
R/o.Merchant Colony, Chandwad, Dist.Nashik.

4) Shri.Nilkantheshwar Narayan Kulthe
Age:52

5) Shri.Ramesh Narayan Kulthe

Age:59

6) Shri.Rajiv alias Rajendrakumar Narayan Kulthe
Age:46

7) Shri.Shaileshkumar Narayan Kulthe
Age:36

8) Sau.Vaishali alias Meera Vasant Burhade
Age:57
Oppts.No.4 to 8 R/o.Juni Court Galli, Chandwad,
Nashik. ....**Opponents.**

Dispute for recovery of amount.

Appearances : Adv.Shri.R.V.Walzade for the disputant.
Opponents No.2 to 8 exparte.
Adv.Shri.S.G.Sonawane for the opponent No.1.

JUDGMENT
(Pronounced in open Court on 10/06/2026)

This is a dispute for recovery of **Rs.15,89,363/-** from opponents.

Briefly stated case of the disputant bank is as under:

1. It is contended that the disputant society is a co-operative credit society registered under the provisions of MCS Act 1960 and the opponents are its members. The opponent No.1 is a borrower whereas the opponents No.2 & 3 are his guarantors. The opponent No.1 has taken mortgage loan of Rs.10,00,000/- from the disputant society on 11/12/2010. The said loan was to be repaid in 36 months by monthly installments of Rs.40,000/- plus interest. In connection with the said loan, the opponents have executed promissory note, loan agreement, mortgage deed, etc. in favour of the disputant society. For the loan taken by the opponent No.1, the opponents No.1 and 4 to 8 have also executed mortgage deed in respect of their property bearing CTS No.1677 area admeasuring 159.3 sq.mtrs. and the property G.P.No.1089 situated at Chandwad on dated 25/11/2010 in the office of Sub-Registrar, Chandwad. The opponents No.4 to 8 thus have accepted their joint and several liability to repay the loan amount.

2. It is further contended that it was agreed that the interest @Rs.15%p.a. with quarterly rests basis will be charged on the loan amount. The opponents had further agreed to charge 2% penal interest by the disputant if the loan remains outstanding. The opponents had further agreed for charging interest at the rates changed by the disputant society from time to time.

3. It is further contended that the opponent has failed to repay the loan amount within time as agreed and thus he became defaulter. The opponents No.2 & 3 are his guarantors and therefore they are also jointly and severally liable along with the opponent No.1 to repay the loan to the disputant society. It is submitted that as per the loan account of opponent No.1, as on 14/8/2014 an amount of **Rs.15,89,363/-** was / is due and outstanding to it from him. The opponents have failed to repay the said amount despite making demands by the disputant society and hence, the disputant society was constrained to file this dispute for recovery. It is submitted that the dispute has been filed on the basis of resolution passed by the disputant society. So also the dispute is between a co-operative society and its members and it is for recovery of loan amount hence, this Court has jurisdiction to try and decide the same. Accordingly with these contentions the disputant society has lastly prayed for allowing the dispute and passing award of Rs.15,89,363/- in its favour and against the opponents No.1 to 8 jointly and severally by awarding further interest thereon @Rs.17%p.a. from 1/8/2014 until full realization. The disputant

society has further prayed for directing attachment and sell of mortgaged property of the opponent for realization of the outstanding amount.

4. In response to the dispute summons the opponent No.1 has appeared in the matter and filed his written statement at Exh.26. He has denied all the allegations of disputant society being false, illegal, baseless and frivolous. He contended that the dispute is not filed in accordance with the Rules under the M.C.S. Act, 1960. The loan account extract relied on by the disputant society is not certified as per the Bankers Books Evidence Act. So also interest has been charged exorbitantly by the disputant society and hence, claim being illegal, liable to be dismissed. The claim of disputant society is based on illegal documents. It is barred by law of limitation. It is not pleaded by the disputant society as to how the claim is within limitation. It is further contended that there was no cause of action at all in filing the dispute. The opponent was not issued any demand notice by the disputant before filing the dispute. The documents relied on by the disputant society are not properly stamped and duly executed by the opponents. Therefore, relying on such documents claim of the disputant society cannot be entertained. The loan documents relied on by the disputant society have number of blanks which are later on filled in by the disputant society without knowledge and consent of the opponent. The signatures on the loan documents were taken forceably and under protest by the disputant and therefore, the documents cannot be relied on for the purpose of suit claim. The disputant society not only committed offense of forgery but also misguided the Court by suppressing true and material facts.

