

**FARAD CONTINUATION SHEET
IN THE HIGH COURT OF JUDICATURE AT BOMBAY.
CIVIL APPELLATE JURISDICTION.**

**CIVIL APPLICATION NO. 1508 OF 2014
IN
FIRST APPEAL NO. 460 OF 2014**

M/s. Ritz Pvt. Ltd.	... Applicant
V/s.	
Narendra Enterprises	... Respondent

Mr. D.G. Ranglas for the applicant.
Mr. K. B. Nambiar for the respondent.

**CORAM : K. K. TATED, J.
DATED : 18/02/2015.**

PC.:

. Heard learned Counsel for the parties.

2 This Application is preferred by the original defendant for stay of the operation and implementation of the impugned decree dated 20.02.2014 passed by Bombay City Civil Court, at Bombay in Suit No. 7065 of 2003 (High Court Registration no. 2955 of 2003) by which the Trial Court held that the applicant is liable to pay sum of Rs.21,02,939.19 to the respondent original plaintiff with interest @ 9% per annum on the principle sum of Rs.16,74,864.76.

3 The learned counsel for the applicant submits that pursuant to the order passed by this Court on 02.09.2014, they deposited the entire decretal amount in the Trial Court. The statement is accepted.

4 The learned counsel for the applicant further submits that in the

interest of justice, this Court be pleased to stay the operation and implementation of the impugned decree dated 20.02.2014 till the hearing and final disposal of the present First Appeal.

5 On the other hand, the learned counsel for the respondent plaintiff submits that they filed the suit for recovery of sum of Rs.21,02,939.19 towards the goods sold and delivered to the applicant. He submits that Trial Court on the basis of evidence on record categorically held that plaintiff proved that the defendants had placed purchase order with the plaintiff for supply of goods as stated in the plaint and plaintiff has sold and delivered the goods to the defendants. He submits that those transactions were took place in the year 2001-2002. He submits that this being a money decree, this Court be pleased to allow them to withdraw the amount. He submits that if respondents plaintiffs are not allowed to withdraw the amount, irreparable loss, harm and injury will be caused to them.

6 Considering the submissions made by the learned counsel for the parties and this being a money decree, I am satisfied that the respondent plaintiff is entitled to withdraw the some amount without furnishing security and some amount by furnishing security.

7 Hence, the following order.

i) Civil Application is allowed in terms of prayer clause (a), which reads thus:

“a) that pending the hearing and final disposal of the present First Appeal, an operation and execution of the said impugned Judgment/Order dated 20.02.2014 be

stayed.”

ii) The respondent plaintiff is entitled to withdraw 75% amount without furnishing any security subject to outcome of the First Appeal within twelve weeks.

iii) Remaining 25% amount can be withdrawn by the respondent plaintiff by furnishing solvent security to the satisfaction of the Trial Court within twelve weeks from today subject to the out come of the First Appeal.

iv) If amount is not withdrawn within stipulated time as stated herein above, Trial Court is directed to invest the entire amount in fixed deposit of any nationalised bank, initially for the period of one year and same to be continued till the hearing and final disposal of the First Appeal.

(K.K.TATED, J.)