MHCO260002252024

Presented on : 26-12-2024
Registered on : 26-12-2024
Decided on : 20-08-2026
Duration : Y M D
01 : 07 : 25

IN THE COURT OF JUDGE CO-OPERATIVE COURT, NANDED

(Before Shri. B.S.Lakhote,Judge)

Case No/ CCP/213/2024

The Parbhani District Central Co-Operative Bank
Ltd. Parbhani Branch Jintur.
Through authorized person
Babarao Asaram Garad ……………..……**DISPUTANT**

Versus

1. Zilha Parishad Karmchari Sah.
Patsanstha M. Jintur. Tq. Jintur Dist. Parbhani
Through its Chairman.

2. Pralhad Bajirao More
Age : Major Occu : Agri
At. Bamani Plot Jintur Tq. Jintur Dist Parbhani

3. Sadashiv Triyambakappa Tamshete
Age : Major Occu: Agri
At. Charthana Tq. Jintur Dist. Parbhani

4. Vilas Vishwanathrao Bhalerao
Age : Major Occu : Agri
At. Near Pardeshwar Mandir Parbhani
Tq. Dist. Parbhani

5. Tukaram Kaniram Chavan
Age : Major Occu : Agri
At. Banjara Colony Jintur Dist. Parbhani

6. Keshav Chandurao Ghuge
Age : Major Occu : Agri
At. Shivaji Nagar Jintur Dist. Parbhani

7. Vaijanath Marotrao Rekdage
Age : Major Occu : Agri
At. Near Janabai Vidyalay Gangakhed
Tq. Gangakhed Dist. Parbhani

8. Kailas Onkar Kapale
Age : Major Occu : Agri
At. Amdar Colony Near Swami Samarth
Kendra Jintur Tq. jintur Dist. Parbhani

9. Sanjaykumar Pandharirao Deokar
Age : Major Occu : Agri
At. Sambhaji Nagar Jintur Dist. Parbhani

10. Madhukar Kishanrao lode
Age : Major Occu : Agri
At. Bori Tq. Jintur Dist. Parbhani

11. Natha Sakharam Khandhare
Age : Major Occu : Agri
At. Near Hutatma Smarak Jintur Dist. Parbhani

12. Laxman Harihar Chavan (Died)
Through LR
Pratik Laxman Chavan
At. Panchayat Samiti selu Tq. Selu Dist. Parbhani

13. Smt. Sunanda Mohanrao Jadhao
Age : Major Occu : Agri
At. Near Tukai Mangal Karyalay Jintur
Tq. Jintur Dist. Parbhani

14. Smt. Usha Nivrutirao Kasale

Age : Major Occu : Agri
At. ZP Primary School, Takalikumakaran
Tq. Dist. Parbhani ...…..…**OPPONENTS**

Dispute for Recovery of Amount Rs. : 26,60,566/-

Appearance: -

Adv. for the Disputant	- Shri. R. K. Veer
Adv. for Opp.no 1 to 11 and 13, 14	- Shri. N. T. Deshmukh
Opponent No. 12	- Exparte

JUDGMENT

(Delivered on 20/08/2026)

The case of the Disputant in brief is as under

1. The disputant bank registered under MCS Act and opponent no. 1 is member and borrower of bank and opponent no. 2 to 14 are managing committee member of opponent no.1 society and they are guarantors to the loan of opponent no. 1.

2. Opponent no. 1 submitted renewal of loan application on 22/06/2009 to the bank for cash credit limit of Rs. 7,00,000/-. The said application consider and sanctioned by bank the loan limit of Rs. 7,00,000/- on 01/07/2009. Rate of interest was fixed 13.50 % and additional 2 % penal interest. The due date of repayment was 30/06/2010. The opponents executed necessary loan documents in favor of bank on 30/06/2009. The opponent no. 1 society availed loan facility through renewal form the bank.

