(d) Costs for this application may be granted.

Express/Ordinary
Civil/Criminal/M.A.C.T.
C.A.No. 1397 /2012

Copy of : Decree

1) The date on which the copy was applied for on 4/10/2012 — Fourth day of Oct. 2012

2) The dated on which the appln. was completed on 10/10/2012 — Tenth day of Oct 2012

3) The date (which the date once given is subsequently changed, the list of such changed dates) given to the applicant for takling delivery of the Copy on 16/10/2012 — Sixteenth day of Oct 2012

_____ 2012 _____ 2012
_____ 2012 _____ 2012
_____ 2012 _____ 2012
_____ 2012 _____ 2012
_____ 2012 _____ 2012

4) The date on which the copy was ready for delivery on 12/10/2012 — Twelth day of Oct 2012

5) The date on which it was delivered/posted on 16/10/2012 — Sixteenth day of Oct 2012

Assistant Superintendent,
Record & Copying Section,
District & Session Court, Wardha

In the Court of : 2nd Jt. Civil Judge, S.D. Dn. Wardha.

In Case of : Spl. C.S. No 72/02

In case of Parties : K.D.C.C. Bank Vs. Home Trade & Ors.

Decided/P.F. On : 5/05/12.

for this application ma...

(10)

(6)

हुकूमनामा

कोर्ट विद्यमान २ रे सह दिवाणी न्यायाधीश वरिष्ठ स्तर,वर्धा.

विशेष दिवाणी दावा क. ७२/२००२ नि.क. १२९ अ

वर्धा जिल्हा मध्यवर्ती सहकारी बॅक,
मर्यादीत वर्धा. मार्फत मुख्य कार्यकारी अधिकारी,
श्री अरूण गंगाधरराव मुद्देश्वर,
वय अंदाजे ५१ वर्ष, व्यवसाय-नोकरी,
राहणार वर्धा, तहसिल व जिल्हा वर्धा. .... **वादी**

.. **विरूध्द** ..

१. होम ट्रेड लिमिटेड, टावर ४, ५ वा मजला,
वासी रेल्वे स्टेशन कॉम्प्लेक्स, नवी मुंबई
२. श्री संजय अग्रवाल,
डायरेक्टर ऑफ होम ट्रेड लिमिटेड, नवी मुंबई,
कुसूम अपार्टमेंट्स, बंगला क्र.७०२,
सेक्टर १७, वासी, नवी मुंबई
३. श्री एन.एस.श्रीवेदी,
डायरेक्टर ऑफ होम ट्रेड लिमिटेड,
पुष्पम बंगला क्र.३अे, ६ खांदुभाई रोड,
विले पार्ले (पश्चिम), मुंबई
४. श्री केतन सेठ,
डायरेक्टर ऑफ होम ट्रेड लिमिटेड,
टावर ४, ५वा मजला,
वासी रेल्वे स्टेशन कॉम्प्लेक्स, नवी मुंबई
५. श्री सुबोध भंडारी,
डायरेक्टर ऑफ होम ट्रेड लिमिटेड,
टावर ४था, ५वा मजला,
वासी रेल्वे स्टेशन कॉम्प्लेक्स, नवी मुंबई
६. श्री मनोज शाह
डायरेक्टर ऑफ होम ट्रेड लिमिटेड,
टावर ३, बेलोरी रोड,
आरएमव्ही एक्सटेंशन, बंगलोर
७. श्री धनजय अग्रवाल,
डायरेक्टर ऑफ होम ट्रेड लिमिटेड,
१४३-अे, मित्तल कोर्ट, नरीमन पॉईन्ट,
मुंबई. .... (वगळले)

८. श्री ॲलन डीस,
मॅक मिलन & डायरेक्टर ऑफ होम ट्रेड लिमिटेड,
७८५ गॅस स्ट्रीट, माउंड्स्व्हील, हयू सीए,
यु.एस.ए. ९४१०४ .... (वगळले)

९. श्री रसेल बोकनेकोजर,
डायरेक्टर ऑफ होम ट्रेड लिमिटेड,
टावर ४था, ५वा मजला,
वासी रेल्वे स्टेशन कॉम्प्लेक्स, नवी मुंबई ... (वगळले)

