

Sayali

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

WRIT PETITION NO. 1421 OF 2020

Nirmal Purshottam Bhatia

Aged 50 years, Resident at
Flat No.201, 202, Devi Ma Apartment,
Prem Nagar Tekdi, Gandhi Road,
Ulhasnagar -421005

... **Petitioner**

V/s.

**SAYALI
DEEPAK
UPASANI**

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SAYALI DEEPAK
UPASANI
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- 1. The Assistant Registrar Cooperative Societies, Ulhasnagar Taluka,**
Having office at 2nd Floor,
Sai Vihar Building, Above Gurudev
Hotel, Shivaji Path, Kalyan, Dist. Thane.
- 2. The Konark Urban Cooperative Bank Ltd.,** Konark Plaza, Ground Floor,
Near Sapna Theatre,
Ulhasnagar - 421 003
- 3. The Recovery Officer**
(Shri Bharat Gerela) The Konark Urban
Cooperative Bank Ltd., Konark Plaza,
Ground Floor, Near Sapna Theatre,
Ulhasnagar - 421 003
- 4. M/s. Sunny Textiles** through by
Proprietor Shri. Sunny Bhagwandas
Malkani (As Borrower)
Having address as Barrack No.723/6,
Hospital Area, Near Pappu Society,
Ulhasnagar – 421003 District: Thane
- 5. Satish Gopichand Harchwani**
R/at Devi Villa, Block No.794/1587,

Near Netaji High School, Ulhasnagar -5,
District: Thane

6. Mahesh Gopichand Harchwani

R/at Devi Villa, Block No.794/1587,
Near Netaji High School,
Ulhasnagar -5, District: Thane

7. The State of Maharashtra

... Respondents

WITH
WRIT PETITION NO.14072 OF 2022
WITH
WRIT PETITION NO.4680 OF 2023
WITH
WRIT PETITION NO.4574 OF 2023
WITH
WRIT PETITION NO.14028 OF 2022
WITH
WRIT PETITION NO.14030 OF 2022
WITH
WRIT PETITION NO.13005 OF 2022
WITH
WRIT PETITION NO.15331 OF 2022

Nirmal Purshottam Bhatia

... Petitioner

V/s.

The Assistant Registrar, Cooperative
Societies, Ulhasnagar Taluka & Others

... Respondents

WITH
WRIT PETITION ST NO.2736 OF 2020

Sunny Bhagwandas Malkani

... Petitioner

V/s.

The Assistant Registrar, Cooperative
Societies, Ulhasnagar Taluka & Others

... Respondents

Mr. Surel Shah with Mr. Prajit Sahane, Mr. Swapnil Sangle, & Mr. Tanmay More i/b Mr. Chaitanya Nikte, for the petitioner.

Mr. Neha Bhide, GP with Y. D. Patil, AGP for State-Respondent.

Mr. Dhruvad Patil with Mr. Mustafa Shabbir Shamin, Mr. Shivraj Patne, Mr. Aditya Joshi, Ms. Nafisa Shamin, & Mr. Prasanna Pawar i/b Shamim and Co., for Respondent no. 2 in Writ Petition Nos.1421/2020, 4574/2023, 15331/2022, 14030/2022, 13005/2022, 14028/2022 & 14072/2022.

Ms. Minal Chandnani with Mr. Rajesh Ranglani, for Petitioner in WP (st) No.2736 of 2020, and for Respondent No. 4 in WP/1421/2020.

Mr. Rajendra Pai, Senior Advocate with Mr. Akshay Pai, & Mr. Monish Bhatia, for Respondent nos. 5 and 6.

CORAM : **AMIT BORKAR, J.**

RESERVED ON : **APRIL 18, 2026**

PRONOUNCED ON : **APRIL 28, 2026**

JUDGMENT:

1. Since an identical question of law arises for determination in all these writ petitions, and the factual background in the matters is substantially common, all the petitions are being decided by this common judgment and order, so as to avoid repetition of facts, duplication of discussion, and possibility of conflicting conclusions.

2. By the present petitions filed under Articles 226 and 227 of the Constitution of India, the petitioners have questioned the legality, validity, and correctness of the judgment and order dated 18th November 2019 passed by the Assistant Registrar, Co-operative Societies, whereby recovery proceedings came to be

allowed, and consequential recovery certificate was issued.

