

**BEFORE THE DEPUTY REGISTRAR OF CO-OPERATIVE SOCIETIES
(GOLCONDA)**

Present:- K.Janardhan Reddy,
M.A M.Sc. B.Ed

**CERTIFICATE ISSUED UNDER SECTION 71(1) OF THE TELANGANA
CO- OPERATIVE SOCIETIES ACT OF 1964**

Case No.76/2017

Date: 27-03-2018

Between

The Ismailia Co-operative Credit Society Ltd, 5-8-494, Chirag Ali Lane, Hyderabad, Telangana, Reg.No:18638, represented by its President: Mr. Noormohammed Jaffarali Gilani, R/O: Sec'bad, aged about 60 years, Occupation: business.

Plaintiff

V/s

- 1 Razia Kamaluddin Hirani W/o: Kamaluddin Hirani aged about ___ years, Occupation: Business, R/o: 5-8-594/A/7, Nisha Apts, Chirag Ali Lane, Abids, Hyderabad-500001.
- 2 Kamaluddin Abdulsultan Hirani S/o: Abdulsultan Hirani, Occupation: Business, R/o: 5-8-594/A/7, Nisha Apts, Chirag Ali Lane, Abids, Hyderabad-500001.
- 3 Nooruddin Badruddin Farishta S/o: Badruddin Farishta, Occupation: Business, R/o: 306, Golden Crown Apts, 5-8-504, Chirag Ali Lane, Abids, Hyderabad - 500001

Borrowers/Defendants

Whereas the Council for Ismailia Cooperative Credit Society Ltd, address at 5-8-494, Chirag Ali Lane, Hyderabad, Telangana has filed an application to issue a Certificate under Section 71(1) of the Telangana Co-operative Societies Act, 1964 praying that Smt. Razia Kamaluddin Hirani, W/o: Kamaluddin Hirani owed Rs.11,07,000=00, as arrears (Principal: Rs.10,00,000=00, Interest: Rs. 1,05,000=00 as on 26-10-2016 along with Legal Charges: Rs. 2000=00).

The averments of the Petitioner Society are that:

The Petitioner Society was registered under the Andhra Pradesh Co-operative Societies Act, 1964 bearing Regd No: 18638, having its address at 5-8-494, Chirag Ali Lane, Hyderabad, Telangana.

The Defendant No. 01 to 03, are the members of the Plaintiff Society and the Defendant No. 01 namely Smt. Razia Kamaluddin Hirani, W/o: Kamaluddin Hirani submitted an application for sanction of loan of Rs. 10,00,000=00 on 25-11-2015. In pursuance of the application of the Defendant No. 01 sanctioned the loan of Rs. 10,00,000=00 on 25-11-2015 and the Defendants No. 02 & 03 have voluntarily agreed and stood as co-

obligates for discharge of the entire loan availed by the Defendant No. 01. The Defendants have executed the necessary documents in favour of the Plaintiff Society and agreed to repay the loan amount availed by the Defendant No. 01 in monthly regular instalments with interest as agreed upon jointly and severally. The Society released the loan amount to the Defendant No. 01 vide Cheque bearing No: 007230 DBC, dated: 25-11-2015 drawn on Development Credit Bank Ltd., Hyderabad.

The Plaintiff Society submitted that on receipt of the amount from the Society, the Defender No. 01 failed to repay the monthly instalments regularly as per the terms of the agreement and an amount of Rs.11,07,000=00 fell due to the Society as on 26-10-2016. The Plaintiff Society submitted that on repeated requests, Demand Notices and Legal Notices, the Defendant No. 1 failed to repay the amount as per the terms of the agreement. The Defendants have failed to repay the loan due to the Society, as such they are jointly and severally liable for repayment of the Suit amount. Further, the Plaintiff Society submitted that a Legal Notice dated: 26-10-2016 was issued to the Defendants calling upon to repay the entire amount due, but, the Defendants failed to respond to the Legal Notice and have not cleared the due amount to the Society.

The Society prayed to issue Certificate against the Defendants and attachment of movable and immovable properties of the Defendants for a sum of Rs.11,07,000=00 as on 26-10-2016 plus further interest @ 14 % P.A. till the date of realization.

A notice under Section 71 of the Telangana Co-operative Societies Act, 1964, was issued to the Respondents to appear in the case on 06-04-2017 at 11:30 A.M. at 5th floor Gruhakalpa, Nampally, Hyderabad. The Petitioner called present and the Respondents called absent on the said date. Further Notice dated: 10-01-2018 was issued to the Petitioner and the Defendants to attend the case on 29-01-2018 at 11:00 A.M., but, the Petitioner called present and the Respondents called absent and the case was posted to 09-02-2018, but the Defendants again failed to appear in the case. As a final opportunity, a notice dated: 02-03-2018 was served to the Defendants personally, directing to appear before the undersigned on 22-03-2018, at 11:30 A.M., wherein it was mentioned that the matter will be decided ex parte and will be presumed that the Defendants have admitted the claim of the above named society. The Plaintiff Society has appeared on the said date, but, the Respondents failed to appear and also there was no representation on their behalf even after issuing final notice.

