Legal Notice (By R.P.A.D.)

Dt. /04/2022.

From: - Advocate Dhruvesh G. Patel

Near Chandani Chowk, Gondia

Tah + Dist.- Gondia 441601 (M.S)

Notice To.

The Yavatmal Urban Co-operative Bank Yavatmal At LIC Chowk, Garden Road, Yavatmal, Tah+Dist- Yavatmal.

Sir,

Under instructions & authority granted by my client Shri Priyanshu Sanjay Bidkar a/a 20 yrs. R/o Kudwa Tah+Dist- Gondia, I have to serve this notice as under:-

- (1) That, my client have inherited his birth right & residential land & house property situated over Thak No. 80, T.S.K. No. 26 of Gat No. 159/12 K 2 area 1075 Sq. Ft. of Kudwa and is duly recorded in Revenue & Gram Panchayat Record.
- (2) That, my client was born on 10-03-2002 and it appears that during his minority without any competent & requisite courts order, aforesaid property has been illegally and unlawfully mortgage on 23-1-2018 i.e. during his minority & neither you notice Bank nor said Sunita Debajyoti Mohanti has any court's appointment of guardianship has any right to deal on change of income any liability in respect of his share of aforesaid illegally mortgage property. That, it is presently in month of March 2022, it is reliably learnt that you noticee has been illegally & impermissibly utilising of provision of (SERFAESI) Act,2002 of 54 of 2002 & illegally bent upon serve illegal notice for recovery. Said notice & any action is not binding to my client as bank has no authority to mortgage my client's property without court's permission under Guardianship & Ward Act & under Minority & Guardianship Act. It is also reliably learnt that the procedure of mortgage is also illegal & without any requisite registration &

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my client's property can not be disposed off & you have no right to trespass alienate act. So also, your cooperative bank is not empowered under (SERFAEST) Act & its provisions is not applicable & you have no right to misapply said provisions.

- (3) It appears that your employer Kishor Deshpande, then Branch manager of Gondia branch has committed several criminal offences of molestation of chastity & defamation etc. against alleged Sunita who had reported matter to police & criminal cases is pending in Gondia Court. Hence, it appears that in collusion with said Kishor, the bank has illegally using power in said Act & are harassing my client.
- (4) Hence, by this notice, you are called upon to take any action against the inherited residential property of my client & not to apply inapplicable provision of (SERFAEST) Act, 2002 in this case & desist any kind of recovery proceeding else my client will have to take suitable action for protection etc.

So please take note & oblige.

Gondia

4/04/2022

Your sincerely

Adv. Dhruvesh G. Patel

Gondia

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गांव नं. क्र. ७ अ, व १२ ें तालुका *गारि* (359) 7.91.2 dE गाव खाते क्रमांक वंदर्ह । कुळाचे नाव व फळ भुमापन क्रमांक -गा. नं. क्र. ७ मालकाचे नास्त्र 居. 季. धारणा प्रकार गटक्रमांक ZITTEINET -प्रिकेश के स्पेत्रम कि कर का के वर्ष 9281920 भु. मा. क्रमांकाचे D'10 (903) सीर्थ - व सम्म विड्यू में 6 वर्ष रशानिक नांव लुनीता व न्यंत्रम् विड्य ₹ (£ 62) लामवट योग्य क्षेत्र अ.पा. कु अडिल्योने व संत्रम् जिरायती -बामायत Tasas भात शेती-इतर अधिकारी JIH 3.823 ET.E. एकुण 1) 3E/LE-L6 3) AT स्र. पो. वर्ग (अ) 906次 日安 Te 26/ 9866 359 वर्ग (ब) 31900 स्कृष जुडी अथवा विशेष आकार पाण्याबाबत ग्रां. नं. क्र. ६२ गांव मं. क्र. ७ पहित बिरुपयोगी अशा जमिनिया तपशील पिकाखाली क्षेत्र मिन पिकार्चे एक्ण क्षेत्र क्षित्र पिकारीत प्रत्येक विकार्व क्षेत्र अधित शिकारे केंद्र वर्ग जमीन करणाऱ्याचे हिंगाम Riba पिकांचे नांव सिवित Righ Righ RAFBA नाव ě 3100 STORY GR US Æ .48 98 \$\$ 11 35 10 \$ \$ 钗 का द्रमानित प्रति वच्य सत्यप्रतिलिधी सङ्गी तलाठी 2/9 200 चावर क्यांक