3. The facts giving rise to the present petitions, in brief, are that the petitioners have approached this Court seeking quashing and setting aside of the impugned order dated 18 November 2019 passed by respondent No. 1, namely the Assistant Registrar, Co-operative Societies, together with the recovery certificate of even date issued for recovery of an alleged amount of Rs.1,70,53,041.38 from M/s Sunny Textiles. According to the petitioners, one of them has been wrongly and falsely shown as guarantor in the said proceedings, though no lawful basis existed for fastening such liability. It is, therefore, contended that the impugned action is ex facie illegal, arbitrary, perverse, and wholly misconceived. The petitioners state that in the month of March 2017, Mr. Satish Harchwani approached one of the petitioners and handed over a communication dated 9 March 2017 issued by respondent No. 2 Bank, whereby the petitioner was called upon to create an equitable mortgage over certain properties, the title deeds whereof were stated to have been deposited under a memorandum dated 5 March 2015 with the Bank. In the said communication, respondent No. 2 Bank referred to a document described as an “Undertaking to Extend Equitable Mortgage on Properties for Additional Limits” allegedly executed on 23 March 2015 by the petitioner. The petitioner asserts that no such undertaking was ever executed and, therefore, the contents thereof came as a complete surprise. Upon perusal of the said document, the petitioner found that charge over his property alone was allegedly extended to as many as sixteen accounts, without consent, authority, or knowledge of the

petitioner. It is further alleged that even in respect of accounts for which limited consent was stated to have been given, the figures mentioned were inconsistent with the actual amounts. The petitioner claims that he was only an additional guarantor in limited matters, whereas Mr. Mahesh Harchwani and Mr. Satish Harchwani were the principal guarantors who had mortgaged their own properties with respondent No. 2 Bank. However, the letter dated 9 March 2017 made no reference whatsoever to the properties of the said principal guarantors. On enquiry, no satisfactory explanation was furnished by the Bank.

4. Thereafter, respondent No.2 Bank instituted proceedings under Section 101 of the Maharashtra Co-operative Societies Act, 1960, being Application No.60 of 2017, in relation to Sunny Textiles. In the said proceedings, the petitioner was impleaded as respondent No. 4 along with three others, namely Sunny Textiles as respondent No. 1, Satish Harchwani as respondent No. 2, and Mahesh Harchwani as respondent No. 3, for recovery of an alleged sum of Rs.1,70,27,441.38 before the Assistant Registrar, Co-operative Societies, Ulhasnagar at Kalyan. According to the petitioners, several documents were annexed by the Bank with the said application, which on the face of record appeared to be forged, fabricated, and manipulated. The petitioner, along with Satish Harchwani and Mahesh Harchwani, filed replies denying the allegations and disputing liability. The alleged borrower, namely Mr. Sunny Malkani, proprietor of Sunny Textiles, did not appear in the said proceedings. It is further brought on record that apart from Application No. 60 of 2017 concerning Sunny Textiles,

respondent No. 2 Bank had also filed seven other applications under Section 101 against seven separate entities. Out of those entities, six were completely unknown to the petitioner, yet the petitioner was also joined as respondent in those proceedings alleging liability. According to the petitioner, a common pattern was thus adopted whereby liability was sought to be imposed in multiple matters without any lawful connection. Upon hearing the parties, the Assistant Registrar, by a detailed order dated 2 January 2018, dismissed the application filed by respondent No. 2 Bank.

5. Respondent No. 1, namely the Assistant Registrar, by the said detailed order, also dismissed seven other connected matters filed by respondent No. 2 Bank. It is the case of the petitioners that during the course of those proceedings they realised that the Bank was attempting to unlawfully deprive them of their property by creating false and fabricated documents. Consequently, the petitioner lodged a First Information Report dated 09th February 2018 against Mr. Ramesh Makhija, Chief Executive Officer of respondent No. 2 Bank, and others at Madhyavarti Police Station, which came to be registered as FIR No. I-35 of 2018 for offences punishable under Sections 420, 465, 467, 468, 471 and 34 of the Indian Penal Code. It is stated that the investigation in the said crime has thereafter been transferred to the Economic Offences Wing, Thane.

