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SLP(C)No. 4283 OF 2003
ITEM No.205

Court No.10

SECTION IX
A/N MATTER

S U P R E M E C O U R T O F I N D I A
RECORD OF PROCEEDINGS

Petition(s) for Special Leave to Appeal (Civil) No.4283/2003

(From the judgement and order dated 03/02/2003 in WP 7362/02
of The HIGH COURT OF JUDICATURE AT BOMBAY)

VASANTRAO RAMCHANDRA DESAI

Petitioner (s)

VERSUS

THE UNITED WESTERN BANK LTD. AND ORS
(With prayer for interim relief)
(For Final Disposal)

Respondent (s)

With
IA.3(Application for permission to file additional documents)

Date : 23/07/2004 This Petition was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE ASHOK BHAN
HON'BLE MR. JUSTICE S.H. KAPADIA

For Petitioner (s)

Mr. Makarand D. Adkar, Adv.

Mr. Vijay Kumar, Adv.

Mr. Anurag Kishor, Adv.

for Mr. Vishwajit Singh, Adv.

For Respondent (s)

Mr. Surya Kant, Adv.

M/s J.S. Wad & Co.

For Respondent No.3 Mr. Shivaji M. Jadhav, Adv.

Mr. Himanshu Gupta, Adv.

Mr. Brij Kishor Sah, Adv.

UPON hearing counsel the Court made the following

O R D E R

On March 24, 2003, this Court issued limited notice on the question as to why the period for deposit of the amount could not be extended by three months in view of the stand taken by the principal debtor that he would clear the debt within three months. More than one year and four months have elapsed since the issuance of the said notice. We are informed that the principal debtor has not paid the amount due so far.

The counsel for the petitioner has placed on record a copy of the notice issued by the Recovery Officer of the Debt Recovery Tribunal, Pune in which he has stated that the Debt Recovery Tribunal has ordered for sale of Flat No.12, admeasuring about 78.69 sq. mtrs., situated at Mahadeo Apartments, 3rd Floor, Sixth Lane, Rajarampuri, Kohlapur. The fact remains that so far the principal debtor has not paid the amount due.

The counsel for the petitioner wanted to argue certain points which were beyond the scope of limited notice which was issued but we did not permit him to do so. The liability of the guarantor be co-extensive with the principal debtor. We find no merit in this petition and dismiss the same.

(Satish K. Yadav)
Court Master

(Kanwal Singh)
Court Master