Order below Exhibit 15 in Special Civil Suit No.268-2018

Bank of India

Vs.

Vijay Rajaram Patil & Ors.

1. The present application is filed by defendant no.2 society i.e. Yashwantrao Mohite Krishna Sahakari Sakhar Kharkhana Ltd. Rethare Budruk as per Order 7 Rule 11(d) of C.P.C. for rejection of the plaint. As per contents of the application, the suit is filed by plaintiff bank against defendant no.2 as the alleged corporate guarantor upon alleged deed of guarantee given for the alleged loan amount advanced to the defendant no.1 by the plaintiff bank. However, no such loan amount disbursed to the defendant no.1. Therefore, no cause of action arose to the suit. As per further contents of the application, defendant no.2 is co-operative processing society registered under provisions of The Maharashtra Co-operative Societies Act, 1960 and rules made thereunder. The defendant no.2 functions as per its constitution/bye-laws wherein the objects of defendant no.2 have been mentioned. Accordingly, the main object of defendant no.2 is the manufacture of sugar and allied products from the sugarcane as a raw material available from the members/farmers who registered their sugarcane with the society in each crushing season of defendant no.2 society. The further contents of the

application are that, for the purpose of availability of fresh sugarcane from the fields of members/farmers, the defendant no.2 society has to prepare a scheme in each crushing season for the harvesting and transporting of the sugarcane as per the object laid down in the Bye-laws of the society. The original vernacular version of the text of the bye laws is as under:-

२(ख) कारखान्यास गळीतासाठी लागणा-या उसाच्या पुरवठयास विलंब लागू नये व उसाचे वजन व साखर उता-यातील संभाव्य घट टाळण्यासाठी सभासदांच्या उसाची लागवड, तोडणी व वाहतुकीची योजना आखणे.

2. It is further stated that from the above nature of the business affair of defendant no.2 society it becomes crystal clear that the subject matter of the plaintiff's suit arose out of alleged loan transaction taken place for the recovery of advance of loan alleged to be given to the defendant no.1 on account of harvesting and transportation of sugarcane and therefore the said is touching the business affairs of the defendant no.2 society. This being the position the suit filed by plaintiff against defendant no.2 society is barred by law i.e. for want of notice u/s 164 of Maharashtra Co-operative Societies Act, 1960. Even there is no averment in the plaint regarding delivery of said notice. Accordingly, it is prayed to reject the plaint.

3. The plaintiff bank objected the application by filing say at exhibit 23 on the ground that contents of the application are false. It is admitted that defendant no.2 is society registered under Maharashtra Co-

operative Societies Act. It is contended that defendant no.2 Society has given default guarantee in respect of loan amount advanced by plaintiff bank to the defendant no.1. Therefore, defendant no.2 society and defendant no.2A and 2B being the Chairman and Managing Director of the Society have been made party to the present suit. The suit is not filed in respect of daily routines affairs or bye-laws of the society. The suit is not filed in respect of subject matters falling within the ambit of section 91 or 101 of Maharashtra Co-operative Societies Act, 1960. It is further contended that defendant no.2 being guarantor of defendant no.1 in view of deed of guarantee executed by defendant no.2 to the plaintiff bank. The plaintiff bank issued notices to defendant no.2 on 14-12-2015, 6-5-2016 and 2-5-2017 in respect of demand of loan arrears of defendant no.1. It is further contended that even defendant no.2 answered those notices by reply notices on 28-9-16 and 6-5-2016. It is further contended that even on 29-8-2016 defendant no.2 society issued cheque of Union Bank of India branch Karad bearing no. 048158 of Rs. 10,30,890/- along with the list of 18 borrowers for the purpose of deposit of said amount to the respective loan account of said borrowers. Accordingly, the plaintiff bank deposited said amounts in loan accounts of respective borrowers. This itself goes to establish that there does not arise any question of touching the business of defendant no.2 society. The suit of the plaintiff bank is not concerned with the business of the society. The suit is concerned only with the recovery of the loan amount on the basis of guarantee given by defendant no.2 society and therefore there is no question of giving notice u/s 164 of Maharashtra Co-operative Societies Act. Accordingly, it is prayed to reject the application.

4. Perused the application and say. Perused the record. Despite grant of sufficient opportunity both side failed to argue on the application.

5. Following points arose for my determination. I record my findings thereon for the reasons to follow them:-

Sr. No.	Points for determination	Findings
1	Whether plaint is liable to be rejected as per provisions of Order 7 Rule 11(d)(a) of the C.P.C.	No.
2.	What Order?	Application is rejected.