6. Being aggrieved by the order dated 2 January 2018, respondent No. 2 Bank preferred Revision Application No. 34 of 2018 before the Divisional Joint Registrar, Co-operative Societies, Konkan Division, Navi Mumbai, on 23 February 2018. The

petitioner filed reply and opposed the revision application. However, by order dated 16 January 2019, the revisional authority allowed the revision application and remanded the matter to the Assistant Registrar, Co-operative Societies, Ulhasnagar, for fresh consideration. Thereafter, respondent No. 1 proceeded to allow the application of respondent No. 2 Bank under Section 101 of the said Act by the impugned order dated 18 November 2019 and issued recovery certificate of the same date for recovery of Rs.1,70,53,041.38. The petitioners contend that thereafter it became clear that respondent No. 2 Bank had created fictitious entities, falsely shown borrowers as proprietors of such entities on the basis of fabricated documents, and had also forged the alleged undertaking dated 23 March 2015 attributed to the petitioner, solely with a view to proceed against the petitioner's properties of which title documents were in possession of the Bank. It is further contended that no actual loan amount was ever disbursed to any genuine entity, and the bank statements annexed by the Bank itself indicate that amounts were merely transferred from one internal account to another. On that basis, it is alleged that the transactions were internal paper entries, and outsiders were sought to be made scapegoats to conceal internal irregularities and to seize the petitioner's properties.

7. Being aggrieved by the aforesaid developments and the recovery action taken pursuant thereto, the petitioner and other borrowers instituted Co-operative Dispute No. 55 of 2020 under Section 91 of the Maharashtra Co-operative Societies Act before the learned Co-operative Court at Thane, seeking diverse

declaratory and consequential reliefs. It is on these grounds that the petitioners contend that the impugned order and recovery certificate are unsustainable in law and liable to be quashed and set aside. Hence, the present writ petitions.

8. Mr. Surel Shah, learned Senior Advocate appearing for the petitioners in the connected writ petitions, submitted that all the petitioners stand arrayed only as alleged guarantors in respect of eight purported Working Capital Overdraft Facilities sanctioned by the respondent Bank. According to him, the very foundation of the Bank's claim is vitiated, inasmuch as the signatures appearing on the loan application forms as well as on the alleged undertaking dated 23 March 2015 are forged and fabricated. It was urged that the petitioners had no knowledge whatsoever regarding the said eight facilities and came to know of the same only when, by communication dated 9 March 2017, the Bank called upon them to complete mortgage formalities. Immediately thereafter, complaints were lodged before the Reserve Bank of India, with copies forwarded to the respondent Bank.

9. Learned Senior counsel further submitted that in reply to the said complaint, the Bank itself stated that there existed sixteen WCOD accounts, out of which eight had allegedly been closed after sale of guarantors' properties, while eight remained operative. Thereafter, proceedings under Section 101 of the Maharashtra Co-operative Societies Act were initiated by the Bank. The same were strongly contested by both the borrowers and the present petitioners. The principal defence raised was that all eight accounts were fictitious, unsupported by genuine transactions, and

based on forged signatures. It was pointed out that the Deputy Registrar, who initially considered the application under Section 101, dismissed the Bank's claim on the ground that there were discrepancies in signatures and that complete and proper documentation had not been produced.

10. It was then submitted that the matter came to be remanded in revision at the instance of the Bank on the ground of alleged denial of opportunity and breach of procedural requirements. Upon remand, detailed replies were again filed by the petitioners and borrowers raising specific objections regarding discrepancies in accounts, dates, signatures, and supporting records. However, according to learned counsel, the Deputy Registrar thereafter issued the impugned recovery certificate in a wholly mechanical manner, without adhering to the scope of remand and without examining the substantial defences raised. A revision under Section 154 was thereafter preferred, but the same was dismissed on the ground of non-compliance with sub-section (2A) thereof.

11. Learned Senior counsel submitted that parallel criminal proceedings also came to be initiated, wherein an FIR was registered in relation to forged accounts and fabricated documents, and charge-sheet has now been filed. Reliance was placed upon the statement of one Mr. Madhukar Awad, Deputy General Manager of the respondent Bank, who is stated to have categorically admitted that none of the borrowers had come before him for execution of documents. It was further submitted that the petitioners and borrowers also instituted a dispute under Section 91 before the Co-operative Court challenging the very transaction

of grant of overdraft facilities. In the said proceedings, the Bank filed an application under Order VII Rule 11 of the Code of Civil Procedure, which resulted in rejection of the plaint, against which an appeal has been preferred.