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Therefore, notwithstanding the opportunities given, the Respondents, as it appears not inclined to prosecute the matter and therefore, this authority has no alternative except to set the Respondents exparte and proceed with the matter.

The authority has gone through the available records and perused the pleadings of the Plaintiff Society and noted the contents. The following documents/ exhibits submitted by the Plaintiff in support of the pleadings and contentions goes to show that the Plaintiff proved its claim against the Respondents.

- i) Exhibit – A1 : Plaintiff copy
- ii) Exhibit – A2 : Individual Ledger copy as on 26-10-2016
- iii) Exhibit – A3 : Loans report with overdue position as on 26-10-2016
- iv) Exhibit – A4 : Legal Notice Dated: 26-10-2016

Now, therefore, in exercise of the powers conferred under Section 71 (1) of the Telangana Co-operative Societies Act, 1964, a certificate is issued for recovery of Rs.11,07,000=00 (Rupees Eleven Lakhs seven Thousands Only) along with future interest @ 14 % P.A. from 27-10-2016 till its realization from the Defendants jointly and severally who are responsible to repay the due amount. This Certificate is executable for recovery of the due amounts under Sub- Section (2) of Section 70 of the Telangana Co-operative Societies Act, 1964.

Issued under my hand and seal on this 27th day of March - 2018.

Deputy Registrar of Cooperative Societies,

Station: Hyderabad

Golconda, Hyderabad

COPY TO:

- 1 The Ismailia Co-operative Credit Society Ltd, 5-8-494, Chirag Ali Lane, Hyderabad, Telangana
- 2 Razia Kamaluddin Hirani W/o: Kamaluddin Hirani, R/o: 5-8-594/A/7, Nisha Apts, Chirag Ali Lane, Abids, Hyderabad-500001.
- 3 Kamaluddin Abdulsultan Hirani S/o: Abdulsultan Hirani, R/o: 5-8-594/A/7, Nisha Apts, Chirag Ali Lane, Abids, Hyderabad-500001.
- 4 Nooruddin Badruddin Farishta S/o: Badruddin Farishta, R/o: 306, Golden Crown Apts, 5-8-504, Chirag Ali Lane, Abids, Hyderabad - 500001

IN THE COURT OF THE SPECIAL CADRE DY. REGISTRAR/OSD,
THE ANDHRA PRADESH STATE CO-OPERATIVE BANK LTD.,
3RD FLOOR, TROOP BAZAR, HYDERABAD - 500 001.

PRESENT : SRI _____
SCDR/ASST.REGISTRAR/ARBITRATOR.

AWARD UNDER SEC. 61 READ WITH SEC. 62 (4) OF THE A.P.C.S.
ACT-1964

ARC No. _____
B E T W E E N
The Managing Director,
The A. P. State Coop. Bank Limited,
HY D E R A B A D.

1. _____ AND
Defendant - I

2. _____ Defendant - II
The Deputy Registrar of Cooperative Societies/
OSD, A.P. State Cooperative Bank Limited, Hyderabad vide
proceedings ARC. No. _____ dated _____ and
referred the dispute to the undersigned under section 62(i) (b) of
the A.P.C.S. Act 7 of 1964.

The brief contents of the petition are that the Defendant
No.1 Sri _____ and Def.No.2 Sri _____
_____ are members of the A. P. State Coop. Bank
Limited, Hyderabad. The Defendant No.1 has taken a loan of
Rs. _____ /- which is repayable in 12 months. Sri/
Smt _____ Defendant No. II has stood surety. As seen
from the Plaintiff, the Defendant No.1 has not repaid the loan
outstanding which became overdue.

The Plaintiff Bank filed an Arbitration case before the
Deputy Registrar/OSD, APCOB Ltd., Hyderabad under section
61 of the APCS Act (7) of 1964 and prayed for an Award against
the Defendants No.1 to 3 for a sum of Rs. _____ /- together
with further interest at 16 % p. a. and in addition 2% penal interest
for defaulted amounts.

In view of the above, after hearing only the Plaintiff Bank
and the Defendant No.1 and after verifying the records, the
following Award is passed.

A W A R D :
The Defendant No.1 Sri _____ should pay
Rs. _____ /- as on _____ together with interest at
_____ % in addition 2 % penal interest for defaulted payment till the
entire amount outstanding is repaid.

It is further ordered that in case of default of paying by the
Defendant No.1 as aforesaid, the Plaintiff Bank is at liberty to
recover the entire dues outstanding jointly and severally from the
Defendant No.1 & II personally or from movable or immovable
properties or both.

GIVEN UNDER MY HAND AND SEAL THIS DAY OF _____ 2005.

ARBITRATOR

To
The Managing Director,
The A. P. State Coop. Bank Limited,
Hyderabad.

Copy to:
The Plaintiff Bank,
A.P.State Coop Bank Ltd., _____ Branch, Hyderabad.