Reasons as to point no.1 –

6. For better understanding and appreciation of application in hand it would be justifiable to reproduce relevant provision of Order 7 Rule 11(d) of C.P.C. and section 164 of Maharashtra Co-operative Societies Act along with settled legal position and underlying object of section 164 of Maharashtra Co-operative Societies Act. The Order 7 Rule 11(d) of the C.P.C. runs as follows:-

The plaint shall be rejected in following cases:-

(a) Where it does not disclose a cause of action,

(b)---

(c)--

(d) Where the suit appears from the statement in the plaint to be barred by any law.

(e)--

Section 164 of Maharashtra Co-operative Societies Act runs as follows:-

Section 164:- Notice necessary in suits- No suit shall be instituted against a society, or any of its officers, in respect of any act touching the business of the society, until the expiration of two months next after notice in writing has been delivered to the Registrar or left at his office, stating the cause of action, the name, description and place of residence of plaintiff and the relief which he claims, and the plaint shall contain a statement that such notice has been so delivered or left.

7. From the various judicial pronouncement of Hon'ble High Courts and Hon'ble Apex Court the settled legal position in respect of Order 7 Rule 11 of the C.P.C. which emerges out is that a plaint cannot be rejected in part. However, a whole of plaint can be rejected against some of the defendants. It is also settled legal position that plaint can be rejected at any stage of the suit. While deciding application for rejection of plaint, few lines or passages from the plaint should not be read in isolation and the pleadings ought to be read as a whole to ascertain true import. While deciding application for rejection of plaint only averments of plaint along with documents filed with the

plaint can be looked into. It would not be proper and justifiable to go through the written statement or documents produced by defendant or even the contents of the application of defendant while deciding the application for rejection of plaint.

8. From the various judicial pronouncement of Hon'ble High Courts and Hon'ble Apex Court the settled legal position in respect of Section 164 of Maharashtra Co-operative Societies Act which emerges out is that provision of section 164 of said Act is mandatory in nature. However, such mandatory requirement of pre-suit notice can be waived by party for whose benefit it is legislated and that waiver can either be express or implied. It has been also held that waiver of notice is to be made by Registrar of Co-operative Society and not by Society itself as law provides notice to Registrar and not to Society. The object of pre-suit notice under section 164 of the said Act is to serve public purpose, to save public money and time on unnecessary litigation involving bona-fide claims against society. The purpose of pre-suit notice is to afford opportunity to prospective defendant society to examine claim of prospective plaintiff and to settle the matter then and there if the claim is bonafide so as to save time and money of co-operative society in unnecessary litigation and thereby to serve public purpose of saving public money and time.

9. As already discussed above for the purpose of deciding the present application which is filed as per Order 7 Rule 11 of C.P.C. only the averments of the plaint with supporting documents filed by plaintiff

along with the plaint needs to be taken into account. The written statement, documents filed by defendant with his written statement and contentions raised by defendant in his application for rejection of plaint cannot be taken into account for the reason that the opening words of Order 7 Rule 11(d) of C.P.C. clearly provides that "Where the suit appears from the statement in the plaint to be barred by any law." So, when suit appears from the statements made in the plaint only to be barred by any law then there remains no question of consideration of written statement or documents filed by defendant or contentions raised by defendant in his application for rejection of plaint.

10. Considering all the above position now it would be proper to decide present application in hand. Admittedly defendant no.2 is co-operative society registered under Maharashtra Co-operative Societies Act and defendant no. 2A and 2B are its Chairman & Managing Directors respectively. As per averments of plaint, the defendant no. 2 Society was in need of Transport Contractors and the Contractors providing various agricultural workers for the work of actual Sugarcane cutting in the fields of various farmers and transport of such Sugarcane from such fields to the premises of defendant no.2 Society through the vehicles from various villages in the year 2014-2015. As per averments of plaint, one Krishna Shetkari and Shetmajur Sarva Seva Sangha, Rethare Budurk has been engaged by defendant no.2 society to do the work of providing such contractors to it. There are various such contractors members of the said Sangha. As per further averments of plaint, the defendant no.1 is

