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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD**

**SECOND APPEAL NO.626 OF 2014
WITH
SECOND APPEAL NO.631 OF 2014**

Dattatray s/o Shankarrao Borgaonkar.

..APPELLANT
(Original Plaintiff)

-VERSUS-

Maharashtra Small Scale Industries
Development Corporation Ltd. And others.

..RESPONDENTS
(Original Defendants)

.....

Mr.A.D.Kasliwal, Advocate for the Appellant.
Mr.A.R.Borulkar, Advocate for the Respondents.

.....

**WITH
SECOND APPEAL NO.151 OF 2015
WITH
SECOND APPEAL NO.152 OF 2015**

Maharashtra Small Scale Industries
Development Corporation Limited.

..APPELLANT

-VERSUS-

Dattatray s/o Shankarrao Borgaonkar
and others.

..RESPONDENTS

.....

Mr.A.R.Borulkar, Advocate for the Appellant.
Mr.A.D.Kasliwal, Advocate for the Respondent No.1.

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CORAM: RAVINDRA V. GHUGE, J.

DATE :- 06th May, 2015

Per Court:

1 The first two Appeals are preferred by the original Plaintiff. The third and the fourth Appeal is preferred by the original Defendants/ Maharashtra Small Scale Industries Development Corporation Limited.

2 I have heard the learned Advocates for the respective sides in all these Appeals. After considering their submissions, I frame the following substantial question of law in the first two Appeals:-

“Whether, the learned Trial Court as well as the learned first Appeal Court were justified in granting only 6% interest on the delayed payment and towards future interest as against the interest @ 22% provided under the Interest on Delayed Payments to Small Scale & Ancillary Industrial Undertakings Act, 1993?”

3 In the third and the fourth Appeal preferred by the Defendants, I frame the following substantial questions of law:-

- (1) Whether, Special Civil Suit Nos.252/2002 and 253/2002 were maintainable against the Defendants without impleading the buyer/ consignee/ purchaser as a Defendant?
- (2) Whether, the terms and conditions between the Defendants

and the Plaintiff, make the Defendants liable to pay the interest on the delayed payment and/or future interest till the realization of the outstanding amount?

4 In the light of the above framed substantial questions of law, both the learned Advocates have graciously stated that these four Second Appeals could be decided together as their fate is intricately related to each other.

5 I have, therefore, heard the learned Advocates for the respective sides for final disposal of all these Second Appeals.

6 Reserved for judgment.

(RAVINDRA V. GHUGE, J.)