IN THE COURT OF CIVIL JUDGE SENIOR DIVISION, GONDIA.

Reg. Civil Suit No.

/ 2022

Plaintiffs :--

- Priyanshu S/o Sanjay Bidkar,
 A/a- 20 yrs, Occ- Student,
- (2) Soundrya D/o Sanjay Bidkar,
 A/a.- 14 yrs, Occ.- Student
 Both R/o.- Near Galaxy Bar, Tirora Road,
 Kudwa, Tah + Dist. Gondia.
 The plaintiff no. 2 is minor hence the plaintiff
 no. 1 represents through his brother.

- VERSUS -

Defendants :--

- Parmatma Ek Enterprises,
 Prop. Sunita S/o Sanjay Bidkar,
 A/a- Major, Occu- Bussiness
 R/o.- Near Galaxy Bar, Tirora Road,
 Kudwa, Tah + Dist. Gondia.
- The Yamatmal Urban Co-operative Bank,
 Yawatmal, through its Authorized Officer,
 Shree Takies Road, Halwai Pura Associates,
 Gondia, Tah + Dist. Gondia.

SUIT FOR PARMANENT INJUNCTION AND DECLARATION.





The plaintiffs most humbly submit, as under:-

- That, the parties to this suit do resides at the place shown above.
 The suit property is situated at Kudwa, Tah- Gondia & the cause of action arose within the T. J. of this Hon'ble Court. Hence this suit is filed here.
- 2) That, the plaintiffs are real brother and sister. The defendant no. 1 is mother of the plaintiffs. The father i.e. Sanjay S/o Yadorao Bidkar had purchased below described suit plot by registered sale deed bearing sale deed no. 1652/1997 dated 19/5/1997 from Gauridevi W/o Gayadin Gadewar for consideration. The description of the land as under:-

Mouza TSK no. Khasra no. Area

Kudwa 26 159/12 1075 Sq.f (99.9 Sq.m)

The suit plot was bounded as under :-

East - Remaining plot of aforesaid plot

West - Land of Jahid

North - Galli of 10 fit

South - Gondia-Tirora PWD Road

Now recent position of four boundaries of suit plot as under:

East - Plot of Rahi Traders

West - Plot of Balaji Builders

North - Galli of 10 fit

South - Gondia-Tirora PWD Road

(This is suit Plot)

Since, the father of plaintiffs was became absolute owner and peaceful possessor of the suit plot and after demise of

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Sanjay Bidkar, the plaintiffs inherited the suit plot as legal heirs along with the defendant no. 1. The suit plot came to be renumbered and mutated in revenue record as Khasra no. 159/12K/2 area 1075 Sq.f (99.9 Sq.m) to the name of plaintiffs and the defendant no. 1. The defendant no. 1 was Karta and she was paying taxes in revenue as well as Grampanchayat. The plaintiffs are enjoying the suit plot without any dispute.