12. It was next contended that when the petitioners approached this Court challenging the recovery certificate, interim protection against recovery was granted in one of the petitions. During the course of hearing, it was pointed out that the bank account statements produced by the respondent Bank did not correspond with the accounts in which amounts were allegedly transferred. It was urged that only thereafter, by way of reply and additional affidavit, the Bank sought to introduce fresh statements and explanatory charts in an attempt to correlate the transactions. Learned counsel submitted that the Bank has consistently changed its stand. Before the Reserve Bank of India, it was stated that eight accounts were closed by sale of properties belonging to Satish and Mahesh Harchwani to the extent of Rs.12.80 crores. However, before this Court, the Bank remained silent on that explanation and later adopted an altogether different case that eight accounts were adjusted through inter-group transfers from accounts of Satish Harchwani, Nirmal Bhatia and Dhiraj Bhatia.

13. Learned Senior counsel further relied upon judicial precedents to contend that the scope of proceedings under Section 101 is limited and summary in nature. Reliance was placed on the decisions of this Court in Top Ten and Pimpri Chinchwad Sahakari Bank, wherein it has been held that if a bona fide and substantial dispute regarding arrears is raised, the Registrar must relegate the

parties to adjudication under Section 91. It was submitted that the authority under Section 101 is required to act strictly on clear, complete, and unimpeachable account statements, supported by proper records, and must render a reasoned order demonstrating application of mind. According to learned counsel, in the present case no clear finding has been recorded regarding correctness of accounts, no comparative scrutiny of entries has been undertaken, original documents were not available, and serious disputes involving fraud, forgery, fabricated records, mismatch of signatures, and contradictory dates have been ignored. It was also urged that even a surety is entitled to challenge the recovery action on merits.

14. Lastly, learned senior counsel submitted that the surrounding circumstances themselves demonstrate fraud. The alleged application for overdraft preceded opening of the account. Membership forms were subsequent to sanction. Signatures on guarantee and loan documents do not tally. The sanction letter dated 20 March 2015 refers to petitioner's mortgaged properties even though the alleged extension of equitable mortgage is dated 23 March 2015, thereby showing prior manipulation of documents. No instruments such as cheques or payment orders supporting the transactions were produced. In the additional affidavit, for the first time, the Bank introduced a case of cheque discounting and dishonoured cheques, which never formed part of the original Section 101 proceedings. It was further urged that the affairs of the Bank were already under scrutiny and an Administrator had been appointed. In these circumstances, learned

counsel submitted that the entire transaction is tainted by fraud and accounting irregularities, matters wholly unsuited for summary proceedings under Section 101. He therefore prayed that the impugned judgment, order, and consequential recovery certificate be quashed and set aside.

15. Per contra, Mr. Dhruvad Patil, learned Advocate appearing for respondent No. 2 Bank, opposed the petitions and submitted that the petitioners have instituted eight separate writ petitions challenging the orders dated 18th November 2019 passed by the Assistant Registrar, Co-operative Societies, Ulhasnagar under Section 101 of the Maharashtra Co-operative Societies Act, 1960. He submitted that a separate chart has been placed on record setting out particulars of the respective writ petitions, the concerned borrowers, guarantors, and the proceedings under Section 101. It was further contended that the petitioners have an alternate and efficacious statutory remedy by way of revision under Section 154 of the said Act. According to learned counsel, though such remedy was invoked, the petitioners failed to comply with the mandatory requirement of deposit of fifty percent of the recoverable amount as contemplated under Section 154(2). He also submitted that the petitioners cannot dispute their connection with the transactions merely on the ground that they had not signed certain individual loan applications, when their liability arises as guarantors in the relevant accounts forming subject-matter of the seven writ petitions.

16. Learned counsel further submitted that in all the seven accounts referred to by the Bank, Shri Satish Harchwani, Shri

Mahesh Harchwani, and the present petitioner, namely Shri Nirmal Bhatia, stood as guarantors in respect of the overdraft facilities or loan transactions sanctioned by respondent No. 2 Bank. Insofar as WCOD Account No. 7 relating to M/s Swami Narayan Trader is concerned, which forms subject-matter of one of the petitions, the petitioner himself is stated to be the proprietor. It was further submitted that the petitioner, respondent Nos. 5 and 6, along with Shri Dhiraj Bhatia, Shri Sunny Malkani, Shri Jeetu Mohandas Bajaj, Shri Vishal Kolge, and Shri Tanaji Yadav, have jointly instituted a dispute under Section 91 of the Act before the Co-operative Court at Thane. According to respondent No. 2, in all there were sixteen overdraft facilities sanctioned by the Bank in which the petitioner and respondent Nos. 5 and 6 stood as guarantors, all of which were sanctioned on 20 March 2015.