3. The opponent no. 1 failed to pay the loan amount amount on due date nor submitted application for renewal due. The bank several time demanded the loan dues amount to the opponent no. 1. But the opponent no. 1 did not taken cognizance.

4. The disputant is maintaining loan account of opponent no. 1 by

taking debit and credit entries in the loan account. As per account statement loan dues amount of Rs. 26,60,566/- is outstanding as on 31/08/2024. The bank issued notice on 18/09/2024 to the opponents and thereby called upon to pay dues amount but the opponent did not gave any reply neither paid loan dues amount and hence disputant constrained to filed dispute against the opponent.

5. The opponents no. 1 to 11 and 13 and 14 filed their written statement at Ex. 29 and they submitted therein that dispute is not maintainable. They admitted that they are member of bank, but denied that they are guarantors of loan of opponent no. 1 society. They denied their joint and severally liability of loan. They submitted that in routine course of bank, the bank used to obtained signature of managing committee in day to day affairs bank may have utilized the said papers for alleged loan. The disputant bank use to charged rate of interest as per their own choice. They denied the claim amount. They contended that the dispute filed by bank is barred by limitation therefore dispute is liable to dismissed. The bank alleged that loan was sanctioned in the year 2009 and bank filed dispute in year 2024 hence dispute is liable to dismissed as it is not within the limitation. They denied their individual liability.

As per rival pleading of the parties issues are frame at Ex. 30 and my finding with reason are as follows.

ISSUES	**FINDING**
1. Whether disputant proved that opponents are jointly and severally liable for an amount Rs. 26,60,566/- with 13% p.a. interest and 2 % penal interest from 01/08/2024 till realization ?	……...Positive
2. Whether opponents proved that they have sign papers in routine course of bank for day to day affairs of bank	……...Negative
3. Whether dispute is barred by limitation ?	……...Negative

4. What order and award? ……...As per final order

REASONS

6.AS TO ISSUE NO.1 AND 2 : The disputant in order to established its case filed affidavit of its authorized person Shri. Babarao Asaram Garad at Ex. 24. The disputant in support to the oral evidence of witness relied on document on Ex. 25 to 41 that is resolution, application for renewal of loan limit with resolution, promissory note, Hamipatra, account statement with 65 (b) certificate, renewal of sanction. The opponent no. 2, Pralhad Bajirao More and opponent no. 11, Natha Sakharam Khandare, opponent no. 4, Vilas Vishwanathrao bhalerao and 7, Vaijanath Marotrao Rekdage tender evidence as examination in chief at Ex. 48, 50, 51, and 52.

7. The point for consideration whether the disputant bank sanction loan limit Rs. 7,00,000/- through renewal to the opponent no. 1 society and for that opponent no. 2 to 14 are guarantors to the loan opponent no. 1. The witness of disputant in his affidavit is narrated same fact as stated in the dispute, it is nothing but the replica of dispute. The opponents counsel Shri. N. T. Deshmukh taken cross of this witness and the disputant counsel Shri. R. K. Veer cross examine to the opponent witness. The disputant stated that cash credit loan limit Rs. 7,00,000/- which is renew by the bank. The document Ex. 35 is a letter address to the bank where in the opponent no.1 society admitted sanction of loan Rs. 7,00,000/- and by this letter the opponent no. 1 society sought extension for repayment of loan. Ex 36 is sanction letter and Ex. 37 is the resolution of society. This document clearly indicate that the bank sanction loan limit of Rs. 7,00,000/- to the opponent no. 1 society. Now turn to the cross examination of the opponents. These opponent admitted in their cross that the loan limit sanction to the society was Rs. 7,00,000/- and this amount was withdrawn by opponent no. 1 society. These opponents as witnesses also

admitted that they have executed loan document and when this document has been shown in cross examination they admitted the execution of this documents. On other side there is no any evidence brought on record through the cross of disputant witness that no sanction limit was sanction to the opponent society, on contrary it is brought on record that there was talk of compromise between opponent no. 1 society and bank. The evidence of the opponent witnesses are the same.

