

Exh.1/C

**BEFORE THE HON'BLE CHIEF JUDICAL MAGISTRATE
KOLHAPUR, AT KOLHAPUR**

Misc. Application No. 1170 of 2026

SHRIRAM FINANCE LIMITED

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APPLICANT

order
Keep for order

(Formerly known as Shriram
City Union Finance Ltd.)

Regd. Office –

123, Angappa Naicken Street,
Chennai – 600 001.

Admin Office -

Plot No. 48, 4th Floor, Office No. 9 & 10,
Neco Chambers, Sector-11, C.B.D. Belapur,
Navi Mumbai- 400 614.

Branch –

"C.T.S. No.1414,1-5, C OM Estate, Laxmipuri, Kolhapur.

By & through its Authorized Officer –

Mr. Bhagavat Sadhu Devkate,

Age : 38, Occu. : Service

- VERSUS -

1. SHRI.DATTATRAY BAPU NAREKAR, -

RESPONDENTS

Age : 44 years, Occu.: Business,
Add.: Hotel Shriparth, Kolvan (416 223),
Tal.: Bhudargad, Dist.: Kolhapur .

Also at –

Add.: H.No. 461, Gurav Galli, Kolvan,
Tal.: Bhudargad, Dist.: Kolhapur (416 223).

2. MRS. DIKSHA DATTATRAY NAREKAR,

Age : 35 years, Occu.: Housewife,

Add.: H.No. 461, Gurav Galli, Kolvan,

Tal.: Bhudargad, Dist.: Kolhapur (416 223).

3. MR. VIJAY SAKHARAM PATIL,

Age : 26 years, Occu.: Business,

Add.: 38, Fulewadi Ring Road,

Dyna Castle, Datta Colony,

Fulewadi, Kolhapur – 416 010.

Also at -

Shree Samarth Honda Service,

Chavarekar Vasahat, A-Ward,

Sane Guruji Vasahat, Kolhapur (416 011)

Sub. :- Application Under Section 14 of Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 for assistance in taking possession of the secured asset.

MAY IT PLEASE YOUR HONOUR :

1. SHRIRAM FINANCE LIMITED, (Formerly Shriram City Union Finance Ltd.) a Non-Banking Financial Company, which is duly registered under the Reserve Bank of India Act, and having its Regd.Office at – 123, Angappa Naicken Street, Chennai – 600 001, & Corp.Office- Plot No. 48, 4th Floor, Office No. 9 & 10, Neco Chambers, Sector-11, C.B.D. Belapur, Navi Mumbai – 400614, and

Branch office at - C.T.S.No.1414, 1-5, C OM Estate, Laxmipuri, Kolhapur, hereinafter referred to as the Applicant”.

2. The Respondent/s availed a Enterprises Finance Loan (Business) amounting to Rs. 42,00,000/- (Rupees Fourty-Two Lakhs Only) and amount Repayable of Rs. 78,98,525/- (Rupees Seventy-Eight Lakhs Ninety-Eight Thousands Five hUndred Twenty-Five Only) vide Enterprises Finance Loan Agreement No. CDGADTF2307 270006 on 29/07/2023 from this Applicant and created a security interest in favor of the Applicant in respect of the property situated at – “Immovable Property i.e. All that piece and parcel of Land admeasuring 500 Sq.Mtrs., along with construction thereon out of Gat No. 473, bearing Milkat No. 495A & Milkat No. 495B, situated at village - Kolvan, Taluka – Bhudargad, Dist.: Kolhapur, within the local limit of Kolvan Grampanchayat and the said adjacent of three plot are bounded as under - On the East – Property of Shri. Tukaram Appa Sandgude, On the West – Property of Shri. Bapu Ganpati Ravan, On the South– Min-Kolvan Road, On the North – Property of Shri. Narayan Desai”.

3. The Applicant state that in order to secure the said loan together with all its related dues, the Respondent/s created mortgage in favour of the Applicant by way of equitable mortgage for due repayment of the said loan in respect of the following secured asset : “Immovable Property i.e. All that piece and parcel of Land admeasuring 500 Sq.Mtrs., along with construction thereon out of Gat No. 473, bearing Milkat No. 495A & Milkat No. 495B, situated at village - Kolvan, Taluka – Bhudargad, Dist.: Kolhapur, within the local limit of Kolvan Grampanchayat and the said adjacent of three plot are bounded as under - On the East – Property of Shri. Tukaram Appa Sandgude, On the West – Property of Shri. Bapu Ganpati Ravan, On the South– Min-Kolvan Road, On the North – Property of Shri. Narayan Desai” and inter alia deposited the documents as mentioned in the list of documents herein below.