17. It was then urged that out of the aforesaid sixteen facilities, eight accounts already stand closed upon repayment, and such closure has never been disputed by the petitioners. Learned counsel submitted that in the closed accounts, amounts were transferred from the accounts which are the subject-matter of the present eight writ petitions, thereby clearly demonstrating interlinking of the transactions and acknowledgement of liability through actual repayments. According to him, once the petitioners do not dispute closure of eight accounts through such adjustments, they cannot selectively challenge only the remaining accounts while denying the overall transaction structure.

18. Learned counsel further submitted that the respondent Bank had referred the disputed signatures of the petitioner to a forensic

expert for examination. The expert is stated to have opined that the signatures appearing on the letter dated 23 March 2015, on the joint and several guarantees dated 28 March 2013, and on the Permanent Account Number records matched and were of the same person. On the strength of such material, it was contended that the allegation of forgery is devoid of merit. It was further submitted that by way of additional affidavit and convenience compilation tendered before this Court, respondent No. 2 has sufficiently demonstrated that every credit entry had a corresponding debit entry, thereby establishing genuineness of the banking transactions.

19. Learned counsel also submitted that in all the accounts forming subject-matter of the present writ petitions, funds were received from Current Account No. CD 2367 standing in the name of Shri Satish Harchwani. The factum of such payments, according to him, has not been disputed by any of the parties. It was urged that if the accounts were fictitious or forged, as alleged by the petitioners, there was no reason for genuine repayments or transfers to be effected from the said current account. Such conduct, according to the respondent Bank, clearly negatives the theory of fabricated accounts.

20. It was further submitted that in the accounts involved in Writ Petition Nos. 15331 of 2022, 13005 of 2022, and 14028 of 2022, there are also transactions from Current Account No.2537 standing in the name of Shri Dhiraj Bhatia, who is the son of the petitioner. Learned counsel pointed out that Shri Dhiraj Bhatia and Shri Satish Harchwani are admitted business associates. On that basis,

it was argued that the monetary dealings were part of known business arrangements and cannot now be disowned by the petitioners. It was further submitted that the petitioners have selectively relied upon certain entries in the account statements to contend that corresponding entries are absent in receiving accounts, while ignoring the complete set of records produced by the Bank.

21. Lastly, learned counsel submitted that except WCOD Account No. 277, all the other receiving overdraft accounts already stand closed, and such closure remains undisputed till date. According to him, the material placed on record clearly establishes sanction of facilities, operation of accounts, movement of funds, partial repayments, and subsisting liability. It was therefore contended that no case for interference under Articles 226 and 227 of the Constitution of India is made out. On these grounds, learned counsel prayed that all the writ petitions be dismissed.

REASONS AND ANALYSIS:

22. Having heard the learned advocates for the parties at some length and having gone through the material placed on record, this Court is of the view that the present group of petitions cannot be entertained in exercise of writ jurisdiction. The controversy is in substance founded upon disputed questions of fact, and the same cannot be finally adjudicated without examining the original transactions in their proper setting. The petitions, therefore, do not warrant interference at this stage.

23. The foundation of the petitioners' case is that they were shown as guarantors in respect of several Working Capital Overdraft facilities, though according to them the signatures on the loan papers and the alleged undertaking dated 23 March 2015 are forged, fabricated and not executed by them. It is also their case that they came to know of the matter only upon receipt of the communication dated 9 March 2017, and thereafter they made complaints before the Reserve Bank of India and also questioned the action of the Bank before the co-operative forums. The petitioners have further submitted that the original documents were not before the authority, that account statements are inconsistent, that entries do not tally, and that the Bank has adopted shifting stands from time to time. These are serious allegations. Yet, they are allegations which cannot be decided merely on affidavits in writ proceedings.

24. On the other hand, the respondent Bank has placed reliance on the fact that there were in all sixteen overdraft facilities, out of which eight accounts were already closed, and the remaining eight continue to be treated as operative. It is the positive case of the Bank that the petitioners, along with Satish Harchwani and Mahesh Harchwani, stood as guarantors in respect of the relevant facilities, that the transactions were supported by documentation, that repayments were received through connected accounts, and that the signatures of the petitioner were sent for forensic examination, wherein it was opined that the signatures on the relevant documents matched. The Bank further says that the account statements were later placed before this Court to show

corresponding debit and credit entries, and that the transactions are part of one integrated business arrangement. This again is not a matter which can be decided by summary examination in writ jurisdiction.