१०. श्री शशांक जी. रानडे,
डायरेक्टर ऑफ होम ट्रेड लिमिटेड,
३/१ राधा क्रिष्णा निवास,ग्राउंड फलोअर,
डागाडीवाडी, एस.के.बोले रोड,
दादर (पश्चिम), मुंबई

११. श्री सलील डी.गांधी,
डायरेक्टर ऑफ होम ट्रेड लिमिटेड,
अे-११/१३ गोल्ड कॉइन सीएच-सोसायटी,
तारदेव मुंबई. ... (वगळले)

१२. श्री विजयकुमार एच. मोदी, ... (वगळले)
डायरेक्टर ऑफ होम ट्रेड लिमिटेड,
अे/२०३ बोरीवली, अमिता सीएच-सोसायटी,
कुलूवाडी रोड, बोरीवली (पुर्व),मुंबई. ... <u>प्रतिवादी</u>

दावा दाखल तारीख : २६.८.२००२
दावा निकाल तारीख : ०५.०५.२०१२

<u>दावा किंमत रूपये ३०,२१,९४,५१३.८९</u>

(11)

10. Shri Shashank G. Ranade,
Director of Home Trade Ltd.
3/1 Radha Krishna Nivas, Ground floor,
Dagadiwadi, S.K.Bole Road, Dadar(West),
Mumbai.

11. Shri Salil D. Gandhi,
Director of Home Trade Ltd.
A-11/13 Gold Coin CH-Society
Tardev Mumbai.

12. Shri Vijaykumar H. Modi,
Director of Home Trade Ltd.
A/203 Boriwali, Amita CH-Society
Kuluwadi Road, Boriwali(East),
Mumbai.

CLAIM FOR REFUND OF INVESTED AMOUNT AND INTEREST TOTAL VALUED RUPEES 30,21,94,513.89.

That the plaintiff above named begs to submit as under :

1. That the plaintiff Wardha District Central Co-operative Bank Ltd., Wardha is a Co-operative Bank Registered under provisions of Maharashtra Co-operative Societies Act, 1960. That the plaintiff Bank is doing the business of banking under the rules of Reserve Bank of India. The Reserve Bank of India issued letter to Commissioner of Co-operative and Registrar of Co-operative Societies State of Maharashtra, Pune on 02.05.2002 for dissolution of Board of Director's of plaintiff Bank and accordingly the said office issued letter dated 07.05.2002 under Section 110(A)(III) of Maharashtra Co-operative Societies Act, 1960 and Dissolved the Board of Director's of the plaintiff Bank and Shri Manoj Laxmanrao Chutke is appointed as administrator of the plaintiff Bank. Therefore Shri Manoj Laxmanrao Chutke being an administrator of this plaintiff Bank has rights to file the suit against the defendant-company for refund of the amount of securities and interest. Hence, Shri Manoj Laxmanrao Chutke administrator of plaintiff Bank is authorized to verify and sign on the plaint by the appointment as administrator of plaintiff Bank.

1-A. The election of the board of the directors had been held as per the order of the Government and in the said election the board of Directors have been elected of the said Bank and all the Board of Directors have taken charge of the said Bank. The Directors of the said Bank called

meeting on 09.09.2008 and they had passed Resolution 5-A & 5-B in the said meeting and they had been authorised to Shri Arvind S/o Balaji Mohitkar, as a General Manager of the said Bank to do all the works including to lead evidence and to file documents etc. in the said suit. The said Resolution No.5-A & 5-B have been filed in plaintiff-Bank. That, the plaintiff Bank has filed both the Resolutions on record and they had been signed by the President of the said Bank and the same is relied by the plaintiff Bank. Now the Board of Directors of the plaintiff Bank who are elected as Directors have right to continue the said suit against the defendants in place of the Administrator.

1-A) "That Shri Arun Gangadharrao Muddeshwar is appointed as Chief Executive Officer of the plaintiff Bank. He joined the services in September, 2011. He being the C.E.O. is authorized officer of the Bank and representing Bank for all purposes and resolution in that regard is also passed by the Bank, which is filed along with this application. As a C.E.O. he had gone through the entire record of the case and from the same, he came to know about all the facts of the case".