- 3) That, during lifetime, the father of the plaintiffs was constructed two storied building upon aforesaid plot. The said house is duly recorded in Grampanchayat record vide Malmatta no. 361. On 5/11/2012, unfortunately the father of plaintiffs died in road accident. Therefore, the names of plaintiffs and the defendant no. 1 came to be mutated as Class I heirs of Late Sanjay Bidkar. The plaintiffs and the defendant no. 1 has equal share in suit plot. At the time of mutation, the plaintiffs were minor therefore the defendant no. 1 was looking after all affairs in respect of the suit plot. The defendant no. 1 was taking care and she was decision maker of the life of plaintiffs being mother. The plaintiffs were not aware about financial crises of the defendant no.1.
- 4) That, on 31/1/2022, a notice of defendant no. 2 was served at house under Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (thereafter reads SERFAESI Act). The plaintiff no. 1 was read that notice then and then only, the plaintiff no. 1 came to know that the defendant no. 1 was taken loan on suit plot by mortgaged to the defendant no. 2 i.e. bank and demanded to the defendant no. 1. The plaintiffs have no concerned with loan amount. Looking to the illegal activities, on

Puit?



4/4/2022, the plaintiff no. I issued notice to the defendant no. 2 and requested to not take any action against inherited suit plot which was illegally mortgaged by their officers without seeking permission from the Competent Court. Aforesaid notice was duly served to the defendant no. 2 on 6/4/2022 but the defendant no. 2 failed to send any reply till date.

5) That, the defendant no. 1 was running business as name & style 'Parmatma Ek Enterprises' and she is sole proprietor. The defendant no. 1 is running various business and for that purpose, the defendant no. 1 might have raised loan from the defendant no. 2 for her personal bussiness. But, it is clear from revenue records, the plaintiffs shown as minor and the defendant no. 1 was caretaker of them. The suit plot was in the name of minors also. While mortgaging aforesaid suit plot, the defendant no. 2 was fully aware of this fact and legal provisions of the Hindu Minority and Guardianship Act. It is mandatory to obtain permission of the Court for mortgage or charge of the minor's property. Therefore, the defendant no. 2 is duty bound to secure the interest of the plaintiffs while proposing loan to the defendant no. 1. However, the concerned Branch Manager had committed several criminal offences of molestation of chastity and defamation against the defendant no. 1 which are pending various Courts at Gondia. The defendant no. 2 itself was negligent and knowingly granted loan with alterior motive. The plaintiffs have equal share in suit plot therefore, any action taken by the defendant no. 2 over suit plot is not at all binding to the plaintiffs.

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- 6) That, on 22/11/2022, some officials of the defendant no. 2 were affixed the notice on the front door of house. When, the plaintiff no. 1 asked about illegal activities then officer Gatlewar adamantly replied in threatening manner and told that the suit plot will be sold in auction and recovered loan amount anyhow. The notice was symbolic possession of suit plot under SERFAISI Act and the defendant no. 2 tried to enforce provisions against the plaintiffs illegally and against natural justice. Looking to the illegal activities, on 24/11/2022, the plaintiff no. 1 made representation to the Coliector, Gondia and request to take cognizance by initiating legal proceedings.
- 7) That, the plaintiff no. I became major and not known about legal consequences of SERFAESI notices. The defendant no. 2 tried to take forcible possession from the plaintiffs by hook or crook on the basis of invalid and fraudulent documents. The defendant no. 2 is shouted by its own negligence and tried to recovered loan amount anyhow from disposing off suit plot. The defendant no. 2 has no legal right to disturb peaceful and residential possession of plaintiffs on the basis of illegal and void contracts between the defendant no. 1 & 2. The plaintiffs are Class I heirs of Late Sanjay Bidkar. The plaintiffs have inherited suit plot and they have equal share in suit plot likewise defendant no. 1. So, the defendant no. 1 was no right or authority to execute mortgage deed without prior permission of Court. However, the defendant no. 1 was not taken loan from the defendant no. 2 for betterment of the plaintiffs therefore the plaintiffs has no concern with alleged loan amount. So also, the mortgage deed dated 23/10/2018 & 2/3/2020 is not at

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all binding upon the plaintiffs hence it be declared null & void and not binding upon the plaintiffs. Moreover, the defendant no. 2 tried to take forcible possession of suit plot by affixing notice dated 22/11/2022 is also against the provisions of law hence it be declared null & void and not binding upon the plaintiffs.