25. The Court has carefully considered the nature of the dispute. The petitioners seek to demonstrate fraud, forgery, manipulation of bank records, and absence of lawful execution of mortgage and guarantee documents. The Bank disputes these claims and relies upon the sanction letters, guarantees, account statements, repayments, closure of some accounts, and the opinion of the forensic expert. There is thus a direct conflict on facts. Questions arise as to who executed which document, whether the signatures are genuine, whether the accounts were actually opened in the manner claimed by the Bank, whether the overdraft facilities were in fact sanctioned and operated, whether the entries are supported by underlying instruments, and whether the transactions were inter-account transfers or genuine disbursement and repayment. These issues cannot be resolved merely by perusal of the papers placed in a writ petition.

26. It is also relevant that the petitioners themselves have already taken recourse to a remedy under Section 91 of the Maharashtra Co-operative Societies Act before the Co-operative Court. That proceeding is the forum where the parties may establish their respective versions on a fuller examination of facts. Likewise, where the petitioners challenge the impugned recovery action on grounds of disputed execution, forged signatures, false account entries, and alleged fabrication of documents, the proper

course is to invoke the revisional remedy under Section 154 of the Act, subject to compliance with the statutory requirements therein. The existence of such remedy is better suited for examination of disputed materials and for correction of errors arising from the impugned order, if any.

27. The petitioners have argued that the order under Section 101 is vitiated because the authority did not have original documents, did not deal with the alleged discrepancies, and did not record a proper finding on the correctness of the account statements. They have also relied upon the alleged shifting stands of the Bank before different authorities and before this Court. At the same time, they equally demonstrate that the controversy is not confined to a pure question of law. It turns on whether the documents are genuine, whether the accounts are correctly prepared, whether the repayments were made, and whether the petitioner had in fact consented to the transactions. The issue is therefore one of fact and mixed fact and law, and not fit for immediate writ determination.

28. The allegations of fraud may in some cases justify interference even in writ jurisdiction. But here, the Court does not find a situation where the materials are so one-sided that a final conclusion can be recorded. The Bank has produced material to show that the facilities were sanctioned, that the guarantees were acted upon, that some accounts were closed, and that transfers were made from connected accounts. The petitioners have produced contrary material to show absence of genuine consent, mismatch in signatures, absence of proper instruments, and

inconsistency in dates. When both sides produce material of this nature, the Court is not to enter upon a mini trial under Article 226. The proper course is to leave the parties to the statutory remedy where the evidence may be examined in a lawful manner.

29. The submission based on the forensic opinion also does not conclude the issue at this stage. A forensic report may be a relevant piece of material, but it does not by itself finally settle all surrounding disputes. The petitioners are entitled to question the circumstances in which the documents were prepared, the sequence of sanction and mortgage, the authenticity of the supporting papers, and the internal consistency of the accounts. Likewise, the Bank is entitled to rely upon its records and the alleged repayments. Such competing contentions are better left to the revisional authority or the co-operative forum empowered to examine them. The writ Court should not convert itself into an original fact finding authority.

30. The Court is also conscious of the argument of alternative remedy. Though availability of alternative remedy is not an absolute bar in every case, the rule of self-restraint assumes importance where the petition essentially requires scrutiny of disputed facts and where a statutory revisional mechanism is available. In the present matter, the challenge is directed not merely against jurisdiction, but substantially against the factual basis of the recovery certificate itself. The petitioners seek a declaration that the documents are forged, the accounts are false, and the transactions are not genuine. Such questions are not properly answerable in a summary writ proceeding. They can be

better addressed in revision under Section 154, where the statutory forum may examine whether the impugned order deserves to be sustained or interfered with.

31. Therefore, while this Court has not accepted the petitioners' request for writ interference, it is made clear that the petitioners shall be at liberty to avail the remedy of revision under Section 154 of the Maharashtra Co-operative Societies Act, 1960, in accordance with law, subject to limitation and all statutory conditions, if they are otherwise available and permissible. If such revision is filed, the revisional authority shall consider the same on its own merits and in accordance with law, uninfluenced by any observations made in this judgment on the factual controversies.

32. For the reasons aforesaid, the petitions are dismissed. Rule stands discharged. No order as to costs.

33. Liberty as above is reserved to the petitioners to pursue the remedy of revision under Section 154 of the Maharashtra Co-operative Societies Act, 1960.

34. At this stage, learned Advocate for the petitioner requests for continuation of the interim relief. However, for the reasons stated in the judgment, the request for continuation of interim relief stands rejected.

(AMIT BORKAR, J.)