2. That the defendant no.1 Home Trade Ltd. Navi Mumbai is the registered Company under companies Act, 1950 and its Reg.No.2514018. That the defendant no.2 to 12 are the Director's of defendant no.1 Home Trade Ltd. Navi Mumbai and its registered office is at tower-4, 5th floor Washi railway Station Complex, Navi Mumba. That the defendant no.1 Home Trade Ltd. through its above directors are doing the business stock broker for carrying on the activities of buying, selling or dealings in securities and carrying on such other activities. The said Company is having Certificate of Registration in the Name of Company that is Home Trade Ltd. and the said company is member of Bombay Stock Exchange and also member of National Stock Exchange of India and having a certificate of Registration. Therefore the defendants no.2 to 12 being the director's of Home Trade Ltd. are jointly and severally liable for acts of the said company i.e. Home Trade Ltd.

3. That the plaintiff Bank wanted to purchase GOI2015-10.47 for Rs.25 Crores (Rs. Twenty Five Crores) carrying interest as prescribed thereon. The defendant no.2 to 12 represented to the plaintiff Bank that they are the directors of registered Ltd. Company i.e. Home Trade Ltd. That is defendant no.1 having its registration No.25-14018, dated 24.11.1999 and being registered brokers would get the securities purchased. The defendant no.2 to 12 introduced themselves to plaintiff Bank that the said company

being registered stock broker on Bombay Stock Exchange as well as National Stock Exchange is duly registered with securities and Exchange Board of India. The defendants no.2 to 12 represented to the plaintiff Bank that they would arrange for these securities, being the registered broker of S.E.B.I.. The proposal for purchase of securities was then placed before the Board of Directors of the plaintiff Bank, which in view of good rate interest offered. on the GOI-2015 approved the proposal for purchase of the securities. Further the securities being Government of India securities, the Board also approved it as safe investment.

4. That accordingly the plaintiff Bank, as per the instructions of the defendant no.1 Home Trade Ltd. through its directors, made payment of Rs.25,24,72,083.33 (Twenty Five Crores Twenty Four Lacks Seventy Two Thousand and Eighty Three and Paisa Thirty Three) for purchase of GOI-2015 and interest thereon by transfer on 16.02.2001 in their account No.17031 with Maharashtra State Co-operative Bank , Mumbai. The entire payments was received in their aforesaid account of defendant company and accordingly, they confirmed the said fact under letter dated 16.03.2001. Then the defendant Home Trade Ltd. through its directors sent contract note with full details about the purchase of securities of Rs.25 Crores to the plaintiff Bank. They further confirmed in the said letter that they have already purchased the securities for Rs.25 Crores for the plaintiff Bank. Thereafter under letter dated 21.03.2001. They confirmed that the plaintiff Bank is principal owner of the securities 10.47% GOI, 2015 face value and they are holding the said security on behalf of the plaintiff Bank and they would be delivering the said securities to the plaintiff Bank immediately after the receipt thereof from R.B.I. physical from. The plaintiff Bank then on 25.03.2001 gave a reminder that the securities were not received as promised and should be sent immediately to the plaintiff Bank.

5. That the defendant no.1 Home Trade Ltd., through its Directors as stated above sent cheque vide 695110 Rs.417986=11 dated 29.03.2001 to the plaintiff Bank as an interest. That the plaintiff Bank sent a letter dated 02.07.2001 to defendant no.1 Home Trade Ltd. and requested to remit the amount of interest along with securities. That the defendant no.1 Home Trade Ltd. through its Directors issued cheque date 04.09.2001 amounting Rs.12812500/- (Rupees One Crores Twenty Eight Lacs Twelve Thousand Five Hundred) vide cheque No.942613 in the name of Janata Sahakari Bank to the plaintiff Bank. Then the plaintiff Bank sent the said

(d) Costs for this application may be gra

cheque to Maharashtra State Co-operative Bank Mumbai for collecting the cheque amount from the defendant company. Then accordingly the said amounts of cheques have been credited in the current account of plaintiff Bank. That the plaintiff Bank wrote a letter dated 17.09.2001 to the defendant Home Trade Ltd. that the interest Rs.2 Lacs and also called upon them to withdraw the entire amount of investment and interest and to credit the same in our account. There was no response to the said letter. Hence the plaintiff Bank sent reminders dated 04.01.2002, 16.01.2002 and several telephones to directors of Home Trade Ltd. and requested for withdrawal of amount of investment and also to credit the said amount in the account of plaintiff Bank along with interest and also requested to pay interest which is due. And also requested to refund the said amount of securities with interest.