The loan documents and mortgage deed relied on by the disputant society are the photocopies (xerox) and hence in view of judgment in the case of Nirod Banergee V/s. Dy. Commissioner of Hajaribag reported in 1980 SC 1109 , same cannot be looked into evidence by the Court.

5. The opponent further contended that he had never agreed to pay interest at the rates claimed by the disputant society. The disputant society is bound to prove that it is entitled to charge interest at increased rates that has been approved by R.B.I. and Co-operative Commissioner. The disputant society has charged exorbitant interest on the suit loan. So also it has charged penal interest on the loan, which is contrary to judgment of Hon'ble Supreme Court in the case of "Central Bank of India V/s. Ravindra. The disputant society has illegally added interest in the interest and thus wrongfully charged compound interest on the loan and therefore, its claim is illegal.

6. It is further contended that the purported documents produced by the disputant society were obtained by disputant under due influence and misrepresentation and they are without consideration and therefore, entire contract is not only illegal but void and bad in law. The documents relied on by the disputant society are not properly and legally executed by the opponents. The documents must be executed with free consent and without any fraud and misrepresentation, etc. The disputant is therefore required to strictly prove execution of loan documents by opponents. It is submitted that the signatory of the dispute application was not competent to sign and present the same. He is unaware of alleged loan

transaction. He was not present when the loan transaction had taken place. There is no verification made by by the signatory of the dispute to the dispute application. Therefore, the dispute cannot be said to have been filed by the duly authorized person. Shri.Mahesh Arvind Vyavhare was not authorized to file the dispute nor he has produced any authority or power of attorney to do so.

7. The opponent denied that he had agreed to charge interest @Rs.17%p.a. on the loan amount. He contended that the loan documents relied on by the disputant society are not binding on him. The loan documents were blank when the signatures of opponents were taken thereon. The opponent denied that he is liable to repay amount of Rs.15,89,363/- along with interest to the disputant as claimed. Accordingly, with these contentions, the opponent No.1 has lastly prayed to dismiss the dispute with cost.

8. Rest of the opponents did not appear in the matter though duly served with the summons of the dispute and hence, the dispute proceeded further exparte against them.

9. In the light of aforesaid pleadings of the parties the issues are framed below Exh.21. I have reproduced the said issues along with my findings thereon for the reasons recorded as under:

Sr.No.	Issue	Findings
1	Does disputant society prove that opponent No.1 availed loan of Rs.10,00,000/- @Rs.15%p.a. from the disputant society and opponents No.2 & 3 are	In the Affirmative.

	the sureties?	
2	Does disputant society prove that it is entitled to recover an amount of Rs.15,89,363/- along with interest thereon @Rs.17%p.a. from 1/8/2014 till its complete realization, from opponents jointly and severally?	Partly in Affirmative
3	Does opponent No.1 prove that disputant obtained his signatures forceably on blank documents and filled up the documents without his consent and knowledge?	In the Negative
4	Whether this dispute is barred by law of limitation?	In the Negative
5	Does disputant prove that Shri.Mahesh Arvind Vyavhare is authorized to sign and file the dispute?	In the Affirmative
6	Does opponent No.1 prove that the dispute is false, frivolous and hence, it is liable to be dismissed?	In the Negative
7	What order and award?	As per final order.