8. The counsel of the opponent Shri. Deshmukh submitted that the disputant bank obtained signature of opponent on blank form and there is a difference of signature of opponent at Ex. 40 and 37. It is fact that the opponent come with defense that their signature obtained by the bank in cross routine course of bank and the document utilized by bank. The document Ex. 37 that is copy resolution and Ex. 40 Hamipatra signed by opponents appears same signature of chairman of opponent 1 society. The opponent counsel has not point out any particular signature of opponents and therefore there is no merit in submission. Considering the evidence on record mention above the disputant proved that loan limit of Rs. 7,00,000/- was sanction to the opponent 1 society.

9. As far as liability of opponent no. 2 to 14 is concerned, the contention of the disputant that opponent no. 2 to 14 are managing committee member of opponent society and they have stood as a individual guarantors toward the loan of opponent no. 1. the opponents denied that they are guarantors of loan of opponent no. 1 society. The opponents stated above who lead evidence depose in their affidavit that allegation of disputant is a false, they denied their liability. They specifically stated that they are willing to resolve the matter amicably.

10. The disputant bank in order to established the liability of

opponent no. 2 to 14 filed account statement at Ex. 25 including manual account statement and computerized supporting with 65 (B) certificate at Ex. 26. As stated above the opponent denied the account statement and claim amount mention therein. The account statement indicate that as on 31/03/2009 and amount Rs. 8,44,329/- shown as outstanding and computerized account statement maintain from 27/04/2013 indicate opening balance Rs. 9,13,955/- and thereafter in debit and credit entries maintain and as on 31/08/2024 and amount Rs. 26,60,566/- reflect as balance amount. This account statement shows that the opponent society only paid miner amount and therefore after adjustment of said amount the claim amount is appears as balance. The opponent counsel in written notes of argument submitted that disputant bank appointed administrator on 11/12/2025 over the opponent society and there was a control of administrator society but he has not taken step for recovery of loan from the defaulter members of the society. Further argue that there is no negligence on the part of opponent, the society regularly paying the loan installment. The disputant failed to proved any independent liabilities of opponents. On other side the counsel of the disputant point out the Hamipatra Ex. 40 and submitted that these opponent no. 2 to 14 signed this documents and accepted liability of repayment of loan.

11. In order to examine the correctness in the submission of respective counsel, the Hamipatra Ex. 40 required to examine in pursuance of pleading of the disputant. The document Ex. 40 Hamipatra indicate the names of opponent no. 2 to 11 and 14 and bear their signatures. The opponent no. 14 died and disputant claim the amount against the legal heirs. The Ex. 40 Hamipatra Does not bear signature of deceased opponent no. 12 and in the same way there is no signature of opponent no. 13 on the same Hamipatra. The wording of this document Hamipatra specifically indicate that they accepted the liability of repayment loan of opponent no. 1 as a managing committee member

of opponent no. 1 society and personally. The witnesses of the opponent except opponent no. 7 admitted in their cross examination that Ex. 35 to 40 executed by the opponent no. 1 society in favor of the disputant. The opponent no. 2 admitted in his cross that the society could not repaid the loan amount. The other witnesses of opponent except opponent no. 7 also admitted their signature on the Hamipatra. But the opponent no. 2, 4, and 11 admitted in their cross that managing committee members signed Hamipatra Ex. 40 it means the name of the opponent no. 7 also included therein with signature. Therefore it established from the evidence that the opponent no. 2 to 11 and 14 are the guarantors to the loan of opponent no. 1. The counsel of the disputant submitted that as per the condition no. 15 of loan renew sanction letter Ex. 36 it was binding on the bank to appoint the manager on the opponent 1 society. But the opponent counsel has not point out the reason of not abide the condition by the bank and its effect on the outstanding loan amount. Admittedly they are managing committee member of the opponent society and opponent no. 1 society availed the loan facility. It appears from the evidence that the opponent was ready to settled the matter as assured to the bank to repay loan in installment however, the bank has not accepted the proposal of the society. All these established that the opponent no. 1 obtained loan and for that 2 to 11 and 14 are the guarantors to the loan.