6. That intention of the defendant Home Trade Ltd. through its directors were suspicious and hence the General Manager of the plaintiff Bank meet the defendant Home Trade Ltd. and its directors personally and are requested to refund the entire amount of the securities and interest. Then the plaintiff Bank issued letter dated 15.03.2002 to defendant Home Trade Ltd. and its directors and requested to withdraw the whole amount invested in the securities and remit the interest, failing which compel to take legal action. Then the defendant Home Trade Ltd. through its directors issued letter dated 19.04.2002 to the plaintiff Bank that they are in process or selling plaintiff Bank securities and would remit the entire proceeds to the plaintiff Bank within 15 days. The plaintiff Bank asked for original securities, which are purchased for its Bank to the defendant Home Trade Ltd., but they avoided to handover the same. Hence the plaintiff Bank insisted for refund of the amount of entire securities and interest etc.. Hence the defendant no.2 for himself and for Home Trade Ltd. issued the following cheques as authorised signature in favour of plaintiff Bank.

Cheque No.	Date	Amount	Name of the Bank
695186	20.04.2002	267515270	M.S.Co-operative Bank Ltd. Fort Mumbai.
695187	20.04.2002	12812500	M.S.Co-operative Bank Ltd. Fort Mumbai
		280327770	

7. That the defendant Home Trade Ltd. through its directors gave assurance that the cheques shall be cleared on their presentation on due

(13)

dates. The plaintiff Bank presented the said cheques of above no. and above amounts drawn on M.S. Co-operative Bank Ltd. Fort Mumbai on 23.04.2002 for clearance. However the plaintiff Bank received an information from the banker vide dated 23.04.2002 with memo of cheque returned letter that the said cheques of above no. and above amounts were dishonoured for want of sufficient funds. Therefore the defendant 1 to 12 are jointly and severally liable for dishonour of the said cheques and for returning of cheques amount Rs.280327770 and interest thereon to the plaintiff Bank.

8. That the plaintiff Bank through its General Manager through its counsel issued legal notice dated 24.04.2002 by registered A.D. to all the defendants and requested to pay all the above said cheque amount and interest to the plaintiff Bank within 15 days from the receipt of this notice, failing which the plaintiff Bank will file complaint under Section 138 of Negotiable Instrument Act, as amended before the Chief Judicial Magistrate, Wardha. The defendants 1 to 12 have received the said notice. But they have not complied the said notice. Hence the plaintiff Bank has no alternative but to file complaint case under Section 138 of Negotiable Instrument Act. That the plaintiff Bank has filed complaint under Section 138 of Negotiable Instrument Act before Chief Judicial Magistrate, Wardha against all the accused (defendants in this suit) and the same is pending in that Court.

9. That the plaintiff Bank had lodged complaint under Sections 406, 420 and 34 IPC against all the accused i.e. Directors of Home Trade Ltd. Mumbai vide F.I.R.No.110/2002, dated 26.04.2002 through General Manager of plaintiff Bank. Therefore the Wardha Police seized the original books accounts and documents concerning to this transaction with this Wardha Police Station. The plaintiff Bank is having the xerox copies of the concerning transaction with the defendants. That the defendants though its directors have cheated and deceived the plaintiff Bank and its Directors. That inspite of the receipt of payment for purchasing the securities of rupees 25 Crores, they have not sent the name of the plaintiff Bank. That the defendant Home Trade Ltd. and its directors have not purchased the securities of Rs.25 Crores and false information is given to the plaintiff Bank. Therefore the plaintiff Bank has right to claim interest by way of damages at the rate of Rs.18% per annum on the amount of the security since 16.03.2001. Hence the plaintiff Bank has claimed interest by way of