one of the members of said Krishna Shetkari and Shetmajur Serva Seva Sangh, Rethare Budruk, Tal. Karad, Dist. Satara. It is usual practice of said Sangha to give advance amount to such contractors to do the work for defendant no.2 Society and on behalf of said Sangha. Then defendant no.2 Society makes payment of said work of Transport to said Sangha and then said Sangha makes the payment to the said Contractors after deducting the advance amount paid by said Sangha to them i.e. contractors. As per further averments, said process is carried out every year between defendant no.2 Society, said Sangha and Contractors. It is further averment that there is contract to that effect between said Sangha and defendant no.2 society and accordingly, there was one such contract in the year 2014-2015. The defendant no.2 society was in need of funds in the year 2014-2015 for making expenses for such transport through such Contractors. Accordingly, defendant no.2 gave letter vide outward number to the plaintiff bank in this regard and requested plaintiff to make advance of Rs. 60 Crore for which a resolution was passed by Board of Directors of defendant no.2 society. Plaintiff sanctioned said loan of 60 Crore to defendant no.2 by sanction letter 9-7-2014. However, it was mentioned in the said letter that said loan amount will be actually disbursed in the loan accounts of various members of defendant no.2 society. Accordingly, a loan of Rs. 7 lacks was to be disbursed in each loan account of borrowers. After execution of various loan documents including one consolidated Bank Guarantee for total amount of Rs. 60 Crore by defendant no.2 society, the disbursement of loan amount of Rs. 7 lacks each in the loan accounts of various borrowers was to be made by the plaintiff bank. As per further averments of plaint, the first and primary liability of repayment of loan amount with interest was on the said individual borrowers and in case of default, the said liability was of the borrowers and default guarantor ie. defendant no.2 society. There was no privity of contract between said Sangha and plaintiff and there was no any contractual relation between them in respect of such loan transactions. It is further averted that defendant no.1 submitted loan application on 18-6-2014 to the plaintiff bank for sanction of loan amount of Rs. 7 lacks and submitted requisite documents. The defendant no.2 submitted separate guarantee deed dated 20-8-2014 of 60 Crore to the plaintiff bank. Accordingly, plaintiff sanctioned loan amount of Rs. 7 lacks to defendant no.1 vide sanction letter dated 30-9-2014. Defendant no.1 executed various documents for said loan in favour of plaintiff bank. After compliance of these documents the plaintiff bank disbursed loan amount of Rs. 7 lacks to defendant no.1 in the loan account of defendant no.1. It is further averted that as per procedure of plaintiff bank, the said amount of loan was transferred to the saving bank account of defendant no.1 and thereafter, the said amount was transferred from the saving account of defendant no.1 to the account of Krishna Shetkari Aani Shetmajoor Seva Sangha, Rethare Budurk which has been incorporated and registered under provisions of Maharashtra Co-operative Societies Act by showing as a withdrawal of said amount by the defendant no.1. Thus upon documentary request of defendant no.1 firstly, said loan amount was disbursed to the defendant no.1 and thereafter, it was transferred to the account of said Sangha as the withdrawal of the amount by defendant no.1 and depositing the same by defendant no.1 into the account of said Sangha. As per further averments, despite binding contract upon defendant no.1 to make repayment of loan with interest to the plaintiff bank, he did not make repayment of any amount in his loan account. Outstanding loan amount is Rs. 9,68,518. 75/- payable by defendant no.1 as borrower and defendant no.2 as guarantor jointly and severally to the plaintiff bank as on 15-5-2017. The plaintiff bank issued notice calling upon both defendant no.1 as borrower and defendant no.2 as corporate guarantor to make repayment of loan amount but they did not. Resultantly, plaintiff bank constrained to file present suit for recovery of outstanding loan amount with interest against defendant no.1 being borrower and defendant no.2 society being guarantor.

11. So, on going through the entire statements made in the plaint taken together, the dispute raised by the plaintiff bank is in respect of default of loan repayment advanced by it to the defendant no.1 to whom defendant no.2 society stood as default/corporate guarantor. The statements made in plaint with relation to defendant no.2 society are that it is in requirement of transport contractors and contractors providing various agricultural workers for the work of actual Sugarcane cutting in the fields of various farmers and transport of such Sugarcane from such fields to the premises of defendant no.2 Society through the vehicles from various villages in the year 2014-