- 8) That, the defendant no. 2 was & is wrong and bypass the legal provisions of law which it cannot be compensated from the plaintiffs. The defendant no. 2 is on wrong path and tried to misuse of illegal execution of mortgage deed. On the basis of mortgage deeds, the defendant no. 2 tried to disturb peaceful and residential possession of the plaintiffs over the suit plot. The said acts of the defendant no. 2 are totally illegal and amount to trespass over the suit plot of the plaintiffs. The defendant no. 2 is therefore required to be restrained by issue of permanent injunction from disturbing the peaceful possession and stop from enforcing provisions under SERFAESI Act against the plaintiffs. That, the plaintiffs have prima facie good case and balance of convenience lies in their favour. If the defendant no. 2 is not so restrained from illegal acts then the plaintiffs will suffer irreparable loss and the resultant injury will not be adequately atoned in terms of damages. Hence, this suit for permanent injunction and declaration.
- 9) That, the cause of action to this suit arose on 31/1/2022, when the defendant no. 2 issued demand notice over suit plot. Further on 22/11/2022, when the defendant no. 2 affixed notice of symbolic possession and tried to disturb peaceful possession over the suit plot and continues everyday thereafter.

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- 10) That, the suit of plaintiff is based on title, ownership and peaceful possession over the suit plot and they file documents as per list of documents in support of the suit. The defendants have no right or title but the defendants are bent upon criminal act.
- 12) That, the plaintiffs have reserved the right to amend or alter of plaint at any time after subsequent change or knowledge of facts.
- 13) That, there is no any other suit arising out of the same subject matter has been filed either in this court or any other court.

PRAYER :-- The plaintiff's claim the following relief's :-

- A) That, by issue of permanent injunction, the defendant no. 2, its agents, servants, successors or anybody on its behalf be restrained by disturbing peaceful possession and stop enforcing any previsions under SERFAISI Act against the plaintiffs.
- B) That, it be declared that the mortgage deed dated 23/10/2018 & 2/3/2020 is null & void and not binding upon the plaintiffs.
- C) That, it be declared that the notice dated 22/11/2022 is against the provisions of law, null & void and not binding upon the plaintiffs.
- D) That, the acts of the defendant no. 2 is totally illegal and amounts to trespass.
- E) That, the costs of the suit be saddled upon the defendants.

F) That, any other relief's which the Hon'ble court deems fit under the facts and circumstances of this suit be also awarded in favour of the plaintiffs in the interest of justice.

Gondia.

Dated :- 8/12/2022

Plaintiff no. 1

(C. F. Plaintiffs) VERIFICATION

It is verified that the contents of para 1 to 13 are true & correct to the best of my personal knowledge & belief. Hence, I signed here under at Gondia on 8/12/2022.

Gondia.

Dated :- 8/12/2022

Plaintiff no. 1

SOLEMN AFFIRMATION

I, Priyanshu S/o Sanjay Bidkar, A/a- 20 yrs, Occ- Student, R/o.- Near Galaxy Bar, Tirora Road, Kudwa, Gondia, Tah + Dist. Gondia, take oath and state on solemn affirmation that the contents of para 1 to 13 of this suit have been explained to me in vernacular language in Marathi. The contents there of are true and correct to the best of personal knowledge and belief. Hence, I signed here under at Gondia on 8/12/2022.

Gondia

Dated: 8/12/2022

Deponent.

I know the deponent &

he signed before me.