REASONS

10. Heard argument of the Ld. advocate Shri.R.V.Walzade for the disputant and the Ld.advocate Shri.S.G.Sonawane for the opponent No.1. Also gone through the written notes of argument submitted by the Ld.advocate for the opponent No.1 below Exh.107. I have also gone through the judgments cited by the Ld.advocate for opponent which are referred in the written notes of arguments i.e. judgment of the Hon'ble High Court Mumbai in the case of Bank of Baroda V/s.Moti Industries and the judgment of Hon'ble Supreme Court in the Case of Central Bank of India V/s.Ravindra. Relying upon these two judgments, the opponents in their

written argument Exh.107 have submitted that in view of law laid down in the said judgments the instant dispute, as filed by disputant, deserves to be dismissed. I have carefully gone through both the judgments and taken into account the principles laid down thereunder. The cited judgments, no doubt, are binding on this Court, however, in the facts of the case in hand the judgments, with due respect, I would say cannot be made applicable to the case in hand.

11. **AS TO ISSUE NO.4:** This issue pertains to limitation. This issue has been framed in the light of objection raised by the opponent to the effect that the dispute filed by the disputant society is not within limitation. It is his contention that the disputant society in the dispute application did not explain as to how the dispute is within limitation. It is therefore, contention of the opponent No1 that the dispute is not within limitation.

12. Admittedly, by filing the present dispute the disputant society has sought recovery of Rs.15,89,363/- from all the opponents jointly and severally against the alleged disbursement of loan of Rs.10,00,000/- made by it to the opponent No.1 on 11/12/2010. The present dispute is thus for recovery of the loan amount. It is the contention of the disputant that the opponents are its members. It is alleged that the opponent No.1 is borrower whereas the opponents No.2 and 3 are his guarantors.

13. The opponent No.1 in his written statement though contended that the dispute is barred by limitation, did not further clarified as to how it is barred by limitation. Admittedly, as stated above, the dispute is for recovery of loan amount. U/s.92 of the M.C.S. Act,1960 when the

dispute relates to the recovery of any sum including interest thereon due to a society by a member thereof the, limitation for such dispute shall be computed from the date on which such member dies or ceases to be a member of the society. Thus as per the above provision, in the case of recovery dispute the limitation for the dispute has to be computed from the death of a member or date of his cessation as member. In the present case neither of the contingency has happened. It is a dispute between a co-operative society and its members. As per the above provision, during lifetime of a member there is no question of counting the period of limitation for filing the recovery dispute. Therefore, I do not find any substance in the plea of the opponent No.1. I therefore, hold that the present dispute is not barred by limitation and hence, with this discussion, the issue is answered by me in the negative manner.

14. **AS TO ISSUE NO.5:** This issue pertains to authorization allegedly granted to signatory of the present dispute for filing and signing the same. In the written statement filed by the opponent No.1 he has contended that the signatory of the dispute was not competent to sign and file the same since he was not authorized to do so by the disputant society. It is his contention that Shri.Mahesh Arvind Vyavhare who has signed the present dispute had no authority or power of attorney to sign and file the same and also to depose in the matter on behalf of the disputant society. Disputant's witness Shri.Mahesh Arvind Vyavhare in his oral evidence at Exh.28 has deposed on oath that the disputant is a registered co-operative society and he has the complete authority to prosecute the present dispute

on behalf of the disputant society. He deposed that the Board of Directors of disputant society as per the resolution No.4 passed in the meeting dated 3/8/2014 granted him authorization to file the present dispute. He deposed that the certified copy of said resolution is produced by him which is correct as per the original. On record at Exh.41 is a certified copy of the resolution No.4 passed in Board of Directors meeting dated 3/8/2014. As per the said resolution, the Board of Directors of the disputant society seems to have taken decision to file recovery dispute against its total 43 borrowers and their guarantors in the Co-operative Court u/s.91 of the M.C.S. Act and for that purpose the Board of Directors had resolved to grant authorization to the employees of the disputant society namely Shri.Shrawan Shendge and Shri.Mahesh Arvind Vyavhare for signing and presenting the dispute as well as to look after the same on behalf of the disputant society. In the said resolution, name of the present borrower i.e. the opponent No.1 appears at Sr.No.41. The said resolution clearly mentions that Shri.Mahesh Arvind Vyavhare has been authorized to file and prosecute the present dispute on behalf of the disputant society. During his cross-examination, the said resolution has remained unchallenged by the opponent No.1. Therefore, I do not find any reason to disbelieve the said document. Therefore, I hold that Shri.Mahesh Arvind Vyavhare was/is authorized to sign and file the present dispute and therefore the issue No.5 is answered by me in the affirmative manner.