2015. For this purpose there is contract between defendant no 2 society and one Krishna Shetkari and Shetmajur Sarva Seva sangha, Rethare Budurk which has been engaged by defendant no.2 to do the work of providing such contractors to it. So, from these averments it transpires that there is contract between defendant no.2 society and one Krishna Shetkari and Shetmajur Sarva Seva sangha, Rethare Budurk for providing various transport contractors and contractors providing agricultural workers for the purpose of cutting the sugarcane from the field of various farmers and then to transport the same to the sugar factory of defendant no.2 society. So, from this it transpires privity of contract between defendant no.2 society and said Krishna Shetkari and Shetmajur Sarva Seva Sangha for providing contractors to defendant no.2 society. From further averments of plaint it transpires that defendant no.1 is one of many contractors members of said Krishna Shetkari and Shetmajur Sangha. The usual practice averted in plaint is that said Sangha use to give advance amount to its individual members/contractors for doing the work for defendant no.2 society and on behalf of Sangha. Then defendant no.2 society makes payment to the said Sangha in respect of work done by individual contractors for it. After this said Sangha use to pay the amount received by it from defendant no.2 society to the individual member/contractors in respect of their work after deducting payment already advanced by it to their individual members/contractors. So from these statements made in the plaint regarding actual process of engagement of contractors by defendant no.2 society till the payment process to the individual contractors it reveals that the plaintiff bank does not come into picture in this entire process. So, in this process also plaintiff bank does not come into picture. However, the further averments of plaintiff bank are that the defendant no.2 society was in need of funds in the year 2014-2015 for making expenses for such transport through such contractors. Accordingly, it requested plaintiff bank to make advance amount of Rs.60 crore which was supported by resolution of its Board of Directors. The plaintiff bank sanctioned said loan of Rs.60 Crore to defendant no.2 by sanction letter dated 9-7-2014. However, it was agreed to actually disburse said loan amount in the loan account of various members of defendant no.2 subject to compliance of necessary documents by said members and defendant no.2. It was agreed that a loan amount of Rs.7 lacks was to be disbursed in each loan account of borrowers subject to execution of various documents by said borrowers and execution of one consolidated bank guarantee for total amount of Rs.60 Crore by the defendant no.2 society. From these statements in the plaint it reveals that the individual loan amount of Rs. 7 lacks was actually disbursed to the individual borrowers and for total amount of borrowing, the defendant no.2 society executed consolidated bank guarantee of Rs. 60 Crore in faour of plaintiff bank. The further averments of plaint makes it clear that the first and primary liability of loan repayment along with interest was that of individual borrowers and in case of default by them the liability was that of defendant no.2 society being default guarantor. So, from these statements made in the plaint it reveals that the plaintiff bank sued defendant no.2 as and in capacity of guarantor of each individual borrower i.e. defendant no.1 to whom the individual loan amount was actually disbursed by it on the basis of consolidated corporate guarantee deed executed by defendant no.2 society in favour of plaintiff bank. It has been specifically averted in the plaint that there was no privity of contract between plaintiff and said Krushna Shetkar ani Shetmajur Sarva Seva Sangha. The further averments of plaint are with regard to submission of loan application by defendant no.1 to the plaintiff bank for loan of Rs.7 lacks. Then there are averments of submission of necessary loan documents by defendant no.1 and default guarantee deed dated 20-8-2014 by defendant no.2 society. In the background of these documents and compliances the plaintiff bank sanctioned loan amount of Rs. 7 lacks to defendant no.1 on 30-9-2014. The further averments are with regard to actual disbursement of loan amount by plaintiff bank to defendant no.1 in his loan account. Further averments are with respect to usual practice followed by plaintiff bank in which said loan amount was transferred to the savings account of defendant no.1 and then from saving account of defendant no.1 it was transferred to the account of Krishna Shetkari Aani Shetmajoor Seva Sangha, Rethare Budruk which is incorporated and registered under Maharashtra Co-operative Societies Act by showing withdrawal of the said amount by defendant no.1 and deposit of said amount by defendant no.1 into the account of said Krushna Shetkari Sangha. Then there are averments regarding default and issuance of demand notices by plaintiff bank to defendant no. 1 and 2 and failure by defendant no.1 and 2 despite receipt of said notices.