(d) Costs for this application may be granted.

damages at the rate of Rs.18% per annum from 16.03.2001 to 26.03.2002 amount in Rs.65625000/- on the amount of Rs.25 Crores which was given to the defendant Home Trade Ltd. through its directors had paid interest through cheques vide no.695110, dated 29.03.2001. Amounting Rs.417986.11 and by another cheque no.942613, dated 04.09.2001 amounting Rs.1,28,12,500/- and Rs. 2 Lacs total Rs.13430486=11 total interest received. Therefore after deducting the said amount Rs.13430486=11 from the total amount of interest Rs.65625000/- and thus Rs.52194513=89 is yet to be recovered as an interest by way of damages from the defendant and its directors. This amount is shown in the total claim in next para.

10. That the plaintiff Bank has to recover as under :

Rs.25,00,00,000/-	paid for purchasing Securities to the defendant
Rs.52,19,4,513=89	difference of interest as stated in para 8.
Rs.30,21,94,513=89	Total amount to be recovered

10-A) "That after filing of the Civil Suit Wardha Police filed Charge sheet vide Criminal Case No.573/2002 (State ..V/s.. Sanjay Agrawal and others) before Hon'ble Chief Judicial Magistrate, Wardha. In the said Criminal Case during the course of investigation, Wardha Police seized Rupees Twenty Five Crores in the form and they filed the Fixed Deposit Receipts in the Court as valuable property. That an amount is still lying in the form of F.D.R. by reinvesting the same in the Court of C.J.M., Wardha. That amount of Rs.25,24,72.083.33 was transferred by plaintiff Bank on 16.03.2001 in the account of defendant no.1 having Account No:17031, which is in M.S.Co-Bank Limited, Mumbai. On 17th and 18th March, 2001 it was Saturday and Sunday. The amount was then transferred by defendant no.1in their account on 19.03.2001 having Account No.2364 with Janta Sahkari Bank Limited, Fort Branch, Mumbai. Thereafter on the same day, defendant no.1 transferred Rupees Fifteen Crores out of above amount, in the account no.2465 of Poddar Trading Company in the same Bank. Again on the same day, Rupees Ten Crores from the said amount was transferred by defendant no.1 in Account No.2468 in the account of Hugli Trading and Investments. Out of Rupees Fifteen Crores Rs.13.49 crores were transferred to Maniram Consultant and Investment Private Limited having Account No:2566 in the same Bank. Remaining 1.5 Crores was transferred in the account of Dulhusie Securities Private Limited in Account No.2515. Rs. 10 Crores was transferred in the account of Maniram Consultant and Investment Private Limited in Account No.2566. Then this amount again on the same day transferred to Dulhusie Securities Private Limited in account no.2515. Thus the amount of Rs. 25 Crores, out of the amount, which was paid by the plaintiff, the defendant no.1 on 19th March, 2001itself by transferring the amount of various banks ultimately brought it in account no.2515 of the same Bank in the account of Dalhousie Securities Private Limited. Then this amount was transferred in account no.2599 of E.D.T.V. India Limited in the same Bank and from there by adding Rs.15 Crores in it, 40 Crores were paid by cheque to Nagpur D.C.C. Bank Limited. This

amount includes the amount of the plaintiff's Bank and therefore, police seized the same and it is laying in the Court of Chief Judicial Magistrate, Wardha, which is invested and reinvested. The State C.I.D. while investigating into the Crime appointed Y.C. Dalal and Associates. They gave report as to how the amount of plaintiff Bank was transferred by defendant no.1. They have provided fund flow chart and root map.".