15. **AS TO ISSUE NOS.1 & 3:** Both these issues are interlinked with each other. The issue No.1 pertains to availment of loan of

Rs.10,00,000/- by the opponent No.1 from the disputant society whereas the issue No.3 pertains to the loan documents and their execution. The issue No.1 has to be proved by the disputant whereas the issue No.3 has to be proved by the opponent No.1. As far as disbursement of loan in dispute is concerned, it is the case of disputant society that the opponent No.1 has taken from it mortgage loan of Rs.10,00,000/- on 11/12/2010 with interest @Rs.15%p.a. It is further case of the disputant that the said loan was to be repaid in 36 monthly installments each installment being of Rs.40,000/- plus interest. For the said loan, the opponents No.2 and 3 are stood as a guarantors. The opponents No.4 to 8 have mortgaged their properties for security of loan taken by the opponent No.1. In connection with the said loan amount, the opponents have executed loan documents such as promissory note, loan agreement, mortgage deed, etc. in favour of the disputant society.

16. By filing written statement, the opponent No.1 has flatly denied receipt of suit loan amount from the disputant society. He contended that no loan amount has been disbursed to him by the disputant society. His contention is that the disputant society has forceably and fraudulently obtained his signatures on printed blank loan documents and thereafter as it later on filled in the contents thereof as per its convenience without explaining the contents to the opponent. The opponent No.1 contended that there was no voluntary execution of loan documents by him. Rather his contention is that his signatures were obtained under protest and

considering prevailing situation the opponent No.1 was constrained to sign the documents.

17. Disputant's witness Shri.Mahesh Arvind Vyavhare in his oral evidence at Exh.28 had deposed on oath that the opponents are members of the disputant society and the opponent No.1 had submitted loan application to the disputant society for demanding loan amount. He further deposed that as per the demand made by the opponent No.1, the disputant society had sanctioned to him loan of Rs.10,00,000/- and disbursed the same on 11/12/2010. The opponents No.2 and 3 are guarantors to opponent No.1 for the said loan amount. They had agreed for charging interest @Rs.15%p.a. on the said loan amount. He deposed that in connection with the said loan amount the opponents No.1 to 3 have executed promissory note, loan agreement, etc. in favour of the disputant society. He deposed that the opponents have signed the said loan documents in his presence.

18. The witness of the disputant society has been cross-examined by the Ld. advocate of opponent on his aforesaid evidence. In the cross-examination he admitted that the loan documents are not prepared by him. It is to be noted here that as mentioned above, it is the contention of the opponent No.1 that his signatures were obtained by the disputant society on printed blank documents under protest and later on it has filled in its contents behind his back and without giving him any knowledge thereof. Considering said defense issue No.3 was framed placing burden thereof on the opponent. It is to be noted here that the opponent did not enter into the witness box to prove his defense. He has not offered himself for being cross-

examined by the disputant on his said defense. Therefore, in my considered opinion, in the absence of leading evidence by the opponent No.1 on his defense in the written statement, his mere defense cannot have any legal value or importance. Moreover, and apart from this aspect, during cross-examination of disputant's witness at Exh.28 also the opponent No.1 has not proved his defense. The cross-examination of disputant's witness at the instance of opponent No.1 fails to bring it on record that the disputant society had obtained signatures of the opponent No.1 on blank documents and later on filled its contents. Neither with the help of any suggestions nor with the help of any documentary evidence the opponent No.1 has succeed in proving his said defense. Therefore, at the outset, I have to hold that the opponent No.1 has failed to prove his defense that his signatures were obtained by the disputant society on blank documents.