4. The said Respondent/s committed default in repayment of the financial assistance granted to them and the housing loan account is in default and total loan outstanding is **Rs. 60,47,893/- (Rupees Sixty Lakhs Fourty-Seven Thousands Eight Hundred Ninty-Three Only)** as on **19/11/2025** together with further interest. on the outstanding amount mentioned above, except Additional Interest and Incidental Charges, costs, charges, expenses etc. incurred / that may be incurred from **19/11/2025** till payment and/or realization. Consequent to the said default in repayment of the housing loan, the account of the Respondents has been classified as **Non Performing Asset (NPA) on 02/02/2025** as per the guidelines of Reserve Bank of India.

5. A statutory **Demand Notice dated 19/11/2025** & as required under the provisions of Section 13 (2) of the said Act demanding the payment of the defaulted financial assistance has been sent by registered post acknowledgment due (R.P.A.D). However, the Respondent/s failed to comply with the said Demand Notice even after the expiry of statutory 60 days notice period. **As well as the borrower/respondent have not given any reply on the said notice under section 13 (2) of the said Act**

6. The Applicant submits that the Respondent/s did not repay their dues in full in terms of the said Demand Notice and the Applicant was constrained to take possession of the said secured asset.

7. The Applicant submits that the said secured asset is a secured asset within the meaning of the said Act and the Applicant are entitled to take possession of the same. **The original title/Mortgage documents are in custody of present applicant and all the said original documents are verified by present authorized officer of applicant.**

8. In the above circumstances, it is clear that the Respondent/s/their agents would not handover peaceful possession of the said secured asset to the Applicant and the whole purpose of recovery of the dues of this Applicant will be defeated if

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the Authorized Officer of this Applicant does not get possession of the secured asset. Hence, this application under section 14 of the said Act is filed for possession of the said secured asset which is situated within your Honour's jurisdiction. An affidavit in support of this application is filed herewith.

9. The use and nature of said land is **Residential / Non-agricultural** in nature, The outstanding loan amount of Respondent is **Rs. 60,47,893/-**.

10. The mortgaged property is not violating section 31 of the said Act,, there is no any Court case filed by this Applicant, which is pending or / status quo or / stay order granted in Court against the mortgage property. As well as no any notice of any court has been received to present applicant regarding the any kind of case filled by Respondent.

11. This Hon'ble Court have jurisdiction to try this matter. The said application is within limitation and required court fee has been paid,

12. **In view of the facts and circumstances set out herein it is humbly prayed as follows:**

(a) This Hon'ble Court may be pleased to direct one of the officers to take the possession of the Secured Asset being - "**Immovable Property i.e. All that piece and parcel of Land admeasuring 500 Sq.Mtrs., along with construction thereon out of Gat No. 473, bearing Milkat No. 495A & Milkat No. 495B, situated at village - Kolvan, Taluka - Bhudargad, Dist.: Kolhapur, within the local limit of Kolvan Grampanchayat and the said adjacent of three plot are bounded as under - On the East - Property of Shri. Tukaram Appa Sandgude, On the West - Property of Shri. Babu Ganpati Ravan, On the South- Min-Kolvan Road, On the North - Property of Shri. Narayan Desai**" by using such force as may be necessary and from whomsoever in the possession and by breaking open the locks, if the situation so demands, and to handover the same to the Authorized officer of the Applicant.

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(c) Any other just and equitable orders may kindly be passed in the interest of justice.

PLACE: Kolhapur
DATE: 16/06/20



VERIFICATION CERTIFICATE

R/o. Jungli

HEREIN, I, Mr. Bhagavat Sadhu Devkate Age-38 Occu-Service, the Authorized Officer of the Applicant above named do hereby verify that the contents of the Para 1 to 8 herein above are true and correct to the best of my knowledge and belief and I have not suppressed any material facts.

PLACE: Kolhapur
DATE: 16/06/20



(Adv. For Applicant)

Adv. Rohit Rajhinde