

**(2026) 02 UK CK 1885**

**In the Uttarakhand High Court**

**Case No :** Writ Petition Miscellaneous Single No. 430 Of 2026

Deepak Chandra Joshi

APPELLANT

Vs

Additional Registrar Co-Operative Societies Uttarakhand And  
Others

RESPONDENT

**Date of Decision :** 26-02-2026

**Acts Referred:**

Uttarakhand Co-Operative Societies Act, 2003 — Section 98(1)(h)  
Constitution Of India, 1950 — Article 226

**Citation :** (2026) 02 UK CK 1885

**Hon'ble Judges :** Pankaj Purohit, J

**Bench :** Single Bench

**Advocate :** Saurabh Kumar Pandey, Anil K. Dabral, Suyash Pant, Devika Tiwari

**Final Decision :** Disposed Of

## Judgement

Pankaj Purohit, J

1. This writ petition has been filed under Article 226 of the Constitution of India, whereby the petitioner has sought the following reliefs:-

"1. Issue a writ, order or direction in the nature of certiorari quashing the recovery certificate dated 07.05.2025 (Annexure-4) and letter dated 8.5.2025 (Annexure-5) issued by the District Assistant Registrar Cooperative Societies, Almora, pursuant to the award dated 31.01.2025.

2. Issue a writ, order or direction in the nature of mandamus directing the respondents not to adopt any coercive measures against the petitioner pursuant to the impugned recovery proceedings.

3. Issue a writ, order or direction in the nature of mandamus directing the respondent-Bank to allow the petitioner reasonable time/installments for depositing the remaining outstanding amount within stipulated period as may deem fit and proper by this Hon'ble Court."

2. It is contended by learned counsel for the petitioner that the petitioner had taken a loan from respondent – Almora Urban Co-operative Bank for the purchase of a truck, i.e., ASHOK LEYLAND 1415 HEBSVI, No.UK-04CB-9285. The petitioner failed to pay the installments towards repayment of the loan to the respondent-Bank, which resulted in the initiation of arbitration proceedings against the petitioner for recovery. The arbitration award was passed by the Arbitrator on 31.01.2025, and the petitioner was directed to pay a sum of ₹ 21,23,218/- along with interest.

3. Learned counsel for the petitioner submits that he has always been ready to pay the outstanding amount due to the respondent-Almora Urban Co-operative Bank and kept on paying the installments whenever it fell due. But due to the reason that the mining activities were closed which resulted into his truck being rendered workless and therefore he failed to deposit the sum of the installments which resulted into initiation of arbitration proceedings against him.

4. The arbitration award is not challenged however the alleged recovery citation issued by the Tehsildar-Almora was put to challenge. This cannot be done because the recovery is being done against the petitioner pursuant to the arbitral award.

5. In this factual background, he prays for the aforesaid prayers.

6. Per contra, learned counsel for the respondent-Bank submitted that without challenging the arbitral award the citation cannot be challenged. She further submits that there is an appeal provided before the Co-operative Tribunal, Dehradun, under Section 98(1)(h) of the Uttarakhand Co-operative Societies Act, 2003, against the arbitral award therefore, instead of knocking the door of this Court the petitioner should have challenged the arbitral award by filing an Appeal before the said Tribunal.

7. At this learned counsel for the petitioner submits that he does not want to press the Relief Nos.1 and 2 of the writ petition while he is pressing Relief no.3 only to grant him some breathing time to make the payment of the outstanding amount pursuant to the arbitral award. Thus writ petition is dismissed so far as Relief Nos.1 and 2 are concerned.

8. Learned counsel for the respondent nos.3 and 4 submits that if a period of three months is given to the petitioner to deposit the entire amount under the arbitral award, there will be no objection from this side, as per instructions received from the respondent-Bank. As against this, learned counsel for the petitioner prays for granting six months time to clear the dues.

9. In such view of the matter, the writ petition is disposed-off finally and it is provided that the petitioner shall deposit the entire decretal amount, as per the arbitral award outstanding against him, within a period of six months from today, in four equal installments due against him adjusting the amount, if any, which has already been paid by the petitioner.

10. If any default is made on the part of the petitioner in making the repayment of any of the equal installments, the respondent-Bank shall have a right to recover the entire outstanding amount, in accordance with law.