19. As far as the disbursement of loan amount to the opponent No.1 is concerned, disputant's witness Shri.Mahesh Arvind Vyavhare in his evidence at Exh.28 has deposed on oath that the opponent No.1 had been sanctioned mortgage loan of Rs.10,00,000/- by disputant on 11/12/2010 and it has been disbursed to him by it by transferring the same to his savings account. He deposed that after disbursement of said loan amount to the opponent No.1 he has executed debit voucher (नावे पावती) for the said amount in favour of the disputant society. He further deposed that as per the said transfer voucher the said loan amount had been transferred to savings account No.6/113 of the opponent No.1. He further deposed that after transferring the loan amount of Rs.10,00,000/- to the savings account

of the opponent No.1, on 11/12/2010, 20/12/2010 and 22/12/2010 respectively the opponent No.1 has withdrawn amount of Rs.3,79,202/-, Rs.1,00,000/- and Rs.5,20,000/- from his saving account. He further deposed that by submitting withdrawal vouchers the opponent No.1 from time to time has withdrawn the said amounts and against the receipt of said amounts he has signed the said withdrawal vouchers. He thus deposed that in the above manner the disputant has disbursed loan amount to the opponent No1.

20. To substantiate its said contention, the disputant society has relied upon the transfer voucher cum loan receipt at Exh.48 pertaining to the loan amount of Rs.10,00,000/-. As per this debit receipt dated 11/12/2010 loan of Rs.10,00,000/- stated to have been transferred to the saving account No.6/113 of the opponent No.1 On this receipt there is signature of opponent No.1 in token of receipt of said amount from the disputant. Signing of said voucher cum receipt by the opponent No.1 is proved by disputant's witness in his evidence at Exh.28. Further more, there are withdrawal slips at Exhs.51 & 52 respectively. These withdrawal slips are signed by the opponent No.1 and it appears that as per the said withdrawals both the said amounts are withdrawn by opponent No.1 from his saving account. The signing of these two slips by the opponent No.1 has been proved by witness of the disputant society through his evidence. The Exh.53 is debit cum transfer voucher pertaining to amount of Rs.5,20,000/-. Disputant's witness Shri.Mahesh Arvind Vyavhare in his evidence has deposed that as per this voucher loan amount of Rs.5,20,000/- has been

transferred from saving account disputant society to his mortgage loan account. This transfer voucher Exh.53 is stated to be signed by the opponent No.1 against the receipt of the said amount from the disputant society. In addition to that the disputant society has relied on total 46 withdrawal slips from Exhs.54 to 99 to show that from time to time the opponent No.1 withdrawn amounts from his mortgaged loan account. All the said slips bear names and signatures of opponent No.1. All the said withdrawal slips thus appears to have been submitted by the opponent No.1 for withdrawal and transfer of the amounts. Thus from the aforesaid documentary evidence produced by the disputant, it is crystal clear that sanctioned loan amount of Rs.10,00,000/- had been transferred by disputant society to the saving account of the opponent No.1 and thereafter from said amount from time to time he has withdrawn the amounts by submitting withdrawal slips. It is thus proved that the loan amount was actually disbursed to the opponent No.1 by the disputant society. Most important is that the loan account extract at Exh.45 relied upon by disputant shows repayment of Rs.17,50,000/- by the opponent. Had the opponent not received loan amount, he would not have made such bulky repayment. During cross-examination of disputant's witness the opponent has not denied or disputed the said repayment. Therefore, this also further corroborates factual loan disbursement by disputant society to the opponent.