11. That the cause of action is arose on 16.03.2001 when the plaintiff Bank sent the amount to the defendant company for purchasing securities of Rs.25 Crores by transferring the said amount in the current account of the defendants company. Then on 30.03.2001 when the plaintiff Bank demanded delivery of the security of 25 Crores to the defendants and then on 17.09.2001 when the plaintiff Bank requested to credit the entire amount of investment with interest and then on 19.04.2002 when the defendants through its directors agreed to remit the proceeds of securities within 15 days to the plaintiff Bank and then the defendants issued cheques in the name of plaintiff Bank out of that securities amount. Then on 23.04.2002 when the defendants through its directors have dishonoured the above said cheques as there was no sufficient funds in the account of defendant no.1 Home Trade Ltd. and then on 24.04.2002 when the plaintiff Bank issued registered notice to the defendants and its directors under Section 138 of Negotiable Instrument Act, and thereafter, form time to time when the defendants through its directors fail to refund the security amount and interest to the plaintiff Bank and thereafter from time to time at Wardha, Tah. & Distt.Wardha within the jurisdiction of this Hon'ble Court.

12. That for the purpose of Court Fees and jurisdiction the claim in suit is valued at Rs.30,21,94,153=90 and hence the plaintiff Bank pays Fixed Court Fees Stamp of Rs. 3 Lacs is affixed herewith.

13. That the plaintiff Bank its suit on no documents but relies in support of its claim on the following documents :

A) Letter dated 16.03.2001 issued by the plaintiff Bank to Maharashtra State Co-operative Bank, Mumbai,

B) Letter dated 21.03.2001 issued by defendant Home Trade Ltd. to plaintiff Bank,

C) Contract note issued by defendant Home Trade Ltd. to plaintiff Bank.

D) Letter issued on 25.03.2001 posted on 30.03.2001 to the defendant by the plaintiff Bank,

E) Letter issued on 30.03.2001 to Maharashtra State Co-operative Bank Ltd.,

F) Letter dated 02.07.2001 issued by plaintiff Bank to the defendants for demanding interest,

G) Letter dated 04.09.2001 issued by plaintiff Bank to M.S. Co-OP.Bank for collecting the cheques of interest from Home Trade Ltd.,,

H) Cheques issued by defendants Home Trade Ltd. to plaintiff Bank.

I) Letter dated 17.09.2001, 04.01.2002, 16.01.2002 by the plaintiff Bank to the defendants,

J) Letter dated 15.03.2002 by the plaintiff Bank to the defendant,

K) Letter dated 19.04.2002 issued by defendant Home Trade Ltd. to plaintiff Bank,

L) Cheques vide No.695186 and 695187 issued by the defendant to plaintiff Bank,

M) Cheque memo return letter dated 23.04.2002,

N) Registered notice dated 24.04.2002 issued by the plaintiff Bank to the defendants,

O) Police reports dated 26.04.2002 lodged by the plaintiff Bank,

P) Proceeding book and resolution of the Board of Director of plaintiff Bank,

Q) The account and correspondent in between the parties,

R) Letter issued by Reserve Bank of India,

S) Letter issued by commissioner of Co-operative and Registrar of Co-operatives and Registrar of Co-operative Societies Pune, dated 07.05.2002,

T) The authority letter signed by Commissioner of Co-operatives and Registrar of Co-operative Society Pune to sign and to file a suit as an administrator of plaintiff Bank.

14. That the plaintiff Bank is filing xerox copies to the documents per list, because the original documents have been seized bhy Wardha Police Station in Criminal Case No.573/2002 and the plaintiff Bank will file the same after obtaining or calling the said original record from the Wardha Police and seeks permission to file such other documents as may be necessary after the pleading of the defendants.

(d) Costs for this application may be granted.

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आज दिनांक ५ मे २०१२ रोजी २ रे सहदिवाणी न्यायाधीश, वरीष्ठ स्तर, वर्धा समोर वादीतर्फे वकील श्री.पी.बी.टावरी व प्रतिवादी क्र. १ ते ५, ७ ते ९ व १० एकतर्फा तसेच प्रतिवादी क्र. ६, ११ व १२ तर्फे वकील श्री.एम. पी.ध्रुव यांचे समक्ष अखेर निकालासाठी मुकदमा निघाल्यावरून असा हुकूम होत आहे की -

आदेश

दावा खालीलप्रमाणे खर्चासह मंजूर करण्यात येत आहे :-

१. प्रतिवादी क्र. १ ते ४ यांनी वादी बॅंकेस रक्कम रूपये ३०,२१,९४,५१३.८९ (तीस कोटी एकवीस लाख चौ-याण्णव हजार पाचशे तेरा रूपये एकोणव्वद पैसे) दयावे.