12. The documents file by plaintiff bank along with the plaint being part of the plaint also needs to be considered here. These documents considered in totality goes to show that firstly there is request letter issued by defendant no.2 society to the plaintiff bank to provide loan amount of Rs.60 crore to the Krushna Shetkari Aani Shetmajoor Sarva Seva Sangha, Rethare Budruk for making financial arrangement by them in respect of establishing their system of Sugarcane cutting and transportation of Sugarcane to the defendant no.2 society with guarantee of defendant no.2 society to give work to the contractors of said krushna Shetkari Shetmajoor Sangha and thereby further guarantee of recovery of loan amount. The said letter further runs with request to grant loan amount of Rs. 60 Crore to system of contractors who cuts and transport sugarcane for defendant no.2 society as individual loan applications. Then there is loan application for Rs. 7 lacks submitted by defendant no.1. Then there is loan sanction letter issued by plaintiff bank to the defendant no.1. Then there is sanction letter issued by plaintiff bank to the defendant no.2 society in respect of sanction of credit facility for transport contractors to be engaged by defendant no.2 society for harvesting and transport of sugarcane for crushing season 2014-2015. Documents like loan agreement, demand promissory note, letter of authority and letter of consent executed by defendant no.1 in favour of plaintiff bank. Then there is deed of guarantee executed

by defendant no.2 society in favour of plaintiff bank along with list of borrowers. Then there are demand letters issued by plaintiff bank to defendant no.1 and 2 for making repayment of loan. Reply notices sent by defendant no.2 to the plaintiff bank and finally certified copy of loan account extract of defendant no.1.

13. Now, section 164 of Maharashtra Co-operative Societies Act provide for pre-suit notice of 2 months to be delivered to or left at the office of Registrar before filing any suit against society or its officer in respect of any act touching the business of society. The important part of this provision is that if the proposed suit is in respect of any act touching business of society then pre-suit notice u/s 164 is mandatory. For application of provision of section 164 of said Act it is important that the proposed suit is in respect of any act touching the business of society. This provision is with regard to public policy and serves public interest and thereby afford protection to co-operative society from facing litigation of a kind touching its business without giving it opportunity to examine and settle bona-fide claims if any, and thereby saving public time and money in time consuming and expensive court litigation. In case in hand, from the averments of plaint along with documents produced by plaintiff with plaint the main business of defendant no.2 society appears to be that of manufacture of sugar and other allied products from the sugarcane. For sake of convenience to better understand business of society if one goes through the contents of present application, it emerges therefrom that the main object of defendant no.2 society is

to manufacture of sugar and allied products from sugarcane as raw material. In case in hand, from the statements made in plaint if considered in totality it emerges out that defendant no.2 society stood as corporate/default guarantor in respect of money advanced by plaintiff bank to the various individual contractors/members including defendant no.1 for the purpose of making provision for cutting the sugarcane from fields of various members of defendant no.2 society and then to transportation of sugarcane to factory of defendant no.2 society and for the same defendant no.2 society executed deed of guarantee for consolidated amount of Rs. 60 Crore in favour of plaintiff bank. Now, from averments of plaint, it appears that the dispute arose due to failure on the part of defendant no.1 to repay loan amount with interest being principle borrower and defendant no.2 being guarantor of the said loan amount. Before going with further discussion with regard to section 164 of Maharashtra Co-operative Societies Act it would be justifiable to concentrate and give stress on the wording " any act touching the business of society" used in said section. There is great difference when we say any act touching business of society and any act affecting business of society in relation to said section 164 of Maharashtra Co-operative Societies Act. In my considered view, though every act touching the business of society might in one or other way either directly or indirectly affect the business of society but for the purpose of section 164 of Maharashtra Co-operative Societies Act, each and every act affecting in some or other way the business of society cannot be construed as the "act" touching the business of society as contemplated by said section 164 of the Act. Had the intention of legislature was to encompass each and every act affecting business of society in one or other manner within the purview of section 164 of the said Act as an “act touching business of society” then the legislature would have used the word “affecting” instead of word “touching” in section 164 of said Act. So, for the purpose of construction of word “touching” used in section 164 of Maharashtra Co-operative Societies Act the parameter as to whether any act affects the business of society is always not helpful because there may be certain acts which may not be touching the business of society but due to those acts business of society might get affected. If section 164 is interpreted in this fashion so as to encompass each and every act affecting business of society in one or other way within the meaning of word “act touching business of society” then each and every suit of whatever nature and for whatever relief against society would require pre-suit notice as per section 164 of Maharashtra Co-operative Societies Act and thereby leaving no scope for any interpretation of section 164 of Maharashtra Co-operative Societies Act. So, in my considered view, the interpretation of the words “any act touching the business of society” used in section 164 of the said Act is that if the proposed suit is in respect of any act or action which act or action touches to the business of society (affecting to the business of society may not always be the criteria to decide whether any act touches business of society or not.) then provisions of section 164 would get attracted requiring pre-suit notice. Now, when we say that each and every act affecting business of society in one or other manner would not always be the act touching the business of society as contemplated by section 164 of Maharashtra Co-operative Societies Act then it would be necessary to discover as to exactly which types or nature of acts are contemplated by section 164 of the said Act. Now, the position gets clear that only those acts having proximity to the actual business of the society and if the suit is result of performance or non-performance of those acts then provisions of section 164 of Maharashtra Co-operative Societies Act would get attracted to that suit making pre-suit notice to the Registrar of the society mandatory unless express or implied waiver of notice is established.