21. The loan documents on record such as loan application, promissory note, loan agreement etc. at Exh.42 to 44 respectively, produced

by the disputant society shows that the opponents No.2 and 3 are stood as a guarantors to the opponent No.1 for the loan in question. The loan demand application bears names and signatures of opponents No.2 & 3 as guarantors to the opponent No.1. So also the promissory note and loan agreement at Exh.43 & 44 respectively also bears names and signatures of opponents No.2 and 3 as guarantors to the opponent No.1 for the loan of Rs.10,00,000/-. The opponents No.1 to 3 in both said documents have admitted receipt of said loan amount from the disputant society and they had agreed to pay interest thereon @Rs.15%p.a. with quarterly rests basis. There was further agreement by the opponents to pay 2% penal interest if the loan remains outstanding. Thus the loan documents on record shows that the loan amount had been disbursed to the opponent No.1 with interest @Rs.15%p.a. on the suretyship of opponents No.2 and 3. The aforesaid documents relied on by the disputant society have remained unchallenged by the opponent during cross-examination of disputant's witness. The withdrawal slips have also remained unchallenged by the opponents. Therefore, I have no hesitation to conclude that the disbursement of loan of Rs.10,00,000/- to the opponent No.1 has been proved by the disputant society. The opponent No.1 at the same time, has failed to prove that his signatures were obtained by the disputant society on printed blank documents and later on it filled in the contents thereof. Therefore, I hold that the issue No.1 is proved by the disputant whereas the opponent No.1 failed to prove issue No.3. Hence, the issue No.1 is answered by me in the affirmative manner and issue No.3 in the negative manner.

22. **AS TO ISSUE NO.2:** This issue pertains to entitlement of disputant society to recover amount of Rs.15,89,363/- along with interest thereon @Rs.17%p.a. from all the opponents jointly and severally. As per the case of disputant society, the opponent No.1 though has availed from it loan of Rs.10,00,000/-, failed to repay the same within time as per the agreed terms and thus he became defaulter and as per the loan account maintained in his name, as on the date of dispute said amount was due and outstanding to the disputant society from the opponent No.1. According to the disputant society time and again it had demanded repayment thereof from the opponents but the did not repay the loan and hence, it was constrained to file the present dispute for recovery. Disputant's witness Shri.Mahesh Arvind Vhyavhare in his oral evidence at Exh.28 has reiterated the said contentions. To substantiate its said contentions, the disputant society has relied on the loan account extract at Exh.45 & 103 respectively. The loan account extract at Exh.103 has been produced by the disputant during evidence as per the demand of opponent No.1. This loan account extract shows that as on 14/8/2014 an amount of Rs.15,89,363/- was due and outstanding to the disputant from the opponent No.1. On perusal of this loan account extract it is evident that after debiting the loan amount in the name of opponent No.1 initially the disputant society seems to have charged and debited interest per half yearly rests basis. It appears that w.e.f. 31/3/2013 the disputant society seems to have charged interest per quarterly rests basis. Clause No.2 of the hypothecation loan agreement Exh.44 clearly mentions that interest @Rs.15%p.a. with quarterly rests basis will be charged on the loan amount. The said clause further mentions

that additional 2% penal interest also will be charged on the loan amount if it is defaulted. Thus there was written contract by opponents for charging interest @Rs.15%p.a. with quarterly rests basis. The loan account extract shows that interest has been charged by the disputant society as agreed. During the cross-examination of disputant's witness Exh.28, repeatedly it has been brought on record by the opponent No.1 that interest per 3 months rests basis has been charged by the disputant society on the loan account. Thus what was agreed between the opponents and disputant society has been brought on record by the opponent. There was an agreement by the opponents to capitalize the interest if it is not paid within time as agreed. Therefore, I do not find any illegality on the part of disputant society in maintaining the loan account in relation to the suit loan amount. During the cross-examination of disputant's witness the opponents has failed to prove that they are not liable to repay said amount to the disputant society. On the contrary, it is brought on record by the opponent No.1 that from the date of disbursement till 24/4/2015 amount of Rs.17,95,000/- has been repaid by the opponent from time to time. This itself proves admission of loan liability by the opponent.