२. फौजदारी न्यायालयाने मुदत ठेवीच्या रूपाने ठेवलेल्या जप्त रकमेवर ज्या दराने व्याज मिळत आहे त्या दराने वर कलम १ मध्ये नमूद केलेल्या रकमेवर दावा दाखल तारखेपासून ते रक्कम पूर्ण वसूल होईपर्यंतच्या कालावधीचे व्याज प्रतिवादी क्र. १ ते ४ यांनी वादी बॅंकेस दयावे.

३. वर कलम १ व २ प्रमाणे वादी बॅंकेस दयावयाची रक्कम देण्याची प्रतिवादी क्र. १ ते ४ यांची जबाबदारी वैयक्तीक व सामुहिक स्वरूपाची राहील.

४. वादी यांचा दाव्याचा खर्च प्रतिवादी क्र. १ ते ४ यांनी वादी बॅंकेस दयावयाचा आहे.

५. प्रतिवादी क्र. ५, ७ व १० यांचेविरूध्दचा दावा खारीज करण्यात येत आहे. परंतु त्यांच्या खर्चाबाबत कोणताही आदेश नाही.

स्वा/-
(श्रीकांत य.भोसले)
२रे दिवाणी न्यायाधीश,व.स्तर.वर्धा

दि. ०५.०५.२०१२
वर्धा

(d) Costs for this application may be granted.

= चर्चिला आदेश क्र.- प्र.वा.१ ते ५, ७ ते ९ व १० प्र.वा. ६, ११ व १२

वादीचा झालेला	रु.	पै.	प्रतिवादीचा झालेला				
१.फिर्यादी अर्जास स्टॅम्प	3,00,000	00	१.फिर्यादी अर्जास स्टॅम्प			20	00
२.मुखत्यारनाम्यासस्टॅम्प	40	00	२.मुखत्यारनाम्यास स्टॅम्प	ए		150	00
३ दाखल झालेल्या कागदांस स्टॅम्प	265	00	३ दाखल झालेल्या कागदांस स्टॅम्प			—	
४.साक्षीदारास पोटगी	—		४.साक्षीदारास पोटगी	फ		1,52,072	00
५.फिर्यादीतीलदाव्यावरील प्लीडरची फी	1,52,072	00	५.फिर्यादीतील दाव्यावरील प्लीडरची फी			—	
६.प्रोसेसी लागू करणे	266	00	६.प्रोसेसी लागू करणे	ग		—	
७.कमिशनरची फी	—		७.कमिशनरची फी			—	
८.भाषांतराची फी	—		८.भाषांतराची फी	फ		—	
९.नकला करण्याची फी	—		९.नकला करण्याची फी			—	
१०.तहकुबीबद्दल दिलेला	—		१०.तहकुबीबद्दल दिलेला			—	
११.वारस दाखल करण्याबद्दलच्या अर्जावरील स्टॅम्प	—		११.वारस दाखल करण्याबद्दलच्या अर्जावरील स्टॅम्प			—	
एकूण ..	4,52,643	00	एकूण ..			1,52,242	00
न दिलेला खर्च फिर्यादी अर्जावरील प्लीडराच्या फीवरील प्रोसेसीवरील दाखल झालेल्या कागदांवरील पुढील बाजूवर पहा.			न दिलेला खर्च फिर्यादी अर्जावरील प्लीडराच्या फीवरील प्रोसेसीवरील दाखल झालेल्या कागदांवरील पुढील बाजूवर पहा.				
बाकी	4,52,643	00	बाकी			1,52,242	00

आज तारीख ५ माहे मे सन २०१२ रोजी आमच्या सहिनिशी व कोर्टाच्या शिक्क्यानिशी दिला.

कारकुन

२ रे सह दिवाणी न्यायाधिश,
व.स्तर, वर्धा

वादीतर्फे वकील श्री.पी.बी.टावरी
प्रतिवादी क्र. १ ते ५, ७ ते ९ व १० एकतर्फा
प्रतिवादी क्र. ६, ११ व १२ तर्फे वकील श्री.एम.पी.धूत

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