Arjun

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

WRIT PETITION NO.3727 OF 2025

Kulvinder Singh Bansal …Petitioner

Versus

The State of Maharashtra & Ors. …Respondents

Ms. Seema Sarnaik, Senior Advocate i/b Sandesh More, for the Petitioner.

Dr. Shreya Shrivastava, for Respondent No.2.

Ms. G. P. Mulekar, APP for the Respondent-State.

CORAM: MADHAV J. JAMDAR, J.
DATED: 14 NOVEMBER 2025

P.C.:

1. Heard Ms. Sarnaik, learned Senior Counsel appearing for the Petitioner, Dr. Shrivastava, learned Counsel appearing for Respondent No.2 and Ms. Mulekar, learned APP for the Respondent-State of Maharashtra.

2. Ms. Sarnaik, learned Senior Counsel for the Petitioner tenders Affidavit-Cum-Undertaking dated 12th November 2025 of Mr. Kulvinder Singh Bansal, the Petitioner. In the said Affidavit the said Deponent has stated as under :-

> "*b) On 16/10/2025, ICICI bank has sanctioned education loan. That I am the primary guarantor, and my daughter is a applicant for said loan and her name as applicant on the loan Application documents strictly as a procedural*

requirement of the Bank. I hereby accept sole and exclusive financial responsibility for the entire repayment of the aforementioned education loan sanctioned to my daughter.

c) *That I hereby specifically and unequivocally undertakes to this Hon'ble Court that I shall be exclusively responsible for all aspects of the loan, and I expressly indemnify and hold harmless my daughter, from any and all liability, claims, or demands arising out of any default in the repayment of the said education loan and I shall be keeping my share in property being, Bansal House, plot No. 120, Sector-21, Kharghar, Navi Mumbai - 410210, as security to this Hon'ble Court. I again reiterate that I will be solely responsible for the said education loan transaction.*

d) *I say that on 7/11/2025, through email on my behalf my advocate requested advocate of Respondent No.2 to ask her client to return the form back to latest by tomorrow so he can correct the same and arrange to comply with the direction of the Hon'ble High Court. Hereto annexed and marked as* ***Exhibit "A"*** *is the copy of email dated 7/11/2025 sent by my advocate to the advocate of Respondent No.2.*

e) *I say that on same date the Advocate of Respondent No.2 replied as follows that:*

"please note that we have no objection in returning the forms, however we do not understand and how you are wanting to correct the already filed form. Request you to fill a clean form and provide the same with the undertaking / security as directed by the Hon'ble High Court so as to enable us to pay the fees and release the gold loan by which the last year's fee is paid."

"If we still require the forms please communicate so that we can courier the same at your clients Kharghar address".

Hereto annexed and marked as ***Exhibit "B"*** *is the copy of email dated 7/11/2025 sent by advocate of Respondent No.2 to my advocate.*"

3. The statements made by the Petitioner in the Affidavit dated 12th November 2025 are accepted as undertakings given to this Court.

4. The Petitioner - Kulvinder Singh Bansal, is personally present in Court and states that the said statements will be complied with.

5. Ms. Seema Sarnaik, learned Senior Counsel of the Petitioner states that the Petitioner has 1/3rd share in the said property being Bansal House, Plot No.120, Sector-21, Kharghar, Navi Mumbai - 410 210 (hereinafter referred to as "**the said property**"). It is made very clear that if the said loan is not paid by the Petitioner, then this Court will be constrained to appoint the Court Receiver, High Court, Bombay in respect of the said property and to direct that the Petitioner's share in the said property i.e. 1/3 share be sold and till that time the property will remain in the possession of the Court Receiver.

6. Ms. Sarnaik, learned Senior Counsel, states that the said premises is a bungalow and that the other family members, who are having remaining 2/3 share, are also residing there.

7. Thus, it is clarified that although the Court Receiver will be appointed with respect to the entire bungalow, if the said education loan is not repaid by the Petitioner completely, as far as the other co-owners are concerned they will be appointed as Agents of the Court Receiver without being required to pay any royalty and security and the Court Receiver will be appointed just to ensure that the Petitioner's

1/3rd share in the said bungalow is sold for the purpose of recovery of the concerned amount.

8. It is unfortunate that daugher of the Petitioner and the Respondent No.2 is required to face tremendous hardship even for payment of her education fees as the parents are fighting acrimonious battles and litigations. The Petitioner who is father instead of paying the college fees of the child has come up with the case that he has no money and he can only pay the college fees of the daughter only by taking educational loan and he will pay regular EMI of the Bank. Thus, in the event the father fails to pay the EMI, the Court may have to pass order appointing Court Receiver.

9. Stand over to **28th November 2025** at **03:00 pm**.

[MADHAV J. JAMDAR, J.]