12. As far as claim rate of interest in concerned, the disputant claim 13.50 % p. a. interest. The opponent in their written statement denied the rate of interest. The disputant to proved the rate of interest filed document Ex. 36 sanction letter, Ex. 38 promissory note. From this document it indicate that the opponents agreed for 13.50 % p.a. interest. There is no any cross examination on this line therefore I have no reason to held that the opponent agreed to repay loan amount with 13.50 % p.a. interest. The disputant claim 2 % penal interest. As far as penal interest is concerned, the opponents default in repayment of loan amount and become defaulter and therefore the disputant can claim 2 % penal

interest. The document Ex. 36 loan sanction letter condition number 24 indicate that opponents agreed for 2 % penal interest as 2 % penal interest mention therein.

13.AS TO ISSUE NO.3: The opponent no.1 to 11, 13 and 14 raised the point in their written statement Ex. 29 that dispute is barred by limitation as the loan sanction in the year 2009 and the dispute is filed in 2024. As far as period of limitation for filing such nature of dispute is concerned, the section 92(1) (a) is applicable for recovery of loan amount and the period of limitation starts from date of death of member or cessation of membership and the period is six year provided under section 92(1) (b) of MCS Act. In the matter loan is disbursed in 2009 and dispute filed in 2024. As per the above clause of section 92 of MCS Act there is no any event occurred. The dispute can be filed at any time unless any one o the condition occurred. The period of limitation provided in the limitation Act is not applicable to the present dispute as there is a specific provision in the MCS Act mention above. Hence no merit in the contention of opponents and dispute is within the limitation.

Considering the above reason I came to the conclusion that disputant prove its case. Accordingly I proceed to passed the following order.

ORDER

1. The Dispute is hereby allowed against 1 to 11 and 14.
2. The opponent no. 1 to 11 and 14 shall jointly and severally pay amount Rs. 26,60,566/-(twenty six lac sixty thousand five hundred sixty six) with 13.50 % p.a. interest and 2% penal interest from 01/08/2024 till realization to the disputant
3. Parties bear their own cost.
4. Award be drawn accordingly.

Digitally signed by BHASKAR SHANKARRAO LAKHOTE
Date: 2026.08.20 16:40:24 +0530

Place : Nanded
Date : 20/08/2026

(B.S.Lakhote)
Judge
Co-Operative Court,Nanded

IN THE COURT OF JUDGE CO-OPERATIVE COURT, NANDED

(Before Shri. B.S.Lakhote,Judge)

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Ltd. Parbhani Branch Jintur.
Through authorized person
Babarao Asaram Garad ………….……**DISPUTANT**

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Through its Chairman.

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Tq. Dist. Parbhani ...…...…**OPPONENTS**

Dispute for Recovery of Amount Rs. : 26,60,566/-

WHERE AS, the dispute is filed U/S 91 as per the provision of Act 24 of 1961 in between disputant and opponent, and thus, it is necessary to decide the dispute for the reasons mentioned in the dispute,

AND WHERE AS, I, B.S.Lakhote, Judge, Co-operative Court, Nanded on issuing summonses to the above named parties and proper inquiry, and after recording the reasons, passed the award as follows:

-:A W A R D :-

1. The Dispute is hereby allowed against 1 to 11 and 14.
2. The opponent no. 1 to 11 and 14 shall jointly and severally pay amount Rs. 26,60,566/-(twenty six lac sixty thousand five hundred sixty six) with 13.50 % p.a. interest and 2% penal interest from 01/08/2024 till realization to the disputant
3. Parties bear their own cost.

Digitally signed by
BHASKAR SHANKARRAO
LAKHOTE
Date: 2026.08.20
16:40:58 +0530

Place : Nanded
Date : 20/08/2026

(B.S.Lakhote)
Judge
Co-Operative Court,Nanded