14. In case in hand, the advancement of loan by plaintiff bank to defendant no.1 as contractor for enabling him to perform his work of contractor for cutting sugarcane from various fields and transporting the same to the defendant no 2 society and for said advancement of loan giving corporate/default guarantee by the defendant no.2 society cannot be termed as the act touching the business of society. In other words, the act of plaintiff bank of advancement of loan to defendant no.1 for said purpose cannot be said to be the act touching or having proximity to the business of society (manufacturing of sugar and other allied products from sugar.) Similarly, act of giving default or corporate guarantee by defendant no.2 society to the plaintiff bank cannot be also said to be the act touching the business of defendant no.2 society. Apart from this, in case in hand, from the statements made in the plaint together with documents produced

along with the plaint especially deed of guarantee it emerges out that the defendant no.2 society stood as guarantor to the loan provided to defendant no.1. So, basically a question arise here that if the suit is instituted for recovery of loan on the basis of execution of various documents including deed of guarantee by defendant no.2 in favour of plaintiff bank then whether providing guarantee to the loan to be advanced to the defendant no.1 is the business of society? Certainly from the consideration of entire averments of the plaint it appears that the only business of defendant no.2 society is manufacturing of sugar and other allied products from sugarcane. Even for this purpose if we look into contents of present application then also it becomes clear that defendant no.2 society averted its business as that of manufacturing of sugar and other allied products from the sugarcane. Therefore, it becomes clear that nowhere it is the business of defendant no.2 society to act as guarantors to the defendant no.1 or like contractors in respect of loan to be advanced to him or them by any bank. If providing guarantee or corporate guarantee is not the business of society then there does not arise any question of act touching the business of society as contemplated by section 164 of Maharashtra Co-operative Societies Act. In said scenario it can be said that act of enforcement of corporate guarantee given by defendant no.2 society to the plaintiff bank is not the act touching the business of defendant no.2 society because society is not having business of providing corporate guarantee. Importantly, providing or giving guarantee cannot be the object or business of any society. Apart from this defendant no.2 society has not produced copy of its bye-laws on record to show its object or business. Therefore, on this sole ground also the present application is not tenable. Even for sake of convenience if we consider the object portion or by-laws portion of defendant no.2 society which is reproduced in the present application then also the said object mentioned in the by-laws of defendant no.2 society in respect of framing scheme for cutting and transportation of sugarcane from the fields of various members of the society for avoiding delay in supply of sugarcane to the society cannot be so stretched so as to include in it the object of providing guarantee by the defendant no.2 society to the loan amount to be advanced to various contractors by the bank. Even if such interpretation of object clause of the society is so stretched to include the object of providing guarantee by the defendant no.2 society then legality of the said object would again be the part of different consideration. Apart from this, as far as contention of defendant No.2 about non accrual of cause of action for filing present suit is concerned, it is to be noted that, from the entire averments of the plaint, it reveals that, plaintiff bank has averted facts regarding sanction and disbursement of loan to the defendant No.1 and providing default guarantee for the same by defendant No.2 along with supported documents and default in repayment of the same by defendant No.1 and 2. Therefore, it cannot be held that, the plaint does not disclose cause of action. In view of all this discussion, I have come to the conclusion that from the statements made in the plaint (including documents filed with the plaint) the suit does not appear to be barred by provisions of section 164 of Maharashtra Co-operative Societies Act. Similarly, it cannot be held that, plaint does not disclose any cause of action. Resultantly, I record my finding to the point no.1 in negative and as answer to the point no.2 I pass the following order:-

Order

1. The application is rejected.
2. Defendant no. 2 to bear cost of present application.

Date:- 18-12-2021

Place:- Karad.

(A. P. Kulkarni)

4th Jt. Civil Judge Senior Division

Karad.