(Adv. S. B. Dahare)

December 2022 Privinshy Do Sonday British Trosa Road Gondic Tout 91sts

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शाजा व्यवस्थापक वि यवतमाळ अर्जन को-ऑप बॅक लि. यवतमाळ शाखा गोंदिया

दि यवतमाळ अर्बन को-ऑप बँक लि.यवतमाळ



(रजि.नं.वाय.एम.एल / वी.एन.के / 114)

मुख्य कार्यालय: - गार्डन रोड , एल . आव. सी. चौक , यवतमाळ

प्राधिकृत अधिकारी कार्यालय : दि.यवतमाळ अर्बन को.ऑप यॅंक लि.यवतमाळ, हलवाई पूरा असो.श्री टाकीज रोड गोंदिया मोबा.नं.९६२३४४६३४९

जाकं 43 य.अ.बँक / /२०२३-२०२४

दिनांक :- २६/०७/२०२३

ताबा पूर्व सुचना

) परमात्मा एक इंटरप्रासेस (कर्जदार/गहाणदार) श्रीमती. सुनिता संजय बिडकर , स्वत: व अ.पा.क. १) प्रियांसू संजय बिडकर २) सौंदर्या संजय बिडकर गैलेक्सी बार जवळ तिरोरा रोड कुडवा, गोंदिया 441601

- २) श्री. शिवराम चन्नीलाल बावनकर, (जमानदार) वार्ड नं. 2 खैलबंदा दवानिवाडा गोंदिया ४४१६१४
- ३) श्री. राजेश श्रीराम चोरवाहे (जमानदार) रा. रामचंद्र आईल मिल जवळ ,श्रीनगर , गोंदिया ४४१६०१

विषय :- ताबा पूर्व सूचना संदर्भ :- बँकेची डिमांड नोटीस क्र. ०९ दिनांक २५/०४/२०२३ महोदय,

उपरोक्त संदर्भिय डिमांड नोटीस दिनांक २५/०४/२०२३ नुसार मी खालील सही करणार आपणांस सुचित करीत आहे की, ६० दिवसाची मुदत पूर्ण होवून व वेळोवेळी आपणांस थकीत कर्ज भरण्याची मुदत देवून सुध्दा थकीत कर्ज रक्कम जमा न केल्यामुळे खालील प्रमाणे वर्णन केलेल्या गहाण मालमतेचा ताबा घेण्याचा अधिकार बँकेला आहे.

करीता आपणांस कळविण्यात येते की, दिनांक ०९/०८/२०२३ रोजी किंवा त्यानंतर केंव्हाही बंकेकडे गहाण असलेल्या आपल्या स्थायर मालमत्तेचा ताबा घेण्यासाठी येत आहे. स्थावर मालमत्तेचा ताबा घेण्यास व पंचनामा तसेच इंव्हेंटरी तयार करतांना सहकार्य करावे. तसेच आपणांस कळविण्यात येते की, वरील कार्यवाही करतांना आपण अथवा इतर कोणीही कुठल्याही प्रकारचा कार्यवाहीमध्ये अडथळे निर्माण केल्यास अथवा कार्यवाही थांबविण्यांचा प्रयत्न केल्यास सदर्हु वर्तन हे फौजदारी कार्यवाहीस पात्र राहील. कृपया नोंद घ्यावी.

परिशिस्ट

१) श्रीमती. सुनिता संजय बिडकर, प्रियांसू संजय बिडकर, सौंदर्या संजय बिडकर यांचे नावाने असलेला थाक नं ८०, टी. एस के नं. २६, गट नं १५९/१२ के/२, प्लाट क्षेत्रफल १०७५ चौ फुट, मौजा कुडवा गोंदिया ता.जिल्हा – गोंदिया व त्यावरील संपूर्ण बांधकाम ज्याची चतुःसिमा

पूर्व : श्री राही ट्रेडर्स यांचा प्लाट

उत्तर : १० फुटाचा रोड

ठिकाण : गोंदिया

पश्चिम : बालाजी बिल्डर्स यांचा प्लाट

दक्षिण : गोंदियुम्-तिरोडा रोड

(अमर सुरेशरीव गटलेवार)

प्राधिकृत अधिकारी (सिक्युअड केडीटर) दि यवतमाळ अर्बन को ऑप.बॅक लि यवतमाळ

मो.नं. ९६२३४४६३४९