23. The disputant society has prayed for awarding further interest @Rs.15%p.a. on the suit amount. The loan documents relied on by the disputant society as aforesaid shows that the agreed rate of interest between the parties on the loan transaction was @Rs.15%p.a. There was further agreement by the opponents to pay 2% penal interest if the loan is defaulted. Admittedly, by filing this dispute the disputant has sought to

recover amount of Rs.15,89,363/- from the opponents. The dispute is filed in the year 2014. It has taken time of more than 10 years for its disposal. In such circumstances, if further interest @Rs.15%p.a is awarded to the disputant society, it will meet the ends of justice. No prejudice would be caused to the disputant by awarding such interest at least on the principal loan amount. Accordingly, with this discussion, I therefore, hold that the disputant has proved its entitlement to recover the suit amount from the opponents. Future interest @Rs.15%p.a is awarded to the disputant society on the principal loan amount of Rs.10,00,000/- from date of filing of the dispute till realization of the amount.

24. Before concluding, it is to be mentioned here that there are total 8 opponents to this dispute. The disputant has prayed for passing award for the suit amount against all the opponents jointly and severally. The opponent No.1 is borrower whereas the opponents No.2 & 3 are his sureties. The opponents No.4 to 8 are the mortgagors or consenters to mortgage their properties as security for the loan taken by the opponent No.1. The loan documents at Exhs.42 to 44 are signed by opponents No.1 to 3 only. The opponents No.4 to 8 have merely offered their properties described in the mortgage deed Exh.46 to the disputant society as security for the loan amount. In such circumstance, the liability of said opponents No.4 to 8 cannot exceed more than the value of mortgaged property which they have offered as a security for the suit loan. Therefore, with this discussion and observations, the issue No.2 is answered by me as partly in the affirmative manner.

25. **AS TO ISSUE NO.6**: The opponent No.1 has contended that the dispute filed by the disputant society is false and frivolous and hence same is liable to be dismissed. While discussing issue No.2 as above, I have already held that the disputant society has proved its entitlement to recover the suit amount from the opponents. In such circumstance, there is no question of holding the dispute as false and frivolous as contended by the opponent. The opponent No.1 has failed to prove this issue hence, the same is answered by me in the negative manner.

26. **AS TO THE ISSUE NO.7:** In view of my respective findings to issues No.1 to 6 as recorded above, I hold that the disputant society is entitled for the award and therefore, in answer to this issue, in the result, I proceed to pass following order:

ORDER

1.	The dispute stands partly allowed with costs.
2.	The disputant society do recover an amount of **Rs.15,89,363/-** (Rupees Fifteen lakhs Eighty Nine Thousand Three hundred and Sixty Three only) from opponents No 1 to 3 jointly and severally and it to receive future interest **@Rs.15%p.a.** on the principal loan amount of **Rs.10,00,000/-** from the date of filing of the dispute until full realization of the amount.
3.	The opponents No.4 to 8 being mortgagors are held not personally liable to repay the above amount to the disputant society, however, the properties mortgaged by opponents vide Exh.46 to the extent of its value is held liable for recovery of said amount by the disputant society. The disputant society is at liberty to proceed against the said mortgaged properties of opponents by following due procedure under law to recover its aforesaid amount.

4.	The opponents to pay cost of the dispute and bear their own.
5.	Award be drawn up accordingly.

sd/-

Date:10/06/2026.
Place: Nashik.

(U. M. Kulkarni)
Judge,
Co-operative Court, Nashik.

CERTIFICATE

I affirm that the contents of this PDF file Judgment/Order are same word to word as per the original Judgment/Order.

Name of the Stenographer	: Shri.K.A.Kannor
Court Name	: Shri.U.M.Kulkarni Judge, Co-operative Court, Nashik.
Date	: 10/06/2026
Judgment/Order signed by the Presiding Officer on	: 10/06/2026
Judgment/Order uploaded on	: 10/06/2026